

## **RESOLUTION NO. 24-8**

**A RESOLUTION APPROVING A “TRANSFER AGREEMENT” WITH RURAL RESTORATION FOUNDATION, A MONTANA NONPROFIT CORPORATION, TO ASSUME OWNERSHIP OF THE PRAIRIE COUNTY MANOR IN ACCORDANCE WITH MCA 7-8-2252(3), TO RESTORE AND MAINTAIN THE HISTORIC CHARACTER OF SAID BUILDING, TO BE TRANSFERRED BY WAY OF A PROPERTY DEED WHICH IS SUBJECT TO REVERSIONARY CONDITIONS.**

**WHEREAS**, Grantor is the owner of certain historic real and personal property located in Prairie County, Montana, generally referred to as the Prairie County Manor (“Manor”) and desires to transfer the same to Grantee under certain conditions, and following a noticed public hearing before the Prairie County Commissioners, and approval of this document by resolution;

**WHEREAS**, Grantee desires to use the same for the operation of a not for profit health club, or other appropriate nonprofit purpose; and to restore and maintain the historic character of said building, pursuant to Montana Code Annotated 7-8-2252(3); and

**WHEREAS**, Prairie County finds that the building has been sitting vacant for a number of years, that the condition of the building continues to deteriorate, and that donation of said property to Rural Restoration Foundation with conditions that the property be restored and maintained is in the best interest of the property and the public; and

**WHEREAS**, the agreement between the parties related to this transfer and use of said building, along with the maintenance thereof, and provisions related to the reversion of the property to the County in the event the terms of the agreement are not upheld, should be approved.

**NOW, THEREFORE, BE IT RESOLVED** by the Prairie County Board of Commissioners as follows:

1. The “Transfer Agreement,” attached hereto as Exhibit “A,” is hereby approved by the Board of County Commissioners.

2. A sufficient conveyance deed, to be prepared by the County Attorney, which must require a reversionary clause should Rural Restoration Foundation fail to uphold the terms of said Transfer Agreement, shall be executed by the Chairperson of the Board of County Commissioners, and recorded with the Clerk and Recorder, to complete said conveyance. Recording costs shall be paid by Rural Restoration Foundation.

**BE IT FURTHER RESOLVED** that a public hearing shall be held on the approval of the Transfer Agreement and deed conveyance on the 31<sup>st</sup> day of October 2023, at 1:30 p.m. in the Prairie County Courthouse. The Clerk & Recorder shall cause notice of such hearing to be published in the Terry Tribune, in accordance with §7-1-2121 MCA, at least 2 times with at least 6 days separating each publication.

**RESOLUTION 24-8 A RESOLUTION APPROVING A “TRANSFER AGREEMENT” WITH RURAL RESTORATION FOUNDATION, A MONTANA NONPROFIT CORPORATION, TO ASSUME OWNERSHIP OF THE PRAIRIE COUNTY MANOR**



SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 11<sup>th</sup>  
DAY OF October, 2023.

Todd Devlin 10/11/23  
Todd Devlin, Chairperson

[Signature]  
Dennis Teske

Christine W. Keltner  
Christine Keltner

Attest: \_\_\_\_\_  
Shari Robertson, Clerk and Recorder

By: Aria Walters  
Aria Walters, Deputy Clerk and Recorder

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY NOT LESS THAN  
2/3 OF THE BOARD OF COUNTY COMMISSIONERS OF PRAIRIE COUNTY,  
MONTANA THIS 31<sup>st</sup> DAY OF October, 2023.

Todd Devlin  
Todd Devlin, Chairperson

[Signature]  
Dennis Teske

Christine W. Keltner  
Christine Keltner

Attest: [Signature]  
Shari Robertson, Clerk and Recorder

RESOLUTION 24-8 A RESOLUTION APPROVING A "TRANSFER AGREEMENT" WITH RURAL  
RESTORATION FOUNDATION, A MONTANA NONPROFIT CORPORATION, TO ASSUME  
OWNERSHIP OF THE PRAIRIE COUNTY MANOR



## **TRANSFER AGREEMENT**

THIS AGREEMENT TO TRANSFER made and entered into this 3<sup>rd</sup> day of OCTOBER, 2023, by and between **PRAIRIE COUNTY, MONTANA**, a government entity within the State of Montana, hereinafter referred to as "Grantor", and **RURAL RESTORATION FOUNDATION**, a non-profit corporation organized under the laws of the State of Montana, of P.O. Box 123, 419 Milwaukee St Terry, Montana 59349, hereinafter referred to as "Grantee".

### **RECITALS:**

WHEREAS, Grantor is the owner of certain historic real and personal property located in Prairie County, Montana, generally referred to as the Prairie County Manor ("Manor") and desires to transfer the same to Grantee under certain conditions, and following a noticed public hearing before the Prairie County Commissioners, and approval of this document by resolution;

WHEREAS, Grantee desires to use the same for the operation of a not for profit health club, and to restore and maintain the historic character of said building, pursuant to Montana Code Annotated 7-8-2252(3); and

WHEREAS, the parties hereto desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Description of Real Property Transferred.** Grantor agrees to transfer to Grantee, and Grantee agrees to receive from Grantor, with no funds being transferred between the parties, and upon the terms and conditions hereinafter set forth, the following described real property:

Real Property located in Prairie County, Montana and described as follows:

Lot 22AP in Block 6 of the Hamlin Addition to the Town of Terry, Montana, according to the Amended Plat and Survey thereof, recorded as Certificate of Survey Number 07-71, Document No. 120226, on March 1, 2007, said survey being on file with the Clerk and Recorder in and for Prairie County, Montana.

2. **Description of Personal Property Transferred.** Grantee shall receive any personal property presently located in and about the premises.

3. **Conditions.** Grantee agrees to preserve and restore said property to its historic character and to maintain the premises in a sightly condition. Further:

- a) In the event Grantee fails to preserve and restore the Manor to its historic character, or violate any provisions of MCA 7-8-2522, or related MCA provisions, the Grantor shall provide notice to Grantee of deficiencies, along with a period to correct the same, said period to be in the discretion

of the Prairie County Commissioners and which shall be not less than 30 or more than 180 days. Said notice shall be delivered to Grantee in writing.

- c) If said deficiencies are not corrected within the allotted time, Grantee agrees to convey said real property by a good and sufficient Deed back to Grantor.
- d) Grantee shall not be permitted to transfer said property to any other person or entity without the express written consent of Grantor.
- e) In the event Grantee's entity dissolves for any reason, said property shall be conveyed to Grantor prior to or immediately following dissolution.

4. **Closing.** Closing of this transaction shall be at the offices Prairie Abstract & Title Company of Terry, Montana (the "Closing Agent"), on a date to be determined by the Grantor.

5. **Possession.** Except as otherwise stated herein, Grantor shall deliver title by a deed in a form approved by Grantor, which shall contain a reversionary clause based on the conditions set forth herein, along with possession of the real and personal property subject to this Agreement, upon Closing.

6. **Proration of Taxes.** All real estate taxes and assessments (if any) shall be prorated as of the date of Closing. Grantor shall pay all of the taxes and assessments due prior to the date of Closing; Grantee shall pay all taxes, assessments or impositions imposed upon said real property thereafter.

7. **Grantor's Representations and Warranties.** Grantor represents and warrants to Grantee, that the following representations and warranties shall be true as of the closing date:

- a) Grantor has full power and authority to enter into this contract and to carry out the transactions contemplated by this contract.
- b) All mortgages, judgments, and liens shall be paid or satisfied by the Grantor. Grantor agrees that no additional encumbrances, restrictions, easements or other adverse title conditions will be placed against the title to the real property prior to Closing.

The foregoing representations, warranties and covenants shall survive closing and shall not be deemed merged in any other contract, document or instrument. There are no other representations, warranties express or implied, except as set forth herein.

8. **Reservations and Exceptions.** Except as herein provided, any conveyance hereunder shall be subject to:

- a) All recorded and visible easements and rights of way;
- b) Mineral and royalty reservations or conveyances of record;
- c) Reservations and exceptions in patents and other conveyances of record;
- d) Any unpaid installment and un-matured installment and

Notice shall be deemed complete when emailed or deposited in the United States Post Office.

Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice. Any change of address must be by notice pursuant to this paragraph.

14. **Paragraph Headings.** The paragraph headings herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

15. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. As used herein "counterparts" shall include full copies of this Agreement signed and delivered by facsimile transmission or e-mail as well as photocopies of such e-mail or facsimile transmission.

16. **Not Construed Against Drafter.** This contract has been negotiated and prepared by the parties and their respective counsel, if any, and should any provision of this contract require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

17. **Legal Costs and Expenses.** In the event legal or equitable action is taken to enforce any provision of this Transfer Agreement, the prevailing party is to be awarded their court costs and reasonable attorneys' fees, all as determined by the appropriate court.

18. **Time and Binding Effect.** It is mutually agreed that the time of payment shall be an essential part of this contract and that all of the terms and conditions herein contained shall extend to and be obligatory upon the heirs, executors, administrators, personal representatives and assigns of the respective parties hereto.

19. **Governing Law.** This contract shall be governed by and construed in accordance with the laws of Montana. The parties agree to confer jurisdiction and venue for any actions with the District Court of the Seventh Judicial District of the State of Montana in and for the County of Prairie.

20. **Entire Agreement – Merger of Previous Understanding.** This Agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transaction contemplated herein, and all prior or contemporaneous negotiations, communications, conversations, understandings and agreements had between the parties hereto, oral or written, are merged in this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

interest thereon, for any special improvements or purposes of a like nature;

- e) Taxes and assessments which are not yet due and payable;
- f) All building, use, zoning, sanitary and environmental restrictions, if any;
- g) Federal, state and local laws and regulations affecting this property, including zoning and land use regulations;
- h) Questions of boundary or fence lines dependent upon actual survey for determination;
- i) Adjudications, re-adjudications or determinations in accordance with Montana law regarding any water rights appurtenant to the property which are currently before the Montana Water Courts or may be brought before the Montana Water Courts at some future time.
- j) A reversionary clause to Grantor in the event the conditions set forth herein are not adhered to.

9. **Risk of Loss Until Possession.** Grantor agrees to keep the real property in the approximate condition as the same existed on the date of the full signing of this Agreement. The risk of loss or damage from any cause shall be in Grantor until possession is delivered to Grantee. In the event of minor damage, Grantee shall have the right to terminate this Agreement.

10. **Grantee's Independent Investigation.** Grantee acknowledges it has examined and inspected the property and is fully familiar and acquainted therewith, and will be accepting the property in an "AS IS" condition, and that Grantee is not receiving this property because of any warranty, representation, information or promises made by Grantor or anyone acting for or on behalf of Grantor, which are not specifically set forth in this Agreement.

11. **Title Insurance.** No title insurance shall be required in this transaction.

12. **Costs.** Grantee shall pay all closing agent fees, and recording fees, in closing this transaction, and shall deposit with the closing agent all instruments and monies necessary to complete the purchase in accordance with this Agreement.

13. **Notice.** All notices hereunder may be given by registered or certified mail, or by personal service, and the time shall commence to run on the date of mailing, if mailed, or the date of service, if served. Until written notice is given of change of address, any notice to any of the parties may be given as hereinbefore provided to the parties at the following addresses:

Grantor: PRAIRIE COUNTY, MONTANA  
Attn: County Commissioners  
P.O. Box 125  
Terry, Montana 59349

Grantee: RURAL RESTORATION FOUNDATION  
P.O. Box 123  
Terry, Montana 59349



PRAIRIE COUNTY, MONTANA

RURAL RESTORATION FOUNDATION,

By: Todd Devlin  
Todd Devlin, Chairman

Megan Pirtz  
Megan Pirtz, President

Attest:  
Shari Robertson  
Shari Robertson, Clerk & Recorder

Attest:  
Marshal Pirtz  
Marshal Pirtz, Secretary

"Grantor"

"Grantee"

