

# Agenda

**Board of Trustees  
School District Six and CFHS District  
Work Session  
Monday, February 27, 2023  
6:00 P.M.  
School District Six Board Room**

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Action/Discussion Items:**
  - a. Consideration of the Wide Area Network Agreement between Unite Private Network and School District Six. – Pgs. 1-14
  - b. Consideration of the addendum to the Purchase and Sale Agreement with Ruis Gateway LLC:
    - Original Purchase and Sale Agreement – Pgs. 15-22
    - Addendum - Pgs. 23-24
  - c. Consideration of Resolution 412 – Closing of the Sale of Glacier Gateway Elementary to Ruis Gateway LLC and Executing Documents. – Pgs. 25-26
  - d. Review and discuss school data.
- 4. Miscellaneous and Future Planning**
  - HS HVAC bid approval – March 7, 2023 – 6:00 PM
- 5. Adjournment**

**The next Regular Board Meeting will be held at 6:00 p.m.,  
Monday, March 20, 2023, in the School District #6 Board Room.**

**Wide Area Network Leasing and Services Agreement**

between

**Unite Private Networks, LLC**  
1511 Baltimore Ave., Floor 2  
Kansas City, MO 64108

and

**Columbia Falls School District 6**  
501 6<sup>th</sup> Ave. W  
Columbia Falls, MT 59912

UPN ID: 40653

Dated \_\_\_\_\_, 2023

## Wide Area Network Leasing and Services Agreement

This Wide Area Network Leasing and Services Agreement is entered into as of the first date listed above by and between Columbia Falls School District 6 (the "District") and Unite Private Networks, LLC ("UPN"). The District and UPN may each hereinafter be referred to individually as a "Party" and together as the "Parties."

### Recitals

A. UPN is in the business of leasing Wide Area Network facilities ("WAN Facilities") and providing telecommunications and Internet access services ("WAN Services") to school districts and other customers.

B. Following a competitive bidding process, the District selected UPN as the most cost-effective provider of leased WAN Facilities and WAN Services to the District.

C. The District has received all approvals required by it to enter into this Agreement, under which UPN will lease WAN Facilities and provide WAN Services to the District.

D. The Parties previously entered into that certain Wide Area Network Leasing and Services Agreement dated March 25, 2021 (the "2021 Agreement"). The 2021 Agreement is scheduled to expire on August 10, 2023 and this Agreement shall take its place effective August 11, 2023.

### Agreement

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and UPN agree as follows:

1. WAN Facilities and WAN Services. UPN agrees to lease WAN Facilities and provide WAN Services to the District in accordance with the terms of this Agreement, as more fully described in Schedule A attached hereto. This Agreement shall operate as a lease under applicable law. Nothing in this Agreement shall be construed to result in the transfer of title to or creation of a security interest in any part of the WAN Facilities. For clarity, UPN owns the WAN Facilities and will continue to own the WAN Facilities following the expiration or termination of this Agreement. The District disclaims any interest it may claim in UPN's facilities, materials, equipment, fiber optic cable, and other property installed on the real property of the District. The District shall keep the WAN Facilities free from all liens. The District's use of the WAN Facilities and WAN Services shall be limited to the District. The District may not assign, lease, or allow any other party the right to use the WAN Facilities or WAN Services without UPN's prior written consent. Any other use shall constitute an event of default under Paragraph 11(a).

2. Agreement Term. This Agreement will have a term of three (3) years which shall commence on August 11, 2023. This Agreement can be extended upon mutual agreement of UPN and the District for a term no longer than the initial term memorialized in this Section 2.

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3. E-Rate Program. Upon request, UPN will work with the District to participate in the Schools and Libraries Program of the Universal Service Fund (the "E-Rate Program") in an effort to maximize discounts available to the District with respect to the WAN Facilities and WAN Services. However, the District's participation in the E-Rate Program is not a condition to either Party's obligations under this Agreement.

4. Changes. Any changes to the WAN Facilities, the WAN Services, including additional services provided by UPN, will be set forth in a Statement of Understanding signed by the District and UPN.

5. Additional Sites and Upgrades. This Agreement contemplates the possibility of additional services and service upgrades during the course of this Agreement. If the District elects to add or upgrade services under this Agreement, the changes will be noted in a Statement of Understanding. All additional services and upgrades will have a term that is coterminous with this Agreement. The Parties agree that additional circuits and/or upgrades will be billed as a one-time cost for equipment installation and construction costs plus a monthly recurring charge that is commensurate with the Monthly Fees noted in Schedule C.

6. Delivery and Installation. UPN will deliver, install, configure, and maintain the WAN Facilities, and the Parties agree to coordinate and cooperate to schedule and facilitate all delivery, installation, configuration, and maintenance activities. Without limiting the generality of the foregoing, the Parties agree as follows:

(a) Staging, Storage, and Access. During the installation of the WAN Facilities, the District agrees to provide UPN (i) suitable staging and storage areas at District facilities for relevant equipment, materials, and components and (ii) access to District facilities as may be necessary to efficiently complete the installation, as reasonably determined by UPN, provided that UPN must schedule such access with the District in advance. District personnel may accompany UPN personnel during installation work at any District facility.

(b) Substitute Materials. In the event that any materials or components of or relating to the WAN Facilities are not available for timely delivery and installation, UPN may substitute materials or components of equivalent or superior functionality and performance.

(c) Site Preparation. Prior to the installation of WAN Facilities, the District will clean and otherwise prepare all installation sites and will continue to maintain those sites (but not, for clarity, the WAN Facilities) following such installation.

(d) Debris Removal. UPN will remove from installation sites all debris resulting from the installation of WAN Facilities, including moving such debris to trash receptacles maintained by the District. The District will be responsible for trash removal from such receptacles.

(e) Landscaping. UPN will restore all landscaping disturbed by UPN's installation, maintenance, or removal activities. The District will be responsible for all landscape watering, including at restored landscaping sites.

(f) Non-WAN Facilities. The District is responsible for the installation, configuration, and maintenance of all facilities and components that are not WAN Facilities. At the District's request, UPN may install, configure, and maintain such facilities and components, subject to UPN's standard charges, terms, and conditions.

(g) Special Needs. If additional labor or materials are needed to install or maintain the WAN Facilities due to unusual site requirements or other special needs or characteristics of the District or its facilities, as reasonably determined by UPN and agreed to by the District, the District will reimburse UPN for any corresponding extra costs incurred by UPN to address those requirements, needs, or characteristics.

(h) Planning. UPN and the District will meet prior to the installation of the WAN Facilities to formulate and finalize the installation methodology and configuration design for the WAN Facilities.

(i) Deviations. If, prior to or during the installation process, UPN, in its reasonable judgment, deems it necessary or prudent to deviate from the final installation methodology and design in a material way, it will present such deviation to the District for its approval, which the District may not unreasonably withhold or delay; provided, however, that UPN reserves the right to make, without such approval, changes to fiber routing, conversions from underground to overhead or overhead to underground configuration to avoid obstructions, and other immaterial modifications.

(j) Timeline. UPN and the District agree to the installation and configuration timeline set forth in Schedule B. The District agrees to all reasonable extensions of the installation timeline necessitated by actions or inactions of the District or otherwise resulting from circumstances beyond UPN's control.

(k) Maintenance. UPN is responsible for maintaining the WAN Facilities. The District agrees to provide UPN with access to its facilities as may be necessary to perform maintenance, as reasonably determined by UPN, provided that, when practicable, such access must be scheduled with the District in advance. District personnel may accompany UPN personnel during any maintenance work at any District facility.

(l) Service Commencement Letter. Upon completion of the installation, the District will receive a Service Commencement Letter from UPN that states the WAN Services have been tested and are operational. For clarity, the final Service Commencement Letter will mark the beginning of the term noted in Section 2 above and confirm that all UPN testing has been completed satisfactorily.

(m) Assigned District Personnel. The District agrees to provide an individual to escort UPN personnel or subcontractors while on District property in order for UPN to perform the installation required for the WAN Services provided under this Agreement.

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7. Fees and Payment. The District will pay for the leased WAN Facilities and the WAN Services in the amounts set forth on Schedule C attached hereto and in accordance with the following:

(a) Partial Fees. In the event any fees are payable on a monthly basis (or otherwise on a regular schedule), the fee for any partial month (or other relevant period) will be pro-rated accordingly.

(b) Due Dates and Late Payment Charges. All fees will be paid no later than thirty (30) days following the payment date specified on Schedule C or following the receipt of an invoice from UPN. If any payment obligation of the District is more than thirty (30) days past due, such amount shall accrue interest from the date such payment is due until paid, including accrued interest compounded monthly, at a rate equal to one and one half percent (1.5%) per month. The District understands that the Term of this Agreement is firm and the District's obligation to make payments shall not be impacted by the District's actual usage of the WAN Services.

(c) Changes in WAN Facilities and WAN Services. If, pursuant to Section 4 above, the WAN Facilities or WAN Services are changed or upgraded, the Parties will agree on an appropriate adjustment or supplement to the fees set forth on Schedule C.

(d) Taxes and Additional Charges. All applicable taxes and fees including, but not limited to, federal, state, local use, excise, gross receipts, sales or privilege taxes, occupation taxes, duties, regulatory fees, or similar liabilities charged to or against UPN or the District because of the services furnished by UPN shall be assessed to and paid by the District. The District shall be required to provide documentation evidencing its exemption from any such taxes or fees.

(e) Billing Method. Until the District receives its Funding Commitment Decision Letter ("FCDL") from USAC, UPN will invoice under the Billed Entity Applicant Reimbursement Method ("BEAR Method"), which is the total amount before applying the District's USAC discount. Upon the District's notification to UPN of an affirmative FCDL, the District may request that UPN provide its billing method option letter to allow the District to choose its preferred method of billing. UPN will invoice the District using the BEAR Method until the District fulfills all UPN requirements to elect another USAC-approved payment method.

8. District Agreements and Acknowledgements. The District agrees as follows:

(a) Adequacy of WAN Services. The District acknowledges that the WAN Facilities and WAN Services described in Schedule A meet the District's requirements.

(b) Security. The District is responsible for providing commercially reasonable security at or on District facilities or properties where WAN Facilities are installed.

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(c) Compliance with Law. UPN and the District agree that the WAN Services and WAN Facilities shall not be used in a manner that could be construed as a violation of this Agreement, laws, regulations, orders, or rules of any governmental authority having jurisdiction.

(d) District Personnel. The District will ensure that its personnel, contractors, and users are educated and trained in the proper use and operation of the WAN Facilities for the WAN Services.

(e) Space and Power. The District will provide all necessary space and power required for the installation and operation of the WAN Facilities at each District location.

(f) Authority; Non-Violation. The District represents and warrants that the execution, delivery, and performance of this Agreement does not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of the District or any agreement or instrument to which the District is a party or by which the District is bound.

(g) Insurance. The District will procure and maintain insurance policies covering all loss and damage to the WAN Facilities located at facilities under the District's control, including without limitation all materials and components located at District facilities prior to, during, or after the installation process. The District will cause such insurance policies to (i) name UPN as an additional insured, (ii) be endorsed to require at least thirty (30) days' written notice to UPN prior to the effective date of any termination of coverage, and (iii) provide that the insurer(s) will have no rights of recovery against UPN in the event of any payment of any loss or damage. Upon request by UPN, the District will provide proof of insurance meeting the requirements of this Section 8(g).

(h) Intrastate Traffic. The District certifies that for the duration of this Agreement, including renewals, the average interstate traffic (including Internet and international traffic) will constitute ten percent (10%) or less of the total traffic on the WAN Facilities provided by UPN. The District is responsible for notifying UPN if the District's average usage exceeds this 10% threshold.

9. UPN Warranties and Disclaimers. Subject to Section 17(i) below, UPN agrees as follows:

(a) Compliance with Law. UPN represents and warrants that it will comply with all applicable laws.

(b) Authority; Non-Violation. UPN represents and warrants that (i) this Agreement has been duly authorized, executed, and delivered by UPN, and (ii) the execution, delivery, and performance of this Agreement do not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of UPN or any agreement or instrument to which UPN is a party or by which UPN is bound.

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(c) Non-WAN Facilities and Services. UPN makes no representation or warranty whatsoever regarding services, facilities, or components that are not provided by UPN under this Agreement.

(d) Disclaimer. UPN MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE WAN FACILITIES OR WAN SERVICES AND SPECIFICALLY DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES. No defect, unfitness, or other condition of WAN Facilities or WAN Services shall relieve the District of the obligation to perform any obligations under this Agreement.

10. Alterations and Attachments. The District may not make any alterations or attachments to the WAN Facilities without UPN's prior written consent. UPN shall have no maintenance or other obligations whatsoever with respect to any alterations or attachments the District makes to the WAN Facilities. If UPN provides any maintenance or other services in respect of any such alterations or attachments, UPN will provide such services subject to its standard charges, terms, and conditions. UPN is not responsible for any malfunction or performance issues related to the WAN Facilities or WAN Services, or any inability of UPN to satisfy its obligations under this Agreement, caused by, or resulting from, any action or inaction by the District. The District is solely responsible for, and agrees to indemnify UPN against, all claims and damages caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the District.

11. Termination. Either Party may terminate this Agreement for cause by giving written notice to the other party, and this Agreement will be terminated immediately upon such notice, as follows:

(a) By UPN. UPN may terminate this Agreement for cause in the event of (i) the District's failure or refusal to make any payment due to UPN hereunder within ten (10) days after the District receives written notice from UPN of such failure or refusal, or (ii) the District's continuing failure or refusal to perform any material obligation under this Agreement, subject to a reasonable cure period not to exceed thirty (30) days, or (iii) illegal, unethical, or other acts of the District tantamount to misconduct.

(b) By the District. The District may terminate this Agreement for cause in the event of (i) UPN's continuing failure or refusal to perform any material obligation under this Agreement, subject to a reasonable cure period, or (ii) UPN's violation of applicable laws or regulations related to its performance under this Agreement, subject to a reasonable cure period.

For clarity, upon the termination of this Agreement under Section 11(a), UPN will be entitled to recover all fees that would have been payable to UPN under this Agreement for its full term. The Parties agree that such fees are to be construed as liquidated damages and not a penalty.



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By executing the Agreement, the District warrants that the District has funds appropriated and available to pay all amounts due hereunder through the end of the District's current fiscal period. The District further agrees to request all appropriations and funding necessary to pay for the WAN Services for each subsequent fiscal period through the end of the Agreement Term. In the event funds are not appropriated, budgeted or otherwise made available, this Agreement shall be terminated on the last day of the period for which funds were appropriated or monies made available for such purposes and the District shall have no further obligation hereunder upon the following conditions: (i) the District has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite the District's best efforts, funds have not been appropriated and are otherwise unavailable to pay for the WAN Services; and (iii) the District has negotiated in good faith with UPN to develop revised terms, an alternative payment schedule or a new agreement to accommodate the District's budget. The District must provide UPN thirty (30) days' written notice of its intent to terminate WAN Services. Termination of the WAN Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If the District terminates the WAN Services under this Paragraph, the District agrees as follows: (i) it will pay all amounts due for WAN Services incurred through date of termination, and reimburse all unrecovered non-recurring charges, including actual construction cost to be verified by UPN through the submittal of invoices to the District; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

12. Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, UPN may remove any WAN Facilities and the District agrees to cooperate in any such removal by UPN.

13. Confidential Information. Each Party acknowledges (a) that it will have access to confidential information of the other Party, (b) that such information constitutes valuable, special, and unique property of the other Party, and (c) that no right or license is granted to such Party with respect to such information, except as specifically set forth in this Agreement. Each Party agrees that it will not at any time, in any manner whatsoever, whether directly or indirectly, disclose to any person or entity, or use, any confidential information of the other Party, except as required by law or as necessary for the performance or enforcement of this Agreement. For purposes of this Agreement, the term "confidential information" means all non-public and proprietary information that is disclosed or made available, including, without limitation, the terms of this Agreement and any non-public information concerning a Party's business, operations, plans, processes, products (including related manuals and support materials), systems, marketing information, diagnostics, specifications, know-how, personnel, patrons, students, or data of any kind. Each Party will ensure that its employees and other representatives comply with the confidentiality obligations under this Agreement. Each Party agrees that it will not copy the confidential information of the other Party other than as necessary to perform under this Agreement. Upon request, or upon the termination or expiration of this Agreement, each Party agrees to return or destroy any confidential information of the other Party in its possession. The Parties acknowledge that remedies at law may be inadequate to protect against any actual or threatened breach of the confidentiality obligations under this Agreement, and, without prejudice to any other rights and remedies otherwise available,



17. Miscellaneous.

(a) Waivers. Any failure or delay by either Party in exercising any right or remedy under this Agreement will not constitute a waiver of that right or remedy. Any waiver by either Party of any right or remedy under this Agreement must be in writing and signed by the Party waiving the right or remedy.

(b) Governing Law. The laws of Montana govern this Agreement, without regard to conflicts of law principles. The Parties agree that any action related to this Agreement shall be brought under the jurisdiction and venue of the state of Montana regardless of the appropriateness of any other jurisdiction.

(c) Entire Agreement. This Agreement, including the schedules attached hereto, constitutes the entire contract between the parties with respect to the subject matter hereof, and supersedes any and all other prior agreements or understandings, written or oral, including any and all documents exchanged between the parties in any competitive bidding process for the WAN Facilities and the WAN Services (or similar facilities and services).

(d) Amendments. Any amendment to this Agreement must be in writing and signed by both Parties.

(e) Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably delayed or withheld. Notwithstanding the preceding sentence, UPN may, without the District's consent, (i) assign its rights and obligations under this Agreement to an affiliate, (ii) assign its right to receive payments under this Agreement to any creditor, and (iii) assign its rights and obligations under this Agreement to an entity acquiring all or substantially all of UPN's assets. Any purported assignment prohibited by this provision will be null and void.

(f) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the Parties.

(g) Headings. The headings contained in this Agreement are for convenience of reference only and may not be utilized in construing or interpreting this Agreement.

(h) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but which together will constitute but one and the same instrument.

(i) Limitations on Damages. UPN will not be liable to the District for any indirect or consequential damages, including but not limited to lost profits or business revenue, lost business, failure to realize expected savings, lost or damaged data, other commercial or economic loss of any kind, whether or not such damages are foreseeable.

(j) Construction. This Agreement is to be construed as the joint and equal work product of the Parties and may not be interpreted more or less favorably in respect of either Party on account of its preparation or drafting.

(k) Delivery by Email Transmission. This Agreement may be delivered by electronic transmission of signed signature pages.

(l) Severability. In the event that any term or provision of this Agreement is held invalid or unenforceable by any court having jurisdiction over this Agreement, (i) the portion(s) of the Agreement ruled invalid or unenforceable and all related provisions shall be addressed by the Parties via an amendment that shall substitute valid and enforceable provisions; and (ii) it will not affect the validity or enforceability of the remaining terms and provisions of this Agreement not otherwise addressed within the amendment.

(m) Waiver of Jury Trial. Each Party waives trial by jury with respect to any dispute regarding or arising under this Agreement.

(n) Time Limit for Legal Actions. All legal action, regardless of its form, relating to or arising under this Agreement must be commenced within the requisite period of time required for such action under the applicable state Statute of Limitations.

(o) Dispute Resolution. Each Party agrees to work in good faith with the other party in an effort to resolve the disputed matter prior to pursuing formal legal remedies.

**[Signature Page Follows]**

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IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of each Party as of the day and year first above written.

**Unite Private Networks, LLC**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Columbia Falls School District 6**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule A – WAN Facilities and WAN Services**

**WAN Facilities:**

Digital transmission service provided by single mode fiber optic links to all schools as noted in the WAN Services section below. All facilities will have five (5) Gigabit/second of transport.

**WAN Services:**

Five (5) Gigabit Ethernet bandwidth capacity over single-mode fiber optic cable to the following District locations:

<b>Circuit 1 - E-WAN (CLFLMTAJ/EWAB12/CLFLMTAG)</b>			
<b><u>Location A</u></b>		<b><u>Location Z</u></b>	
Site Name	Columbia Falls HS	Site Name	Glacier Gateway ES
Address	610 13th St W Columbia Falls, MT 59912	Address	440 4th Avenue West Columbia Falls, MT 59912
<b>Circuit 2 - E-WAN (CLFLMTAJ/EWAA35/CLFLMTAJ)</b>			
<b><u>Location A</u></b>		<b><u>Location Z</u></b>	
Site Name	Columbia Falls HS	Site Name	Columbia Falls HS
Address	610 13th St W Columbia Falls, MT 59912	Address	610 13th St W Columbia Falls, MT 59912
<b>Circuit 3 - E-WAN (CLFLMTAJ/EWAA36/CLFLMTAI)</b>			
<b><u>Location A</u></b>		<b><u>Location Z</u></b>	
Site Name	Columbia Falls HS	Site Name	Columbia Falls JHS
Address	610 13th St W Columbia Falls, MT 59912	Address	1805 Talbot Rd Columbia Falls, MT 59912
<b>Circuit 4 - E-WAN (CLFLMTAJ/EWAA37/CLFLMTAH)</b>			
<b><u>Location A</u></b>		<b><u>Location Z</u></b>	
Site Name	Columbia Falls HS	Site Name	Ruder ES
Address	610 13th St W Columbia Falls, MT 59912	Address	1500 12th Avenue West Columbia Falls, MT 59912

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Circuit 5 - E-WAN			
<u>Location A</u>		<u>Location Z</u>	
Site Name	Columbia Falls HS	Site Name	Columbia Falls District Office
Address	610 13th St W Columbia Falls, MT 59912	Address	501 6th Ave W Columbia Falls, MT 59912

### Schedule B – Installation Timeline

Anticipated delivery of WAN Services under this Agreement shall occur approximately one hundred forty (140) days subject to the full execution of this Agreement and UPN's acquisition of all necessary permits, licenses, rights, and materials necessary to complete the project.

### Schedule C – Fees and Payment Schedule

#### Non-Recurring Fees

None.

#### Recurring Fees

1. **Monthly Fees.** Monthly lease payments of \$4,180.00 for a period of thirty-six (36) months beginning August 11, 2023.
2. **Annual Fees.** None.

#### Other Fees

In accordance with Section 7(d), all applicable taxes and fees including, but not limited to, federal, state, local use, excise, gross receipts, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities shall be paid by the District in addition to the regular charges under this Agreement unless the District provides sufficient evidence of its exempt status.

#### Additional Sites and/or Upgrades

If the District elects to add or upgrade services in accordance with Section 5, the Parties agree that these changes will be billed to the District as a non-recurring cost to cover incremental equipment and construction costs plus a recurring charge that is commensurate with the fees in this Schedule C, which will be codified in a Statement of Understanding to be signed by the Parties.

**PURCHASE AND SALE AGREEMENT**

This agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If you do not understand this agreement, seek competent advice.

This agreement made and entered into by and between **COLUMBIA FALLS SCHOOL DISTRICT NO. 6 BOARD OF TRUSTEES** with a mailing address of PO Box 1259, Columbia Fall, MT 59912-1259 (the "Seller") and **RUIS GATEWAY, LLC** with a mailing address of PO Box 1928, Columbia Falls MT 59912-1928 and/or assigns (the "Buyer"). The effective date of this Agreement shall be that date all parties hereto have executed and transmitted the same to the other (the "Effective Date").

1. **DESCRIPTION OF PROPERTY:** Buyer agrees to purchase and the Seller agrees to sell, on the terms and conditions stated in this Agreement, the following described real and personal property (the "Property.") located at 440 4<sup>th</sup> Avenue West, Columbia Falls, County of Flathead, State of Montana and roughly described as Tract 2 on the attached Exhibit A.
2. **EARNEST MONEY:** Within three (3) business days following the full execution of this Agreement, Buyer will deliver in immediately available funds the sum of Five Thousand (\$5,000) US Dollars (the "Earnest Money") to Flathead Premier Title of Whitefish, 205 Junes Way Ste 3, Whitefish, MT 59937 (the "Escrow Agent"), to be deposited into a separate escrow account described herein (the "Escrow Account"). All Earnest Money shall be applied to the Purchase Price, forfeited to Seller, or returned to Buyer as herein provided:
  - a. **Refundability:** The Earnest Money shall be fully refundable to Buyer until such time as the Title Review Period and all extensions have lapsed as provided for herein, and all Contingencies have been released and/or waived by Buyer. After such time the Earnest Money shall be non-refundable except according to the terms provided in this Agreement. If this Agreement terminates for any reason, except breach by Seller after the Earnest Money has gone hard, the Earnest Money shall be released by Escrow Agent to Seller.
  - b. **Disputes:** In the event a dispute arises between the Seller and the Buyer as to the final disposition of the Earnest Money, the Escrow Agent shall be authorized to interplead the same into a court of competent jurisdiction. The Escrow Agent shall be entitled to be compensated by the party who does not prevail in the interpleaded action for its costs and expenses, including reasonable attorney fees incurred in filing said interpleader.
3. **PURCHASE PRICE AND TERMS:** The total purchase price (the "Purchase Price") for the Property is FIVE HUNDRED AND FIFTY (\$550,000) U.S. Dollars payable in cash through the Escrow Agent at time of Closing, of which the above-received Earnest Money is a part.
4. **CLOSING DATE AND COSTS:** The date of Closing of this purchase shall be on or before 5pm on that date which is 60 days after the issuance of the Certificate of Occupancy of the new Glacier Gateway Elementary. Seller may obtain a reasonable extension of the closing date by requesting such no less than 30 days prior to the termination of the 60-day period set forth above the later of i) that day which is three (3) business days after the satisfaction or release of Contingencies, or ii) the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Closing Date"). At Closing, the Buyer and Seller will deposit with the Closing Agent all instruments and funds necessary to complete the purchase in accordance with this

Buyers Initials \_\_\_\_\_

Sellers Initials     *JR*



Agreement. Closing costs and recording fees shall be shared equally between the Buyer and Seller and paid no later than the Closing Date. Prior to closing, Seller shall permit reasonable access to the Property to Buyer for purposes of engineering and planning.

5. **TITLE EVIDENCE:** Within a reasonable time after the execution of this Agreement, Seller shall furnish to Buyer, at Seller's expense, title evidence to the Property in the form of an Owner's Preliminary Title Commitment in the amount of the Purchase Price, showing that title to the Property is free and clear of liens, encumbrances, and title defects, excepting the usual printed exceptions contained in the Commitment, reservations and exceptions in patents from the United States and the State of Montana, and taxes and assessments for the current year and subsequent years (collectively, the "Permitted Exceptions").
6. **CONTINGENCIES:** The parties obligations to Close under this Agreement are contingent upon satisfaction of those contingencies (the "Contingencies") set forth below, or on an attached addendum. The Contingencies shall be deemed to have been released, waived, or satisfied, and the transaction shall continue to Closing unless by 5pm on the release date specified for each contingency, the party requesting that contingency has notified the other party or the other party's agent in writing that the contingency is not released, waived, or satisfied. If a party has notified the other party on or before the release date that a contingency is not released, waived, or satisfied, the transaction is terminated, and the Earnest Money will be returned to the Buyer, unless the parties negotiated other terms or provisions.
  - a. **Property Investigation:** Buyer shall have through the release date immediately below ("Property Investigation Period") to accomplish investigations on, or about, the Property, including, without limitation, any such property inspections as Buyer may deem reasonably necessary or desirable. Any item or condition to which the Buyer does not object during Property Investigation Period shall be deemed approved. In the event the Buyer shall notify the Seller of objections to conditions found prior to the expiration of the Property Investigation Period, the Seller shall have until Closing to proceed with reasonable diligence at Seller's expense to correct the same (the "Cure Period") and the Property Investigation Period shall be deemed extended until Sellers remedy or termination of this Agreement. If the Seller fails either to cure or remove such objections to the reasonable satisfaction of the Buyer prior to the expiration of the Cure Period, the Buyer and/or Seller may either terminate this Agreement by written notice to the other and Buyer shall receive a refund of all Earnest Money or waive such objections and accept such title to the Property as the Seller is able to convey without any reduction in the Purchase Price.

**RELEASE DATE:** 5pm on that day which is Fifteen (15) Calendar Days from the Effective Date.

- b. Title: Buyer shall have through the release date immediately below (the "Title Review Period") to object to anything contained in the documents and/or materials referenced in Commitment or any said documents other than the Permitted Exceptions. Any item contained in the Commitment or documents to which the Buyer does not object during the Title Review Period shall be deemed a Permitted Exception. In the event the Buyer shall notify the Seller of objections to title prior to the expiration of the Title Review Period, the Seller shall have until Closing to proceed with reasonable diligence at Seller's expense to correct the same (the "Cure Period") and the Title Review Period shall be deemed extended until Seller's remedy or termination of this Agreement. If the Seller fails either to cure or remove such objections to the reasonable satisfaction of the Title Company and the Buyer prior to the expiration of the Cure Period, and if by reason of such objections the Title Company refuses to agree to issue the Owner's Title Policy as provided in this Agreement the Buyer and/or Seller may either terminate this Agreement by written notice to the other and Buyer shall receive a refund of all Earnest Money or waive such objections and accept such title to the Property as the Seller is able to convey without any reduction in the Purchase Price.

RELEASE DATE: 5pm on that day which is Ten (10) Calendar days from receipt of the Commitment.

- c. Boundary Line Adjustment. The parties' obligations hereunder are contingent upon the Seller's recordation with governing agencies, in advance of the Closing Date, of a boundary line adjustment survey creating a tract of land representing the Property, in substantial conformance with that map attached hereto as Exhibit A.
- d. Covenants: The parties shall have through the release date immediately below to agree, in writing, to Covenants, Conditions and Restrictions to be recorded against the Property in advance of the Closing Date.

RELEASE DATE: 5pm on that day which is Thirty (30) Calendar Days from the Effective Date.

7. MUTUAL COOPERATION: At the Closing and thereafter as may be necessary, Seller and Buyer shall execute and deliver such other instruments and documents and take such other actions as may be reasonably necessary to evidence and effectuate the transactions contemplated by this Agreement.
8. POSSESSION: Except as otherwise provided, Buyer shall be entitled to legal possession of the Property on the Closing Date.
9. INSURANCE AND TAXES: Taxes and assessments on the Property for the current year shall be prorated between the parties as of the Closing Date. Buyer shall pay all taxes and assessments on the Property thereafter. Rents, leases, payments, permit fees, Homeowner Association dues and/or common maintenance fees and water assessments, if any, shall be prorated as of the Closing Date. Encumbrances to be discharged by Seller may, at Seller's option, be paid out of the Purchase Price at the Closing Date.
10. SELLER'S REPRESENTATION AND WARRANTIES: Seller represents and warrants to Buyer, which representations and warranties shall be true as of the Closing Date, as follows:

Buyers Initials \_\_\_\_\_

Page 3 of 7

Sellers Initials JPC

- a. Title Insurance: Seller, at Seller's expense, shall furnish Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American Land Title Association title 18. insurance commitment) in an amount equal to the Purchase Price. Buyer may purchase additional owner's title insurance coverage in the form of extended coverage or enhanced coverage for an additional cost to the Buyer. It is recommended that Buyer obtain details from a title company.
- b. Conveyance: The Seller shall convey the Property by WARRANTY DEED, free of all liens and encumbrances except those Permitted Exceptions, as defined herein.
- c. Authorization: Seller has full power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement.
- d. No Liens: To the knowledge of Seller, there are no unrecorded liens, financing statements, encumbrances or agreements affecting the Property that will survive the Closing, and Seller has committed no acts which would result in the creation of such liens, financing statements, encumbrances or agreements affecting the Property.
- e. Tenancy: That lease set forth above in Section 8 is in full force and effect and Seller represents and warrants that Seller, and tenant thereunder, are in conformance therewith and that Seller shall hold Buyer harmless from any acts, or inaction, thereunder including the repayment of any deposits held thereunder if said deposit is not provided to Buyer, at Closing, as a credit against the purchase price. All rents shall be prorated through closing!

**11. REMEDIES ON DEFAULT:**

- a. Except as otherwise provided herein, if Seller fails to consummate this Agreement in accordance with its terms for any reason within the control of the Seller, Buyer shall have as Buyer's remedy the option of either rescinding this Agreement, and obtaining a release of all Earnest Money, or enforcing specific performance by Seller of Seller's obligations hereunder.
- b. If Buyer fails to consummate this Agreement in accordance with its terms for any reason within the control of Buyer, Seller shall have as Seller's remedy against Buyer the option of either rescinding this Agreement by giving written notice to Buyer, and keeping all non-refundable Earnest Money as liquidated damages, or enforcing specific performance by Buyer of Buyer's obligations hereunder.

**12. ADDITIONAL PROVISIONS:**

- a. Detection Devices: The Property is equipped with the following detection devices:
  - i.  Smoke detector(s);
  - ii.  Carbon monoxide detector(s);
  - iii.  Other fire detection devices(s); and/or
  - iv.  No Structures.
- b. Water: All water, including surface water or ground water, any legal entitlement water, including statements of claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches, ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the Property.
- c. Filing or transfer fees will be split equally between the parties. Documents for transfer will be prepared and filed by the Escrow/Closing Agent.

Buyers Initials \_\_\_\_\_

Sellers Initials           *JS*

- d. BY MONTANA LAW, FAILURE OF THE PARTIES AT CLOSING OR TRANSFER OF REAL PROPERTY TO PAY THE REQUIRED FEE TO THE MONTANA DEPT OF NATURAL RESOURCES AND CONSERVATION FOR UPDATING WATER RIGHT OWNERSHIP MAY RESULT IN THE TRANSFEREE OF THE PROPERTY BEING SUBJECT TO A PENALTY. ADDITIONALLY, IN THE CASE OF WATER RIGHTS BEING EXEMPTED, SEVERED, OR DIVIDED, THE FAILURE OF THE PARTIES TO COMPLY WITH SECTION 85-2-424, MCA, COULD RESULT IN A PENALTY AGAINST THE TRANSFEREE AND REJECTION OF THE DEED FOR RECORDING.
- e. Special Improvement Districts: All Special Improvement Districts (including rural SIDSs) Fees that are not in perpetuity and have been assessed shall be paid off by Seller at Closing. All Special Improvement Districts (including rural SIDSs) Fees that have been noticed to Seller by City/County but not yet spread or currently assessed, will be assumed by Buyer at Closing (subject to proration approved by the parties).
- f. Association Special Assessments: Any special or non-recurring assessments of any non-governmental association, including those that have been approved but not yet billed or assessed, will be
  - i.  assumed by Buyer; or
  - ii.  paid off at Closing by Seller
- g. Noxious Weeds Disclosure: Buyers of property in the State of Montana should be aware that some properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an owner of property, contact either your local County extension agent or Weed Control Board.
- h. Megan's Law Disclosure: Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information, please contact the local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and/or the probation officers assigned to the area.
- i. Radon Disclosure Statement: The following disclosure is given pursuant to the Montana Radon Control Act, Montana Code Annotated § 75-3-606. RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If the Property has been tested for radon, the Seller will provide a copy of the test results concurrent with an executed copy of this Agreement. If the Property has received radon mitigation treatment, the Seller will provide the evidence of the mitigation treatment concurrent with an executed copy of this Agreement.
- j. Lead-Based Paint Disclosure: THE SELLER HAS NO KNOWLEDGE OF, REPORTS AND/OR RECORDS PERTAINING TO LEAD-BASED PAINT AND/OR LEAD-

Buyers Initials \_\_\_\_\_

Page 5 of 7

Sellers Initials je

BASED PAINT HAZARDS IN THE HOUSING, IF ANY EXIST ON THE PROPERTY. BUYER HAS WAIVED THE OPPORTUNITY TO CONDUCT A RISK ASSESSMENT OR INSPECTION FOR THE PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS.

- k. Consent To Disclose Information: Buyer and Seller hereby consent to the procurement and disclosure by Buyer and Seller and their attorneys, agent and other parties having interests essential to this Agreement, of any and all information reasonably necessary to consummate the transaction anticipated by this Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar documents concerning this Property or underlying obligations pertaining thereto.
- l. Binding Effect and Non-Assignability: The Agreement is binding upon the heirs, successors and assigns of each of the parties hereto.
- m. Attorney Fees: In the event either Seller or Buyer shall institute a legal action against the other arising out of the subject matter hereof, the party ultimately prevailing in such litigation shall be entitled to recover from the other party its reasonable attorney fees, costs and expert witness fees.
- n. Notice: Any notice to be given hereunder shall be in writing and shall either be served upon a party personally, or served by registered or certified mail, return receipt requested, directed to the party to be served at the address of the party stated on the signature page of this Agreement. A party wishing to change his designated address shall do so by notice in writing to the other party.
- o. Risk of Loss: Risk of loss shall remain with Seller until Closing.
- p. Facsimiles And Counterparts: A facsimile and/or electronic copy of this Agreement containing the signature of either party shall be accepted as the original. This Agreement may be executed in one or more counterparts, which taken together shall constitute one and the same document.
- q. Time And Binding Effect: Time is of the essence in this Agreement. The terms and conditions hereof shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and permitted assigns of the parties hereto. However, Buyer's rights under this agreement are not assignable without the Seller's express written consent.
- r. Broker Fees: If either party hereto employs an agent or broker that party shall be exclusively liable for any commissions arising from said employment.
- s. Entire Agreement: This Agreement, together with any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the Seller and Buyer.
- t. Counterparts: A copy of this Agreement may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete Agreement between the parties.
- u. 1031: The parties understand that one, or both, of them may accomplish a 1031 tax deferred exchange as part of the transaction contemplated by this agreement; and they therefore

agree to cooperatively, and in good faith, work together to sign any and all supplementary paperwork therefor.

v. Exhibits, Addenda and/or Disclosures Attached (none if blank):

i.  Site Map of Property;

ii.  \_\_\_\_\_;

w. Foreign Owner: Seller states, under penalty of perjury, that Seller is not a foreign person/entity within the meaning of the Foreign Investment in Real Property Tax Act (IRC § 1445).

x. Acknowledgment: The parties acknowledge that prior verbal representations by the other or their representatives do not modify or affect this Agreement. Each acknowledges that by signing this Agreement he/she has examined the subject Property; has entered into this Agreement in full reliance upon his/her independent investigation and judgments; and has read and understood this entire Agreement.

**SELLER'S COMMITMENT:** I/We agree to sell and convey to Buyer(s) the above-described Property on the terms and conditions herein above stated. I/We acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.

Seller(s) name(s) printed: **Columbia Falls School District No. 6 Board of Trustees**  
(Seller's Mailing Address): PO Box 1259, Columbia Fall, MT 59912-1259  
Seller's Phone Number: \_\_\_\_\_

X *JR*  
Jill Rocksund -Chair Person

Dated this 4<sup>th</sup> day of January, 202~~1~~<sup>2</sup>

**BUYER'S COMMITMENT:** I/WE hereby understand and agree to purchase the above described Property by the terms and conditions described in this Agreement, and acknowledge receipt of a copy of this Agreement bearing my/our signature(s).

Buyer's name(s) printed: **Ruis Gateway, LLC**  
(Buyer's Mailing Address): PO Box 1928, Columbia Falls MT 59912-1928  
Buyer's Phone Number: 619.889.7749

X \_\_\_\_\_  
Ryan D. Purdy as Authorized Agent

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Buyer's Initials \_\_\_\_\_

Sellers Initials *JR*

TR 78, 7c, 7f TO TH 7c 99' Rubber Road Add Lt. 100' 5' Blk 1 and 1/2 100' 10' 10' - E 055052 DE BY T & H

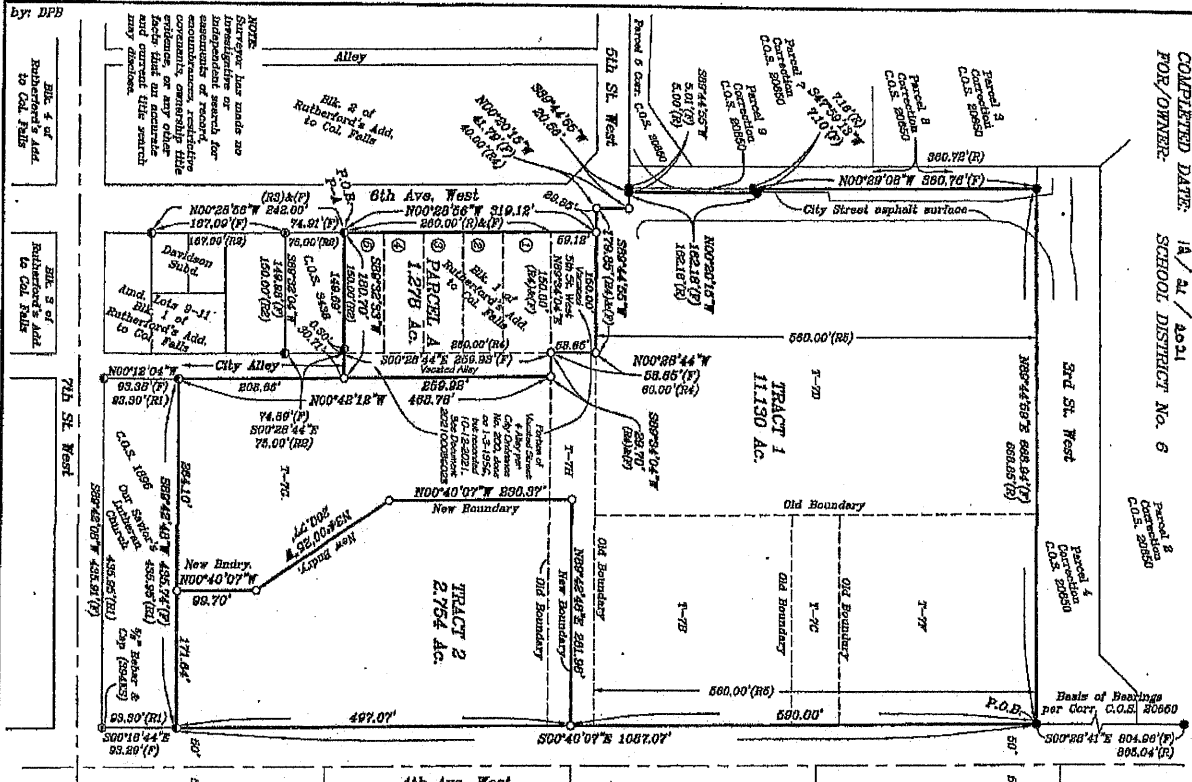
By: SANDS SURVEYING, Inc.  
2 Village Loop  
Kalispell, MT 59901  
(406) 765-6481

In E1/2SW1/4 SEC. 8,  
T.30N., R.20W., P.M.M.,  
CITY OF COLUMBIA FALLS, FLATHEAD COUNTY, MONTANA

JOB NO: 62902  
DRAWING DATE: OCTOBER 21, 2021  
COMPLETED DATE: 10/21/2021  
FOR/OWNER: SCHOOL DISTRICT No. 6

PURPOSE: AGGREGATION OF PARCELS (Tracts 1 & 2)  
BOUNDARY LINE ADJUSTMENT (Tracts 1 & 2)  
RETRACEMENTS (Lots 1 through 5 & Vacated Street & Alley per City Ordinance #200)

SCALE: 1" = 100'  
100' 0' 100' 200'



4th Ave. West  
6th St. West  
City Alley  
New Boundary  
Old Boundary  
P.O.B.  
Basis of Bearings Per Corr. C.O.S. 20060

TRACT 1  
TRACT 2  
RETRACEMENTS  
AGGREGATION OF PARCELS  
BOUNDARY LINE ADJUSTMENT  
CITY OF COLUMBIA FALLS, FLATHEAD COUNTY, MONTANA

APPROVED: [Signature]  
EXAMINING LAND SURVEYOR  
STATE OF MONTANA  
COUNTY OF FLATHEAD  
DATE: 12/29/2021  
BY: David Moultrie  
DEPUTY  
INSTRUMENT REG. NO. 20160004930  
COST: \$20058  
20160004930 Fees: \$2500 BY: SM  
BY SANDS SURV.  
DATE 12/29/2021 TIME 3:58 PM  
Debra Peterson, Flathead County Montana

**ADDENDUM**  
**Purchase and Sale Agreement**

WHEREAS, on January 6, 2023, the parties – Columbia Falls School District No. 6 Board of Trustees (“Seller”) and Ruis Gateway, LLC (“Buyer”) – entered into the Purchase and Sale Agreement for the real and personal property (“Property”) located at 440 4<sup>th</sup> Avenue West, Columbia Falls, County of Flathead, State of Montana and roughly described as Tract 2 on Exhibit A attached to the Purchase and Sale Agreement.

WHEREAS, Section 4 of the Purchase and Sale Agreement provided for a Closing Date of on or before 5pm on that date which is 60 days after the issuance of the Certificate of Occupancy of the new Glacier Gateway Elementary.

WHEREAS, due to the Seller’s need for access to the Property in order to maintain utility connections, specifically those related to natural gas (“Utility Connection”) while it undergoes work to relocate such connections off of the Property, the parties have agreed to delay the Closing Date to facilitate Seller’s access and performance of work related to this Utility Connection.

NOW THEREFORE, in consideration of foregoing Recitals, previous contract between the parties, and the terms hereinafter expressed, the parties agree to the following:

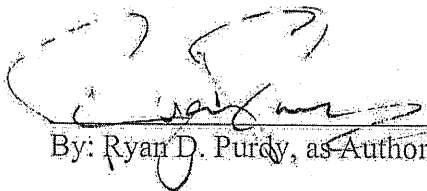
1. **EFFECT OF ADDENDUM.** The parties agree that the terms and conditions of the Purchase and Sale Agreement executed on January 6, 2023, except as modified herein, shall govern the purchase and sale of the Property. Nothing herein authorizes any additional terms under the Purchase and Sale Agreement nor does it extend any rights to either party that have otherwise expired under the Purchase and Sale Agreement except as provided in this Addendum.
2. **CLOSING DATE.** The parties agree that the Closing Date identified in Section 4 of the Purchase and Sale Agreement shall be at a time to which the parties mutually agree but shall be no later than March 31, 2023. At that time, the purchase and sale of the Property shall close and the parties shall take all necessary actions set forth in the Purchase and Sale Agreement to facilitate closing and transfer of the Property.
3. **NO DEFAULT.** The parties agree that there shall be no default or material breach of the Purchase and Sale Agreement related to the failure to close as stated in Section 4 of that agreement.



**SELLER:**  
**COLUMBIA FALLS SCHOOL**  
**DISTRICT NO. 6 BOARD OF**  
**TRUSTEES**

**BUYER:**  
**RUIS GATEWAY, LLC**

\_\_\_\_\_  
By: Jill Rocksund  
Chair, Board of Trustees

  
\_\_\_\_\_  
By: Ryan D. Purdy, as Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
02/23/2023  
Date

**COLUMBIA SCHOOL DISTRICT NO. 6**  
**FLATHEAD COUNTY**  
**RESOLUTION 412**

WHEREAS, on February 27, 2023, the Board of Trustees of Columbia Falls School District No. 6 approved the sale of its property located at 440 4<sup>th</sup> Avenue West, Columbia Falls, Montana 59912, and which is legally described as Tract 2 of Certificate of Survey No. 22058, located and being in the East Half of the Southwest Quarter of Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana ("Property"), to Ruis Gateway, LLC, pursuant to the the Buy-Sell Agreement and all amendments and addenda thereto setting forth the terms of purchase.

WHEREAS, the parties have agreed to close on the sale pursuant to the terms in the Buy-Sell Agreement and all amendments and addenda thereto.

WHEREAS, the Board of Trustees of Columbia Falls School District No. 6 approved closing the sale on [date].

WHEREAS, the Columbia Falls School District shall convey title of the Property via warranty deed subject to all exceptions to title as set forth in the Buy-Sell Agreement and Title Commitment.

BE IT RESOLVED, at a duly called meeting held on February 27, 2023, that the Board of Trustees of the Columbia Falls School District No. 6 authorizes the closing of the sale of the Property pursuant to the terms of the Buy-Sell Agreement and all amendments and addenda thereto. The Board of Trustees of the Columbia Falls School District No. 6 authorizes the Chair of the Board Jill Rocksund, or in the absence of the Chair, the Vice Chair of the Board Dean Chisholm to sign all documents necessary and required to close the sale of the Property for Five Hundred Fifty Thousand Dollars (\$550,000) and convey title to Ruis Gateway, LLC, via warranty deed subject to all exceptions to title as set forth in the Buy-Sell Agreement and Title Commitment.

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

Attest:

\_\_\_\_\_  
Clerk

RESOLUTION ADOPTED ON FEBRUARY 27, 2023 \_\_\_\_\_