

File No.: 1084834-FT

Insured Titles

Printed: 09/15/2023, 2:10 PM

Officer/Escrow Officer: Kimberly

44 4th Street West/P.O. Box 188 • Kalispell, MT 59901

Cavanaugh/kc

Phone: (406)755-5028 Fax: (406)755-3299

Settlement Location:

Final Settlement Statement



44 4th Street West/P.O. Box 188, Kalispell,  
MT 59901

Property Address: 305 Wiley Dike Rd., Kalispell, MT 59901

Buyer: Flathead County, Montana

Seller: Mark Edward Dyer; Jeffery Lee Dyer; Ray Robert Dyer

Lender:

Settlement Date: 09/15/2023

Disbursement Date: 09/15/2023

Description	Buyer	
	Debit	Credit
<b>Financial</b>		
Sale Price	1,500,000.00	
Deposit: Receipt No. 46059 on 09/15/2023 by Flathead County, Montana		1,503,832.43
<b>Prorations/Adjustments</b>		
County Taxes 09/15/23 to 12/31/23 @\$232.83/yr	68.25	
Owners Title Policy- Buyer pays	3,500.00	
<b>Title Charges &amp; Escrow / Settlement Charges</b>		
Settlement or Closing Fee to Insured Titles	235.18	
<b>Government Recording and Transfer Charges</b>		
Recording Fee-Deed	24.00	
e-document filing fee	5.00	
<b>Subtotals</b>	1,503,832.43	1,503,832.43
Due From/To Buyer		
<b>Totals</b>	1,503,832.43	1,503,832.43

Escrow Officer: Kimberly Cavanaugh

American Land Title Association

ALTA Settlement Statement – Buyer

Adopted 05-01-2015

File No.: 1084834-FT

Insured Titles

Printed: 09/06/2023, 3:26 PM

Officer/Escrow Officer: Kimberly  
Cavanaugh/kc

44 4th Street West/P.O. Box 188 • Kalispell, MT 59901

Phone: (406)755-5028 Fax: (406)755-3299

Final Settlement Statement



Settlement Location:

44 4th Street West/P.O. Box 188, Kalispell,  
MT 59901

Property Address: 305 Wiley Dike Rd., Kalispell, MT 59901

Buyer: Flathead County, Montana

Seller: Mark Edward Dyer; Jeffery Lee Dyer; Ray Robert Dyer

Lender:

Settlement Date: 09/15/2023

Disbursement Date: 09/15/2023

Description	Buyer	
	Debit	Credit
<b>Financial</b>		
Sale Price	1,500,000.00	
<b>Prorations/Adjustments</b>		
County Taxes 01/01/23 to 03/15/23 @\$232.83/yr		46.57
Owners Title Policy- Buyer pays	3,500.00	
<b>Title Charges &amp; Escrow / Settlement Charges</b>		
Settlement or Closing Fee to Insured Titles	350.00	
<b>Government Recording and Transfer Charges</b>		
Recording Fee-Deed	24.00	
e-document filing fee	5.00	
<b>Subtotals</b>	1,503,879.00	46.57
Due From Buyer		1,503,832.43
<b>Totals</b>	1,503,879.00	1,503,879.00

**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Insured Titles to cause the funds to be disbursed in accordance with this statement.

**Buyer(s):**

Flathead County, Montana

DocuSigned by:  
By: Pete Melnick  
A71498AFB96049A...

Name: Pete Melnick

Title: County Administrator

Kimberly Cavanaugh  
Escrow Officer: Kimberly Cavanaugh

### ADDENDUM TO CLOSING ESCROW INSTRUCTIONS HOLDBACK FOR TAXES - CASH TRANSACTION

To: **Insured Titles**  
Escrow Officer: **Kimberly Cavanaugh**

File No.: **1084834-FT (kc)**  
Date: **July 27, 2023**

Re: **305 Wiley Dike Rd., Kalispell, MT 59901**

The undersigned instruct Insured Titles to collect and pay the  First Half or  Full year of real property taxes for the current year on the subject property. Current year tax notices are not available at this time. Therefore, the parties agree that an escrow holdback is necessary.

At close of escrow, you are hereby instructed to withhold the sum of **\$465.66** for payment of real property taxes for Parcel No. 0969640 from Seller. Upon receipt of the current year tax notice for the subject property, Insured Titles is instructed to pay the monies held for said taxes and refund any remaining overage to:

- 13* Mark Edward Dyer  
450 Steel Bridge Rd.  
Kalispell, MT 59901
- Flathead County, Montana  
800 South Main Street  
Kalispell, MT 59901
- each* Jeffery Lee Dyer  
330 Slater Dr  
Fairbanks, AK 99701

Ray Robert Dyer  
*807 Montford Rd*  
*Kalispell, MT 59901*

Buyer(s) and/or Seller(s) agree that if for any reason, the tax amount withheld is insufficient to pay the total amount due, then Buyer(s) and/or Seller(s) shall remit their respective portion of the tax shortage within ten (10) days of notification of such shortage to Insured Titles. The parties herein agree to hold Insured Titles harmless from any and all damages, charges, costs, fees, including attorney's fees, incurred by them for any reason whatsoever. The parties further agree to indemnify Insured Titles for any damages, costs, or fees, including attorney's fees, incurred by Insured Titles in any matter relating to the amount held, paid, unpaid or shortages incurred.

The parties further understand that Insured Titles is not holding funds for any subsequent or occupancy tax which may become due in the event the property is new construction for the year 2023.

Dated: \_\_\_\_\_ day of 9/14/2023, 20\_\_\_\_

*Mark Dyer*  
\_\_\_\_\_  
Mark Edward Dyer  
DocuSigned by:

Flathead County, Montana

*Jeffery L. Dyer*  
\_\_\_\_\_  
Jeffery Lee Dyer

By: \_\_\_\_\_  
Name: Pete Melnick  
Title: County Administrator

*Rg Dyer*  
\_\_\_\_\_  
Ray Robert Dyer

### ADDENDUM TO CLOSING ESCROW INSTRUCTIONS HOLDBACK FOR TAXES - CASH TRANSACTION

To: **Insured Titles**  
Escrow Officer: **Kimberly Cavanaugh**

File No.: **1084834-FT (kc)**  
Date: **July 27, 2023**

Re: **305 Wiley Dike Rd., Kalispell, MT 59901**

The undersigned instruct Insured Titles to collect and pay the  First Half or  Full year of real property taxes for the current year on the subject property. Current year tax notices are not available at this time. Therefore, the parties agree that an escrow holdback is necessary.

At close of escrow, you are hereby instructed to withhold the sum of **\$465.66** for payment of real property taxes for Parcel No. 0969640 from Seller. Upon receipt of the current year tax notice for the subject property, Insured Titles is instructed to pay the monies held for said taxes and refund any remaining overage to:

- 1/3* Mark Edward Dyer  
450 Steel Bridge Rd.  
Kalispell, MT 59901
- Flathead County, Montana  
800 South Main Street  
Kalispell, MT 59901
- each* Jeffery Lee Dyer  
330 Slater Dr  
Fairbanks, AK 99701

Ray Robert Dyer

Buyer(s) and/or Seller(s) agree that if for any reason, the tax amount withheld is insufficient to pay the total amount due, then Buyer(s) and/or Seller(s) shall remit their respective portion of the tax shortage within ten (10) days of notification of such shortage to Insured Titles. The parties herein agree to hold Insured Titles harmless from any and all damages, charges, costs, fees, including attorney's fees, incurred by them for any reason whatsoever. The parties further agree to indemnify Insured Titles for any damages, costs, or fees, including attorney's fees, incurred by Insured Titles in any matter relating to the amount held, paid, unpaid or shortages incurred.

The parties further understand that Insured Titles is not holding funds for any subsequent or occupancy tax which may become due in the event the property is new construction for the year 2023.

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Mark Edward Dyer

\_\_\_\_\_  
Jeffery Lee Dyer

\_\_\_\_\_  
Ray Robert Dyer

Flathead County, Montana

DocuSigned by:  
By: *Pete Melnick*  
Name: **Pete Melnick**  
Title: **County Administrator**



## ESCROW CLOSING INSTRUCTIONS PURCHASE

File No.: **1084834-FT**

Escrow Officer: **Kimberly Cavanaugh**

Date: 03/10/2023

In order to administer funds and documents in conjunction with the closing by and between Mark Edward Dyer, and Flathead County, Montana, (the "parties") regarding the property located at 305 Wiley Dike Rd., Kalispell, MT 59901, the parties agree and instruct as follows:

To: Insured Titles, herein described as "you," "your," or "Settlement Agent,"

Seller(s) and Buyer(s) hereby acknowledge that all contingencies and conditions on the Buy/Sell Agreement between the parties dated October 19, 2022 and any addendum's dated thereafter have been either satisfied or negotiated outside of this escrow.

If a Bill of Sale for personal property or inventory is given to Insured Titles, from the Seller as part of this transaction, Insured Titles, is directed to deliver the same, unrecorded, to the Buyer subsequent to the close of escrow, and parties acknowledge that the Bill of Sale for the transfer of any personal property was handled outside of closing.

1. Parties hereby agree:
  - a. To execute any and all documents necessary to consummate this transaction.
  - b. To deliver good and available funds to Insured Titles, for closing pursuant to the Settlement Statement(s), which have been examined and approved by all parties.
2. Parties hereby instruct Settlement Agent:
  - a. To prorate if applicable any: Sums due against the property such as Taxes, Rents/Security Deposits, Condo or Homeowner's Association Dues, City Water/Sewer, City/County SID's and/or any other items as instructed by said parties.
  - b. To record the following document(s): Warranty Deed
  - c. To disburse funds pursuant to the Settlement Statement(s).
  - d. To issue title insurance policy or policies, from title commitment #1084834-FT dated 02/27/2023, which has been read and approved by the parties.

### **Water Rights**

The parties acknowledge that Insured Titles, is not responsible for the transfer of any water, or water rights. The parties hereby agree to hold you harmless from all liability for the failure of the transfer of water regardless of the reason or cause. If any transfer of water is consummated, it is an accommodation for the parties. The parties understand that you have not made a search of water rights to this land, and that you are not making any representations or warranties concerning said water rights.

By Montana law, failure of the parties at closing or transfer of real property to pay the required fee to the Montana Department 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.

**Loan Calculations/Payoffs**

Loan payoff amounts shown on Settlement Statement(s) were provided to Insured Titles, by the lender(s), or escrow provider(s), which payoff statement(s) have been read and approved. Parties acknowledge that additional interest or other demands may have been added to the payoff(s) to account for potential delivery or posting delays by the lender(s). Any inaccuracies or deficiencies in the calculation of these amounts by the lender(s) or escrow provider(s) remain the responsibility of the party legally obligated therefor.

SHOULD THIS TRANSACTION CLOSE LATER THAN THE SPECIFIED CLOSING DATE, YOU ARE AUTHORIZED TO ADJUST THE PAYOFF AMOUNT AND/OR OTHER DEMANDS OR FEES TO THE EXISTING PAYOFF STATEMENT(S) AND MAKE CORRESPONDING ADJUSTMENTS FROM OUR PROCEEDS.

**Forbearance Agreements**

The parties hereby confirm that the payoff(s) may include any Forbearance Agreement amounts due if applicable and understand that they are responsible for all amounts due, even if the lender(s) neglected to include all funds owing in the payoff demand(s).

**LINE OF CREDIT/Payoff Indemnification and Cancellation**

The parties indemnify and hold the Title Company and Settlement Agent harmless from incurring any costs, additional charges or interest in advances made but not disclosed on the payoff statement(s) provided by the equity line of credit lender(s).

The parties represent that no advance on the line of credit has been made since the opening of this escrow or after receipt of the payoff statement. Upon payoff of the line of credit, Settlement Agent is instructed to request that the lender cancel the line of credit. If after receipt of payoff the parties make demands for additional funds, the parties shall deposit those funds immediately with the Title Company and authorize the Title Company to utilize those funds to effectuate the close of the line of credit.

**ACKNOWLEDGEMENT OF ESCROW/SETTLEMENT AGENT SERVICES**

A. **Legal or Financial Advice**

The parties acknowledge and understand that Settlement Agent is not authorized to practice law, nor does Settlement Agent give financial advice. The parties are advised to seek legal and financial counsel and advice concerning the effect of this escrow transaction. The parties acknowledge that no representations have been made by Settlement Agent about the legal sufficiency, legal consequences, financial effects, or tax consequences of the within escrow transaction.

B. **Preparation of Form Documents**

The parties further declare all instruments to which they are a party, if prepared by Insured Titles, have been prepared under the direction of their attorney, agents acting on their behalf, or the party itself, at their direction or request, and particularly declare that copying legal descriptions from title reports onto forms of deeds, etc., or reforming of legal descriptions or agreements, is or will be solely at their direction or request of the parties.

C. **Personal Property Tax**

No examination or assurance as to the amount or payment of personal property taxes is required unless specifically requested.

D. **Federal Tax Reporting (1099 Forms)**

The parties acknowledge that upon the transfer of real property, Settlement Agent must provide information pertaining to the escrow transaction to the Internal Revenue Service as required by Internal Revenue Code Section §6045. The parties shall provide Settlement Agent all information necessary to produce the tax reporting documentation in compliance with Federal Law.

Insured Titles, is authorized and instructed to insert appropriate information on any and all documents generated by this escrow, which may or may not have been previously signed by the parties herein.

## **GENERAL PROVISIONS**

### **Close of Escrow**

The close of escrow means the date on which instruments referred to herein are filed for record unless otherwise indicated, and recordation of any instrument delivered through this escrow, if necessary, in issuing a title insurance policy.

### **Deposit of Funds and Disbursements**

You are authorized to close escrow and disburse upon receipt of good and available funds. All funds received in this escrow shall be deposited in one or more of your Federally Insured Escrow Trust Accounts. All disbursements shall be made by your check and/or wire transfer from your Federally Insured Escrow Trust Account.

### **Conflicting Demands, Disputes or Claims**

Should any dispute arise between the parties, and/or any other party, concerning the property or funds involved in the transaction, the Settlement Agent may, in its sole discretion, hold all documents and funds in their existing status pending resolution of the dispute. Settlement Agent may join or commence a court action, deposit the money and documents held by Settlement Agent with the court, and ask the court to determine the rights of the parties. Upon depositing said funds and documents with the court, the Settlement Agent shall have no further duties or responsibilities under these instructions. The parties jointly and severally agree to pay the Settlement Agent's costs, expenses and reasonable attorney's fees incurred in any lawsuit arising out of or in connection with this transaction or these instructions, whether such lawsuit is initiated by the Settlement Agent, the parties, or any other person.

### **Facsimiles/Electronic Document Delivery**

In the event any of the parties utilize facsimile or electronically transmitted documents, the parties agree to accept and instruct Insured Titles, to rely upon documents as if they bore original signatures. The parties agree to provide any such transmitted documents bearing the original signatures within 5 days of transmission. The parties acknowledge and agree that any documents necessary for recording may not be accepted by the County Clerk and Recorder, with facsimile or electronically transmitted signatures, thus delaying the close of escrow.

### **Right of Cancellation**

These instructions are effective for fifteen (15) days from the date hereof; and thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow. The parties, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written instructions executed and agreed upon by all parties.

### **Authorization to Furnish Copies**

You are authorized to furnish a copy of these instructions, amendments, Settlement Statement(s) and any other documents deposited in this escrow, except as noted in the paragraph immediately below, only to lender(s), real estate agent(s), broker(s) and/or attorney(s) involved in this transaction ("interested third parties") upon request.

The **Closing Disclosure** will not be provided to interested third parties or to an outside party. This is mandated by privacy regulations, lenders' requirements, and for the protection of NPPI (Non-Public Personal Information).

### **Consumer Complaints**

Any concern or complaint about the settlement services or title insurance received, please contact our compliance team at:

**cfpb@titlefc.com** or  
Title Financial Corporation  
Compliance Department  
P.O. Box 580  
Blackfoot, Idaho 83221



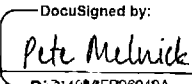
**The parties acknowledge these Escrow Closing Instructions constitute the entire agreement between the Settlement Agent and the parties. Any amendments and/or supplements to these instructions must be made in writing.**

**The parties acknowledge and represent they have been afforded adequate time and opportunity to read and understand these Escrow Closing Instructions and all other documents in connection with this transaction and agree to the same.**

Dated:

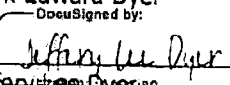
**BUYER(S): Flathead County, Montana**

Flathead County, Montana

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Pete Melnick  
Title: County Administrator

Address:  
**800 South Main Street  
Kalispell, MT 59901**

**SELLER(S): Mark Edward Dyer and Jeffery Lee Dyer and Ray Robert Dyer**

Mark Edward Dyer  
DocuSigned by:  
  
Jeffery Lee Dyer

Ray Robert Dyer

Address:  
**450 Steel Bridge Rd.  
Kalispell, MT 59901**

**The parties acknowledge these Escrow Closing Instructions constitute the entire agreement between the Settlement Agent and the parties. Any amendments and/or supplements to these instructions must be made in writing.**

**The parties acknowledge and represent they have been afforded adequate time and opportunity to read and understand these Escrow Closing Instructions and all other documents in connection with this transaction and agree to the same.**

Dated:

**BUYER(S): Flathead County, Montana**

Flathead County, Montana

By: \_\_\_\_\_

Name: Pete Melnick  
Title: County Administrator

Address:

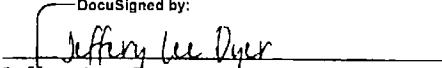
**800 South Main Street  
Kalispell, MT 59901**

**SELLER(S): Mark Edward Dyer and Jeffery Lee Dyer and Ray Robert Dyer**

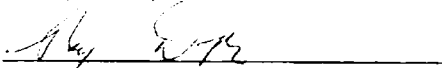
  
\_\_\_\_\_

Mark Edward Dyer

DocuSigned by:

  
\_\_\_\_\_

Jeffery Lee Dyer

  
\_\_\_\_\_

Ray Robert Dyer

Address:

**450 Steel Bridge Rd.  
Kalispell, MT 59901**



## Privacy Policy

**This policy applies to the following entities: Title Financial Corporation, Flying S Title and Escrow of Idaho, Inc., Flying S Title and Escrow of Montana, Inc., Flying S Title and Escrow of Wyoming, Inc., Insured Titles, and Title Financial Specialty Services.**

At Title Financial Corporation, we recognize that privacy is important. This Policy applies to all websites offered by Title Financial Corporation. Title Financial Corporation adheres to the US safe harbor privacy principles of Notice, Choice, Onward Transfer, Security, Data Integrity, Access, and Enforcement.

### Information We Collect and How We Use It

We offer a number of services that do not require you to register for an account or provide any personal information to us; however, in order to provide our full range of services, we may collect the following types of information:

- **Information You Provide** – When you sign up for a Title Financial Corporation service or promotion that requires registration, we ask you for personal information (such as your name, email address, and address information). For certain services, we may give you the opportunity to opt out of combining such information.
- **Log Information** – When you use Title Financial Corporation services, our servers automatically record information that your browser sends whenever you visit a website. These server logs may include information such as your web request, Internet Protocol address, browser type, browser language, the date and time of your request, and one or more cookies that may uniquely identify your browser.
- **User Communications** – When you send email or other communication to Title Financial Corporation, we may retain those communications in order to process your inquiries, respond to your requests, and improve our services.
- **Other Sites** – This Privacy Policy applies to web sites and services that are owned and operated by Title Financial Corporation. We do not exercise control over the sites displayed as search results or links from within our various services. These other sites may place their own cookies or other files on your computer, collect data or solicit personal information from you.

Title Financial Corporation only processes personal information for the purposes described in the applicable Privacy Policy and/or Privacy Notice for specific services. In addition to the above, such purposes include:

- Providing our products and services to users, including the display of customized content, and advertising.
- Auditing, research and analysis in order to maintain, protect, and improve our services.
- Ensuring the technical functioning of our network.
- Developing new services.

### Choices for Personal Information

When you sign up for a particular service that requires registration, we ask you to provide personal information. If we use this information in a manner different than the purpose for which it was collected, then we will ask for your consent prior to such use.

If we propose to use personal information for any purposes other than those described in this Policy and/or in the specific service notices, we will offer you an effective way to opt out of the use of personal information for those other purposes. We will not collect or use sensitive information for purposes other than those described in this Policy and/or in the specific service notices, unless we have obtained your prior consent.

You can decline to submit personal information to any of our services, in which case Title Financial Corporation may not be able to provide those services to you.

### Information Sharing

Title Financial Corporation only shares personal information with other companies or individuals outside of Title Financial Corporation in the following limited circumstances:

- We have your consent. We require opt-in consent for the sharing of any sensitive personal information.
- We provide such information to our subsidiaries, affiliated companies, or other trusted businesses or persons for the purpose of processing personal information on our behalf. We require that these parties agree to process such information based on our instructions and in compliance with this Policy and any other appropriate confidentiality and security measures.
- We have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable Terms of Service, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against imminent harm to the rights, property or safety of Title Financial Corporation, its users or the public as required or permitted by law.

If Title Financial Corporation becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, we will provide notice before personal information is transferred and becomes subject to a different privacy policy.

#### **Information Security**

We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of data. These include internal reviews of our data collection, storage, and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data.

We restrict access to personal information to Title Financial Corporation employees, contractors, and agents who need to know that information in order to operate, develop, or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

#### **Data Integrity**

Title Financial Corporation processes personal information only for the purposes for which it was collected and in accordance with this Policy or any applicable service-specific privacy notice. We review our data collection, storage, and processing practices to ensure that we only collect, store, and process the personal information needed to provide or improve our services. We take reasonable steps to ensure that the personal information we process is accurate, complete, and current, but we depend on our users to update or correct their personal information whenever necessary.

#### **Accessing and Updating Personal Information**

When you use Title Financial Corporation services, we make good faith efforts to provide you with access to your personal information and either to correct this data if it is inaccurate or to delete such data at your request if it is not otherwise required to be retained by law or for legitimate business purposes. We ask individual users to identify themselves and the information requested to be accessed, corrected, or removed before processing such requests, and we may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup tapes), or for which access is not otherwise required. In any case where we provide information access and correction, we perform this service free of charge, except if doing so would require a disproportionate effort. Some of our services have different procedures to access, correct, or delete users' personal information. We provide the details for these procedures in the specific privacy notices or FAQs for these services.

#### **Enforcement**

Title Financial Corporation regularly reviews its compliance with this Policy. Please feel free to direct any questions or concerns regarding this Policy or Title Financial Corporation's treatment of personal information by contacting us at [cfpb@titlefc.com](mailto:cfpb@titlefc.com) or by writing to us at:

Privacy Matters  
Title Financial Corporation  
195 S Broadway/PO Box 580  
Blackfoot, ID 83221

When we receive formal written complaints at this address, it is Title Financial Corporation's policy to contact the complaining user regarding his or her concerns. We will cooperate with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that cannot be resolved between Title Financial Corporation and an individual.

#### **Changes to This Policy**

Please note that this Privacy Policy may change from time to time. We will not reduce your rights under this Policy without your explicit consent, and we expect most such changes will be minor. Regardless, we will post any policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of policy changes). Each version of this Policy will be identified at the top of the page by its effective date, and we will also keep prior versions of this Privacy Policy in an archive for your review.

If you have any additional questions or concerns about this Policy, please feel free to contact us any time at [cfpb@titlefc.com](mailto:cfpb@titlefc.com) or by writing to us at:

Privacy Matters  
Title Financial Corporation  
195 S Broadway / PO Box 580  
Blackfoot, ID 83221



**TAX AGREEMENT**

Date: **March 08, 2023**

File No.: **1084834-FT (kc)**

Property: **305 Wiley Dike Rd., Kalispell, MT 59901**


The tax value shown on the attached closing statement is based on ESTIMATES.

Buyer and Seller herein affirm and agree that Insured Titles, its employees, agents, or assigns have not made any warranties as to the accuracy of these tax figures. Further, Buyer and Seller agree that should the actual tax, as shown on the tax statement forwarded by the Flathead Assessor/Treasurer's Office during the year of the sale differ from the figure represented on the attached closing statement, the following will occur:

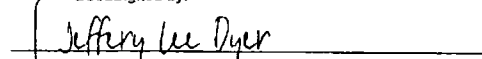
1. In the event Buyer has received excess credit based on the "estimated tax", Buyer agrees to reimburse Seller; or
2. In the event Buyer has not received sufficient credit based on the "estimated tax", Seller agrees to reimburse Buyer.
3. Payment of the pro-rated portion, due, if any, shall be made by the respective party (directly to the party) within thirty (30) days after notification of the actual tax assessed.
4. In the event there is no proration due to the property's status at the time of sale, parties agree to prorate outside of escrow, per their agreement.
5. PAYMENT OF ANY SUBSEQUENT TAX STATEMENTS WHICH MAY BE RECEIVED AFTER DATE OF CLOSING ON THIS TRANSACTION WILL BE HANDLED DIRECTLY BETWEEN THE RESPECTIVE PARTIES, AND INSURED TITLES DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY IN CONNECTION THEREWITH.

**2023 Real Property Tax(es) for Parcel No. 0969640**  
Tax Amount **\$232.83 (Based on 2022 Tax Bill)**

Dated: \_\_\_\_\_ day of 3/12/2023, 20\_\_\_\_\_


  
\_\_\_\_\_  
Mark Edward Dyer  
DocuSigned by:

Flathead County, Montana

  
\_\_\_\_\_  
Jeffrey Lee Dyer

By: \_\_\_\_\_

Name: Pete Melnick  
Title: County Administrator

  
\_\_\_\_\_  
Ray Robert Dyer



**TAX AGREEMENT**

Date: **March 08, 2023**

File No.: **1084834-FT (kc)**

Property: **305 Wiley Dike Rd., Kallispell, MT 59901**

The tax value shown on the attached closing statement is based on ESTIMATES.

Buyer and Seller herein affirm and agree that Insured Titles, its employees, agents, or assigns have not made any warranties as to the accuracy of these tax figures. Further, Buyer and Seller agree that should the actual tax, as shown on the tax statement forwarded by the Flathead Assessor/Treasurer's Office during the year of the sale differ from the figure represented on the attached closing statement, the following will occur:

1. In the event Buyer has received excess credit based on the "estimated tax", Buyer agrees to reimburse Seller; or
2. In the event Buyer has not received sufficient credit based on the "estimated tax", Seller agrees to reimburse Buyer.
3. Payment of the pro-rated portion, due, if any, shall be made by the respective party (directly to the party) within thirty (30) days after notification of the actual tax assessed.
4. In the event there is no proration due to the property's status at the time of sale, parties agree to prorate outside of escrow, per their agreement.
5. PAYMENT OF ANY SUBSEQUENT TAX STATEMENTS WHICH MAY BE RECEIVED AFTER DATE OF CLOSING ON THIS TRANSACTION WILL BE HANDLED DIRECTLY BETWEEN THE RESPECTIVE PARTIES, AND INSURED TITLES DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY IN CONNECTION THEREWITH.

**2023 Real Property Tax(es) for Parcel No. 0969640**  
**Tax Amount \$232.83 (Based on 2022 Tax Bill)**

Dated: \_\_\_\_\_ day of 3/12/2023, 2023 \_\_\_\_\_ 9/14/2023

\_\_\_\_\_  
Mark Edward Dyer  
DocuSigned by:  
*Jeffery Lee Dyer*  
\_\_\_\_\_  
Jeffery Lee Dyer

\_\_\_\_\_  
Ray Robert Dyer

Flathead County, Montana  
  
\_\_\_\_\_  
DocuSigned by:  
By: *Pete Melnick*  
\_\_\_\_\_  
Name: Pete Melnick  
Title: County Administrator

Form 5030030-A (8-16-17)

### ALTA Commitment for Title Insurance

Issued By

### First American Title Insurance Company

**Transaction Identification Data for reference only:**

Issuing Agent and Office: Insured Titles, 44 4th Street West/P.O. Box 188, Kalispell, MT 59901 (406)755-5028

Issuing Office's ALTA ® Registry ID: 1027943

Loan ID No.:

Issuing Office Commitment/File No.: 1084834-FT

Property Address: 305 Wiley Dike Rd., Kalispell, MT 59901

Read & Approved as to Form & Content

Revision No.: 1

#### SCHEDULE A

DS  
PM

1. Commitment Date: **July 19, 2023 at 7:30 A.M.**

2. Policy (or Policies) to be issued:

Premium Amount reflects applicable rate

(a)  2006 ALTA ® Standard Owner's Policy

Proposed Insured: **Flathead County, Montana**

Proposed Policy Amount: **\$1,500,000.00**

Endorsements:

Premium Amount \$ **3,500.00**  
\$

(b)  2006 ALTA ® Loan Policy

Proposed Insured:

Proposed Policy Amount: **\$0.00**

Endorsements:

Premium Amount \$  
\$

(c)  ALTA ® Policy

Proposed Insured:

Proposed Policy Amount: \$

Endorsements:

Premium Amount \$  
\$

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

4. The Title is, at the Commitment Date, vested in:

**Mark Edward Dyer and Jeffery Lee Dyer and Ray Robert Dyer as joint tenants**

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

5. The Land is described as follows:

**The land referred to herein is described in the Legal Description attached hereto as Exhibit A.**



By:

Authorized Countersignature  
(This Schedule A valid only when Schedule B is attached.)

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**Exhibit "A"**

Real property in the County of Flathead, State of Montana, described as follows:

**A parcel of land in the S1/2NE1/4 of Section 11, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana, described as follows:**

**Commencing at the West Quarter corner of said Section 11; thence South 89°39'07" East along the East-West Mid-Section line a distance of 2644.28 feet to the Center Quarter corner of said Section 11, said point being the True Point of Beginning of the tract of land to be described; thence continuing South 89°39'07" East along the East-West Mid-Section line a distance of 1320.62 feet to the Southeast corner of the SW1/4NE1/4; thence North 09°19'45" West a distance of 791.60 feet to a point; thence North 32°32'53" West a distance of 238.38 feet to a point; thence North 14°32'59" East a distance of 199.16 feet to a point; thence North 05°20'29" West a distance of 147.40 feet to a point on the North boundary of the S1/2NE1/4; thence North 89°39'20" West along said boundary of 1096.42 feet to the Northwest corner of the S1/2NE1/4; thence South 00°10'15" West along the North-South Mid Section line a distance of 1320.17 feet to the Point of Beginning.**

**As shown on Certificate of Survey No. 5607.**

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Form 5030030-BI (5-11-17)

ALTA Commitment for Title Insurance

Issued By

**First American Title Insurance Company**

**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
6. We require the attached Seller/Borrower Affidavit be completed prior to recording.

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Form 5030030-BII (8-16-17)

## ALTA Commitment for Title Insurance

Issued By

### First American Title Insurance Company

#### SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch or ditch rights, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

- 8. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Flathead to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Flathead County.
- 9. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- 10. 2023 taxes and special assessments are an accruing lien, amounts not yet determined or payable.

The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	First Half / Status	Second Half / Status	Parcel Number	Covers
2022	\$116.42 paid	\$116.41 paid	0969640	Subject Land

- 11. Easement for flooding, subirrigating, draining, or otherwise affecting with the waters of Flathead Lake and its tributaries granted to The Montana Power Company, recorded September 13, 1952, in Book 343, Page 203, as Doc. No. 4721.
- 12. Easement for electric transmission or distribution line or system granted to Flathead Electric Cooperative, Inc., recorded May 11, 1961, in Book 438, Page 729, as Doc. No. 3165.
- 13. Easement for constructing, maintaining and repairing ditches, pipelines and/or mains which convey water granted to Leslie L. Cooper, Sally Cooper, Calvin A. Loudon, Bernice Loudon and Richard Altenburg, recorded January 24, 1979, in Book 661, Page 640, as Doc. No. 1119.
- 14. Easement for constructing, maintaining and repairing ditches, pipelines and/or mains which convey water granted to Leslie L. Cooper, Sally Cooper, Calvin A. Loudon, Bernice Loudon and Richard Altenburg, recorded February 6, 1980, in Book 688, Page 147, as Doc. No. 1586.
- 15. Easement for a 40 foot utility and roadway easement for ingress and egress granted to Calvin A. Loudon and Bernice Loudon, recorded February 6, 1980, in Book 688, Page 149, as Doc. No. 1587.
- 16. Easement for a right of way for an electric transmission or distribution line granted to Flathead Electric Cooperative, Inc., recorded October 29, 1982 in Book 750 of , Page 881, as Doc. No. 16133.

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

17. Reciprocal Easement Agreement upon the terms, conditions and provisions contained therein:  
Parties: Alexander Wiley, Jr., John C. Dyer, Pauline C .Dyer, Dale Huntsman, Anastasia M. Randall  
and Virginia R. Buckland  
Recorded: April 3, 1995, Doc. No. 95-093-15150
18. Easement for a natural gas pipeline, communications system and necessary appurtenances granted to The Montana Power Company, recorded August 16, 1996, as Doc. No. 96-229-09010.
19. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Certificate of Survey No(s) 5554, 5607 and 15686, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

---

**INFORMATIONAL NOTES**

---

- A. **Notice:** Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company may not be able to close and insure a transaction involving Land that is associated with these activities.

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

# CERTIFICATE OF SURVEY

## S 1/2 NE 1/4, SEC. 11, T27N, R21W, PM, M., FLATHEAD CO.

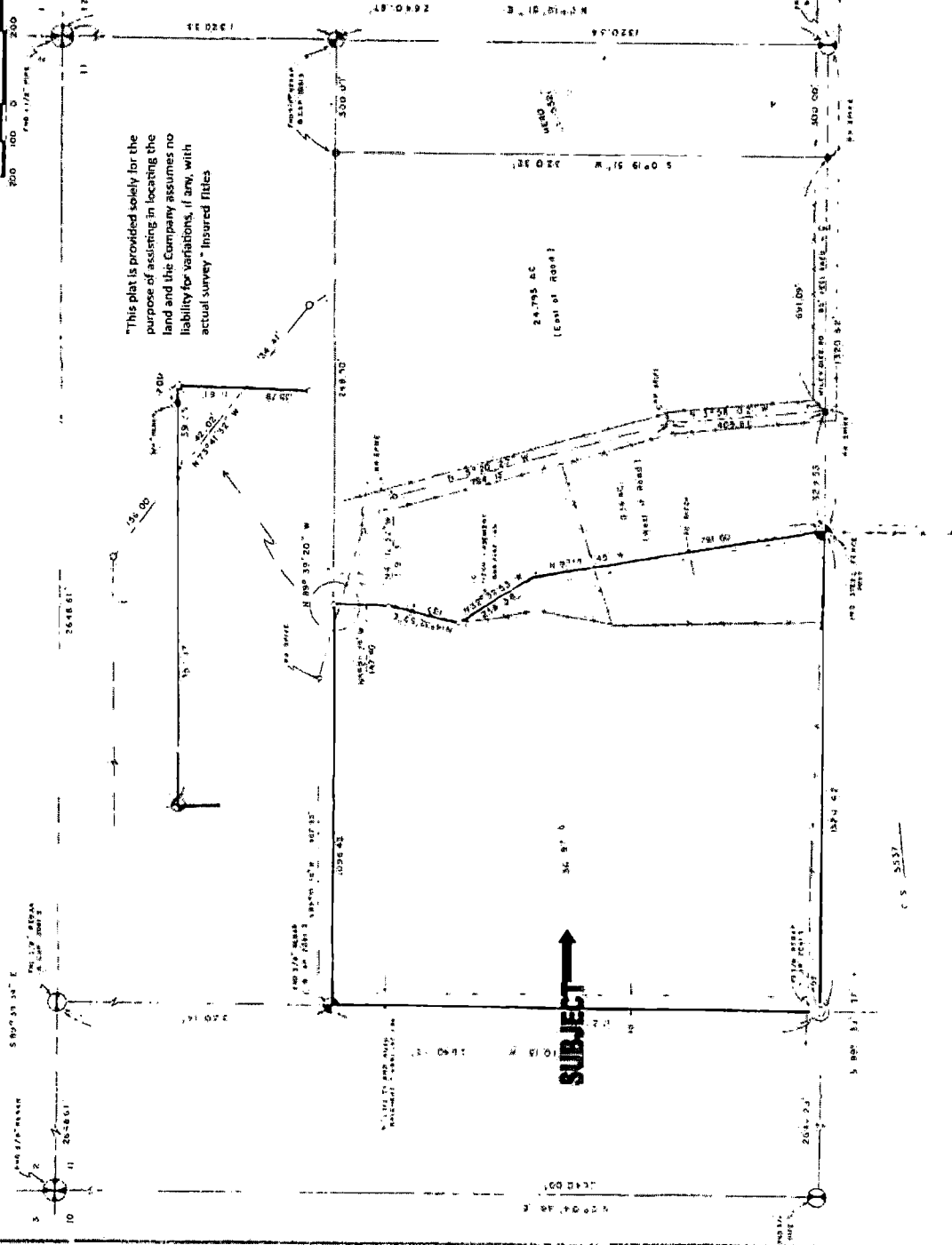
For: WILEY  
March 20, 1940

SCALE 1" = 200'  
200 100 0 100 200 400

Real Approved Form 8 Content

PURPOSE OF THIS SURVEY  
Boundary line adjusted

This plat is provided solely for the purpose of assisting in locating the land and the Company assumes no liability for variations, if any, with actual survey - Insured titles



**SUBJECT** →

- LEUCO
- SFC. COP (AS NOTED)
- 1/4 CORNER (AS NOTED)
- CENTER SECTION (AS NOTED)
- 1/16 CORNER (AS NOTED)
- FOUND (AS NOTED)
- SET 1/2" REBAR IN CAP (REVIS)

CERTIFICATE OF SURVEYOR

APPROVED: [Signature]

EXAMINING LAND SURVEYOR: [Signature]

STATE OF MONTANA  
COUNTY OF FLATHEAD  
FILED ON THE 20th DAY OF MARCH, 1940, A.M.

CLERK & RECORDER: [Signature]

BOOK: [Blank] PAGE: [Blank]  
INSTRUMENT REC. NO. 52267

SHEET 1 OF 1 SHEETS

CERTIFICATE OF SURVEY No. 52267

53177





DS  
PM

**AND WHEN RECORDED MAIL TO:**  
Flathead County, Montana

Filed for Record at Request of:  
Insured Titles

Space Above This Line for Recorder's Use Only

Order No.: 1084834-FT  
Parcel No.: 0969640

## **WARRANTY DEED**

FOR VALUE RECEIVED,

**Mark Edward Dyer and Jeffery Lee Dyer and Ray Robert Dyer as joint tenants**

hereinafter called Grantor(s), do(es) hereby grant, bargain, sell and convey unto

**Flathead County, Montana**

whose address is: **800 South Main Street, Kalispell, MT 59901**

Hereinafter called the Grantee, the following described premises situated in **Flathead County, Montana**, to-wit:

Legal Description attached hereto as Exhibit A.

SUBJECT TO covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of record.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantees and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all lawful claims whatsoever.



## **EXHIBIT A**

**A parcel of land in the S1/2NE1/4 of Section 11, Township 27 North, Range 21 West, P.M.M., Flathead County, Montana, described as follows:**

**Commencing at the West Quarter corner of said Section 11; thence South 89°39'07" East along the East-West Mid-Section line a distance of 2644.28 feet to the Center Quarter corner of said Section 11, said point being the True Point of Beginning of the tract of land to be described; thence continuing South 89°39'07" East along the East-West Mid-Section line a distance of 1320.62 feet to the Southeast corner of the SW1/4NE1/4; thence North 09°19'45" West a distance of 791.60 feet to a point; thence North 32°32'53" West a distance of 238.38 feet to a point; thence North 14°32'59" East a distance of 199.16 feet to a point; thence North 05°20'29" West a distance of 147.40 feet to a point on the North boundary of the S1/2NE1/4; thence North 89°39'20" West along said boundary of 1096.42 feet to the Northwest corner of the S1/2NE1/4; thence South 00°10'15" West along the North-South Mid Section line a distance of 1320.17 feet to the Point of Beginning.**

**As shown on Certificate of Survey No. 5607.**