

The County of Yellowstone, Montana
(hereinafter referred to as The County of Yellowstone Montana, County, and/or Grantee)
Right-of-Way Agreement

Central and 48th Intersection

Project Name

Project No.: 21001.14

Yellowstone

Montana County

Parcel	From Station	To Station	QtrQtr, Tract, COS #, Etc.	Section	Township	Range
1	0+00 RT (Central Ave)	6+00 RT (Central Ave)	Portion of NE1/4, Tract 2-B of C.O.S. NO. 1880 Third Amended	9	1S	25E

List Names & Addresses of the Grantors
(Contract Purchaser, Contract Seller, Lessee, etc.)

Staley Family Irrevocable Land Trust
c/o Harry Staley, trustee
4904 Central Avenue
Billings, MT 59106

1. In consideration of the payments herein set forth and the specific agreements to be performed by the parties hereto and written in this agreement, the parties bind themselves to the terms and conditions stated herein. No verbal representations or agreements shall be binding upon either party. This agreement is effective upon execution by the Grantor and Grantee or a designated representative. Grantee will record the deed(s)/easement(s) as soon as possible to provide public notice of the transfer and protect the Grantee's ownership rights against future claims. Possession of the property is when payment is sent in full or when the initial payment of a multiple payment arrangement is sent, whichever comes first. Grantors certify that any encumbrances on the property are shown on this agreement. If Grantors sell their remaining property prior to the project being constructed, Grantors agree to provide the Purchaser(s) with a copy of this entire Right-of-Way Agreement and agree to make the sale of their remaining property subject to all the terms and conditions contained in this Right-of-Way Agreement. Grantors contract that they will, on the County's request, execute deeds and/or easements required by the County for all real property agreed to be conveyed by this agreement.

Taxes and special assessments, if any, delinquent from former years, and taxes and special assessments for the current year, if due and/or payable, shall be paid by the Grantor. This Agreement embodies the whole Agreement between the parties hereto as it pertains to the real estate, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein. The Grantor hereby agrees that the compensation herein provided to be paid includes full compensation for their interest and the interests of their life tenants, remaindermen, reversioners, liens and lessees, and any and all other legal and equitable interest that are or may be outstanding and said Grantor agrees to discharge the same. This Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon the respective heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties, only when the same shall have been approved by the County on behalf of the Board of County Commissioners of Yellowstone County, Montana.

2. COMPENSATION FOR LAND AND IMPROVEMENTS (list acreage and improvements to be acquired.)

Public Road and Utility Easement
2,655 sq.ft. x \$7.50 per sq.ft. x 95% =

\$18,917.00

3. OTHER COMPENSATION

Temporary Construction Easement Lump Sum	\$500.00
Cost to Cure	\$0.00
Rounding	\$33.00

4. TOTAL COMPENSATION (includes all damages to the remainder): \$19,450.00

5. IT IS UNDERSTOOD AND AGREED THE COUNTY SHALL MAKE PAYMENTS AS FOLLOWS:

The undersigned grantors hereby authorize and instruct The County of Yellowstone, Montana to pay the entire consideration of \$5,050.00 to the Staley Family Irrevocable Land Trust, 4904 Central Avenue, Billings, MT 9106. The undersigned owners of the premises herein described, hereby agree a single payment shall constitute full, total, and complete payment for all interest owned and to be conveyed by the undersigned in compliance with the terms of this instrument. Any allocation of payment between undersigned grantors will be negotiated independent of the County. A payment is to be mailed to the address above.

6. At no expense to the Grantor and at the time of roadway construction, permission is hereby granted the County and/or its contractors to enter upon the Grantor's land at the locations and for the purposes described as follows:

A. Station 0+00 to Station 6+00 (Central Ave) Temporary Construction Easement RT

It is understood and agreed that temporary construction easements will be in effect for a period beginning the 1st day of construction on the property and will remain in effect for a period of 2 years from that date.

7. The Grantor and Grantee agree that the Grantee will coordinate construction activities on the Grantor's property with regards to irrigation activities. The Grantee agrees to restore the impacted surface and underground irrigation system back to its original condition as much as practical upon completion of the project.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN:

Grantors' Statement: We understand that we are required by law to provide our correct taxpayer identification number(s) to the County of Yellowstone, Montana and that failing to comply may subject us to civil and criminal penalties. We agree to provide our correct taxpayer identification number(s) by submitting a completed and signed W-9 or W-8 form. We further agree to provide the County with a completed and signed W-9 or W-8 from all persons and/or entities receiving payments by assignment from us in this agreement. We further agree and authorize the County to process the payments outlined in this agreement by withholding a percentage of the payments, if required by the IRS, if we fail to submit the W-9 or W-8 forms within 30 days of signing this agreement.

Signature: Harry Staley, trustee of the Staley Family Irrevocable Land Trust Date

Signature: Date

Recommended for Approval:

Approved for and on Behalf of the County

R/W Agent: Tony Gaddo Date

Name: Date

Clear Route Real Estate

Title:



Clear Route

Attest

Name: _____ Date _____
Title: _____

R/W Agreement Figure 1

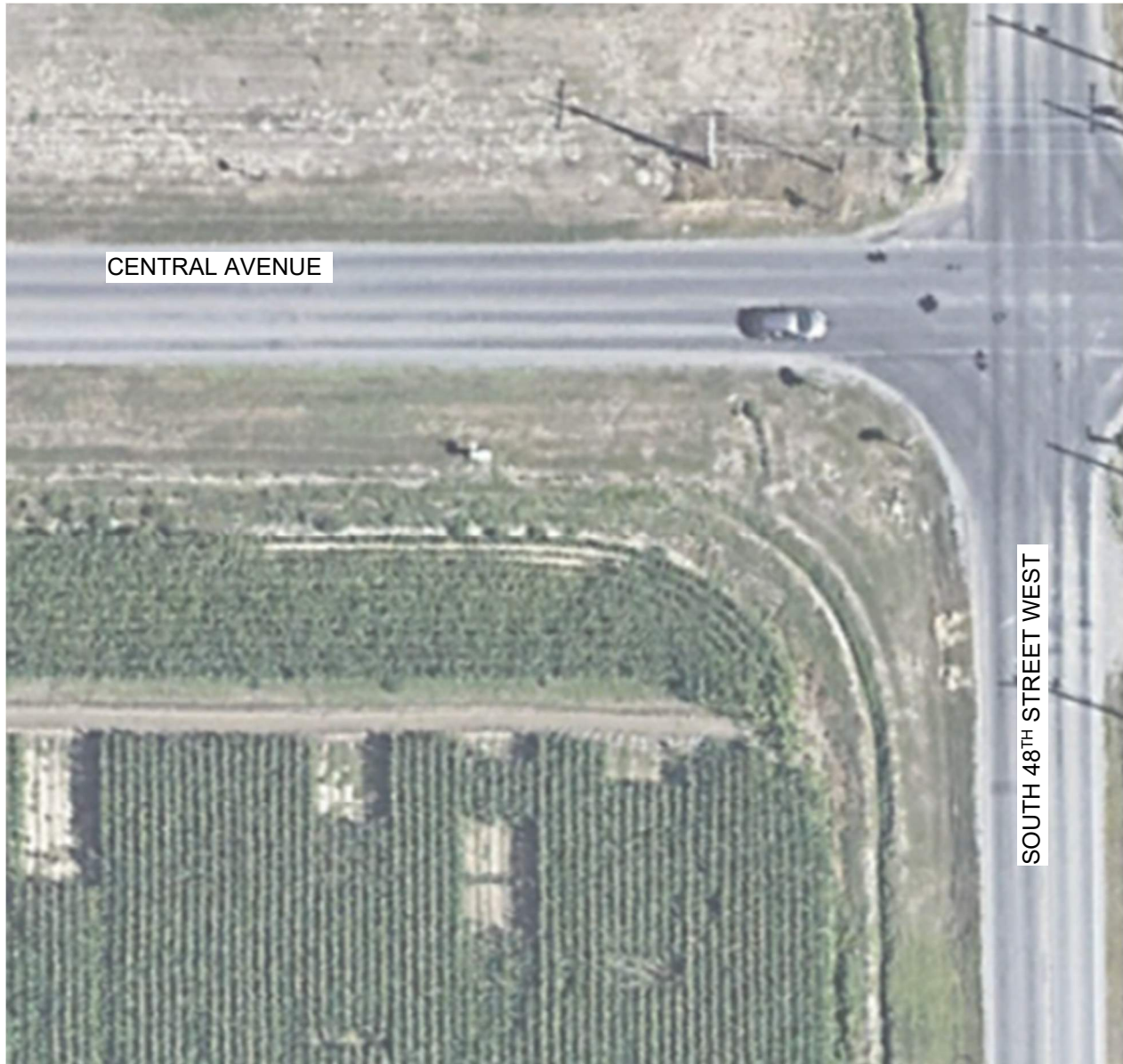
(1) Current Project Information

PROJECT NO.: 21001.14

PARCEL NO.: 1

PROJECT NAME: Central and 48th Intersection

(2) RECORD OWNER: Staley Family Irrevocable Land Trust



Notes: Aerial image locations are approximate and may not be exact. Refer to easement exhibits for detail.

RETURN TO:

Yellowstone County Public Works
P.O. Box 35024
Billings, MT 59107

PUBLIC ROAD AND UTILITY EASEMENT

Staley Family Irrevocable Land Trust, whose address is 4904 Central Avenue, Billings, MT 59106, the GRANTOR, in consideration of One and No/100 – Dollars and other and valuable consideration, in hand paid, conveys and grants to the **County of Yellowstone, Montana**, a political subdivision of the State of Montana, organized and existing under the laws of the State of Montana, GRANTEE, its successors and assigns, a perpetual, full and unrestricted public road and utility easement and right-of-way, in, over, under, along, through, and across the following described real property located in Yellowstone County, Montana:

That part of NE1/4 of Section 9, Township 1 South, Range 25, of the Principal Montana Meridian, Yellowstone County, Montana, described as Tract 2-B of Certificate of Survey No. 1880 Third Amended on file in the office of the Clerk and Recorder of said County, under Document #3515300.

The easement is more particularly described on the attached Exhibit A which by this reference is made a part hereof.

All improvements installed within the easement by GRANTEE are the property of the GRANTEE, and removeable at its option. The failure of GRANTEE to exercise any of its rights granted herein shall not be construed as a wavier of abandonment of the right.

GRANTOR hereby covenants with GRANTEE that GRANTOR has good title to the above-described tract of land and covenants that GRANTEE shall have quiet and peaceable possession of the easement; and shall have a free and unrestricted right to access and maintain said facilities as long as the right-of-way of which this easement area is a part, remains a public

way.

The GRANTEE hereby covenants and agrees to defend and indemnify GRANTOR, its officers, directors, employees, agents and invitees and save them harmless from any and all liability, loss, costs or obligations, including, without limitation, reasonable attorneys' fees, on account of, or arising out of, any such injury or loss caused or claimed to be caused by the exercise of this easement or use of this easement, however occurring, other than those cause solely by the willful or negligent acts or omissions of the GRANTOR.

DATED this ____ day of _____, 20____.

By: _____

Grantor

STATE OF _____)
) :ss
County of _____)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public for the State of _____, personally appeared _____, known to me to be _____ of the Staley Family Irrevocable Land Trust and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument for and on behalf of the Staley Family Irrevocable Land Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

Notary Public for the State of _____

(Printed Name)

Residing at _____

My Commission expires _____/_____/20____

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYENCE

The Board of County Commissioners of Yellowstone County, Montana, acknowledges receipt of this Public Road and Utility Easement and hereby accepts the property interest conveyed through this instrument.

**COUNTY OF YELLOWSTONE, MONTANA
BOARD OF COUNTY COMMISSIONERS**

By: Chris White
Title: Member

Date: _____

By: Mark Morse
Title: Member

Date: _____

By: Mike Waters
Title: Member

Date: _____

ATTEST:

By: Jeff Martin
Title: Clerk and Recorder

Date: _____

STATE OF MONTANA)
)ss.
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared Chris White, Mark Morse, Mike Waters, and Jeff Martin, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of the County of Yellowstone, Montana, whose names are subscribed to

the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the County of Yellowstone, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

Notary Public for the State of Montana

(Printed Name)

Residing at _____

My Commission Expires ____/____/20____

8/01/25 MDB

RETURN TO:

Yellowstone County Public Works
P.O. Box 35024
Billings, MT 59107

TEMPORARY CONSTRUCTION EASEMENT

Staley Family Irrevocable Land Trust, whose address is 4904 Central Avenue, Billings, MT 59106, the GRANTOR, in consideration of \$1.00 and for other and valuable considerations, receipt of which is acknowledged, grants to the County of Yellowstone, Montana, a political subdivision of the State of Montana, organized and existing under the laws of the State of Montana, GRANTEE, its successors and assigns, a temporary construction easement, in, through, and across a strip of land situated in Yellowstone County, Montana, to be located on the following described real property: That part of NE1/4 of Section 9, Township 1 South, Range 25, of the Principal Montana Meridian, Yellowstone County, Montana, described as Tract 2-B of Certificate of Survey No. 1880 Third Amended on file in the office of the Clerk and Recorder of said County, under Document #3515300.

The easement is more particularly described on the attached Exhibit A which by this reference is made a part hereof.

The GRANTOR states that he possesses the real property described above and that he has a lawful right to grant an easement thereon.

The terms, covenants, and provisions of this easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

Upon completion of the project for which access is hereby provided, the GRANTEE shall restore the property as nearly as possible to its original condition. The GRANTEE agrees to hold

GRANTOR harmless from any and all liability that may result or arise from the exercise of the rights granted hereby.

GRANTOR hereby covenants with GRANTEE that GRANTOR has good title to the above-described tract of land and covenants that GRANTEE shall have quiet and peaceable possession thereof and use thereof during the period of this Temporary Construction Easement. This Temporary Easement is in effect for a period beginning the 1st day of construction on the property, and ending two (2) years later, at which time this easement shall expire and be of no force and effect.

DATED this ____ day of _____, 20____.

By: _____

Grantor

\
STATE OF _____)
):ss
County of _____)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public for the State of _____, personally appeared _____, known to me to be _____ of the Staley Family Irrevocable Land Trust and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument for and on behalf of the Staley Family Irrevocable Land Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

Notary Public for the State of

(Printed Name)

Residing at _____

My Commission expires _____/_____/20____

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYENCE

The Board of County Commissioners of Yellowstone County, Montana, acknowledges receipt of this Temporary Construction Easement and hereby accepts the property interest conveyed through this instrument.

**COUNTY OF YELLOWSTONE, MONTANA
BOARD OF COUNTY COMMISSIONERS**

By: Chris White
Title: Member

Date: _____

By: Mark Morse
Title: Member

Date: _____

By: Mike Waters
Title: Member

Date: _____

ATTEST:

By: Jeff Martin
Title: Clerk and Recorder

Date: _____

STATE OF MONTANA)
)ss.
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared Chris White, Mark Morse, Mike Waters, and Jeff Martin, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of the County of Yellowstone, Montana, whose names are subscribed to

the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the County of Yellowstone, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

Notary Public for the State of Montana

(Printed Name)

Residing at

My Commission Expires ____/____/20____

EXHIBIT A

CONSTRUCTION EASEMENT WITHIN TRACT 2B,
CERTIFICATE OF SURVEY No. 1880, 3RD
AMEND.

PREPARED FOR : HARRY STALEY

AUGUST, 2025

PREPARED BY : sanbell

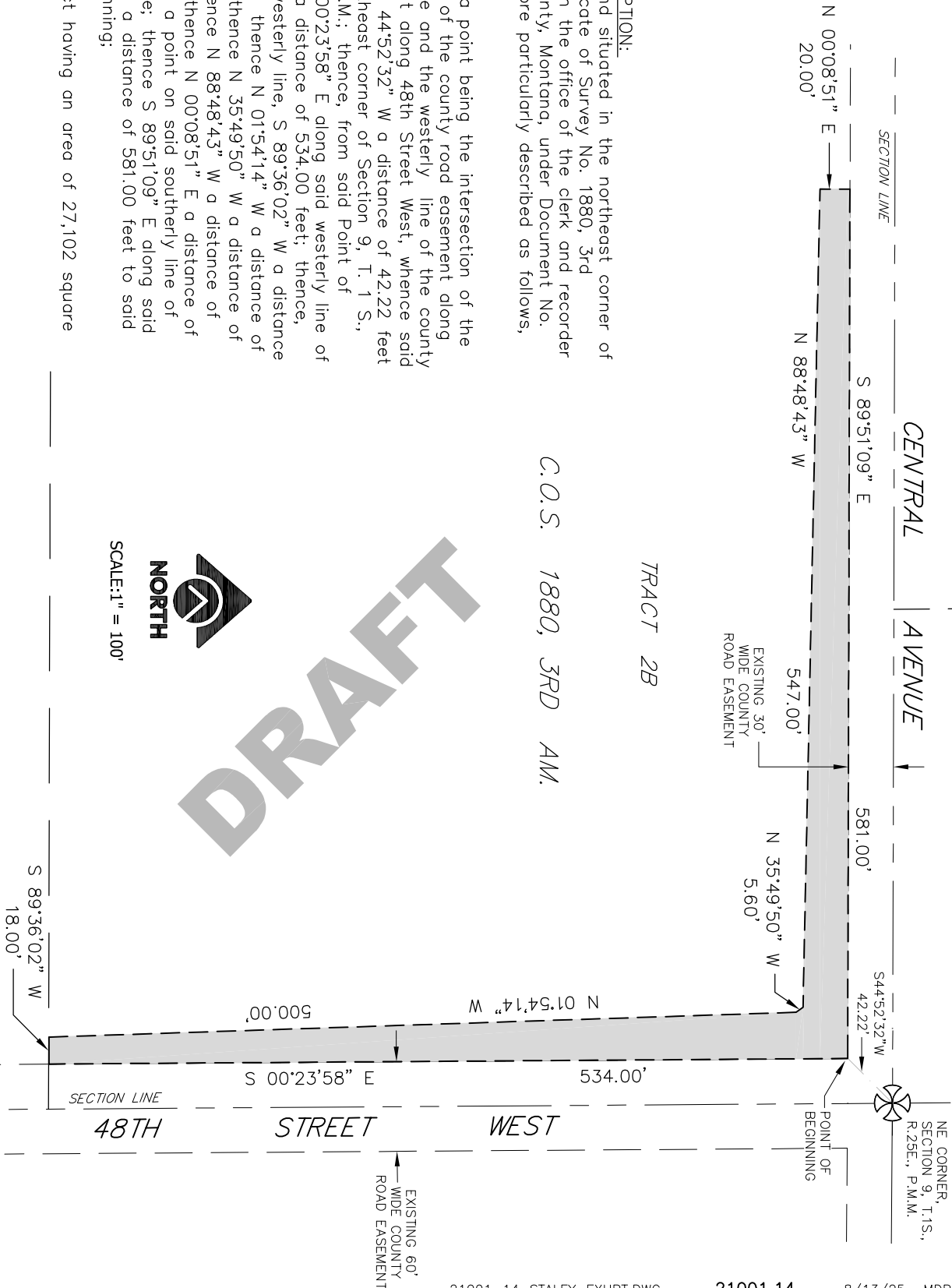
BILLINGS, MONTANA

BOUNDARY DESCRIPTION:

A tract of land situated in the northeast corner of Tract 2B of Certificate of Survey No. 1880, 3rd Amended, on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 3515300, being more particularly described as follows, to-wit:

Beginning at a point being the intersection of the southerly line of the county road easement along Central Avenue and the westerly line of the county road easement along 48th Street West, whence said point bears S 44°52'32" W a distance of 42.22 feet from the northeast corner of Section 9, T. 1 S., R. 25 E., P.M.M.; thence, from said Point of Beginning, S 00°23'58" E along said westerly line of 48th Street, a distance of 534.00 feet; thence, leaving said westerly line, S 89°36'02" W a distance of 18.00 feet; thence N 01°54'14" W a distance of 500.00 feet; thence N 35°49'50" W a distance of 5.60 feet; thence N 88°48'43" W a distance of 547.00 feet; thence N 00°08'51" E a distance of 20.00 feet to a point on said southerly line of Central Avenue; thence S 89°51'09" E along said southerly line, a distance of 581.00 feet to said Point of Beginning;

said described tract having an area of 27,102 square feet, more or less.



Waiver Valuation

(revised)

(1) Current Project Information

PROJECT NO.: 21001.14

PROJECT NAME: Central and 48th Intersection

PARCEL NO.: 1

(2) RECORD OWNER: Staley Family Irrevocable Land Trust

ADDRESS: 4834 Central Avenue

CITY, STATE, ZIP Billings, MT 59106

CONTRACT PURCHASER: N/A

ADDRESS:

CITY, STATE, ZIP

LESSEE OF ACQUISITION:

ADDRESS:

CITY, STATE, ZIP



Date Taken: 7/14/25
Taken From: Southwest corner
Remarks: Impacted area, irrigation

Taken By: Tony Gaddo
Facing: South along 48th

(3) **LARGER PARCEL SIZE & LAND VALUE CLASSIFICATION:**

The subject property is comprised of one legal tract of land with a total size of 10.000 acres.

(4) **LAND VALUE ANALYSIS (State data source and/or reference sales used in support of the valuation:**

The subject property has been valued as if raw, vacant land that is available for the highest and best use. The data for the subject property and comparable sales was verified by an external field inspection and desk review. This is a simplified valuation report, and as such, contains summary discussions of the data, reasoning and analysis that were used to develop the opinion of value.

The subject property's current use is as rural agricultural land that includes irrigation ditch improvements both above and below ground. The subject property is zoned as A (Agriculture 10+ Acres) in Yellowstone County, a district to provide for a wide range typically of agricultural activities including crop and animal sales and service, while also allowing for limited commercial operations including community residential facilities, retirement homes, larger places of assembly/entertainment, hospice facilities, adult and child care facilities, campgrounds and RV parks (Yellowstone County Zoning Code Article 27-1000 Uses and Use Standards, Section 27-1002.C - Table 27-1000.1). The surrounding area consists of neighboring single and multi-family homes, agricultural operations, religious institutions, businesses, and proposed developments.

Consideration and review of currently available planning studies that included the subject property was completed as part of the comparable property analysis at the request of the County to consider the likely future land uses post-development/based on current land use planning efforts. The West Billings Plan (2001) discusses expanded zoning ordinances that should include commercial nodes of varying size at the intersections of arterial streets (West Billings Plan, Planned Growth Goal 1, PG1.A.4). Both Central Avenue and S. 48th St. W. are classified as major arterials by The Functional Classification Map adopted by the Billings Metropolitan Planning Organization as part of the Long Range Transportation Plan.

Given the information and plans noted above, the highest and best use as it pertains to being legally permissible, physically possible, financially feasible, and maximally productive is commercial.

This valuation includes comparable sales that reflect the anticipated future land uses of the subject property following development, consistent with applicable land use plans in place by Yellowstone County and the City of Billings, Montana as detailed above.

The Sales Comparison approach was utilized to determine the land value of the subject property. The Sales Comparison approach is recognized as the most appropriate and reliable method for estimating the value of land such as the subject property. Research of the local real estate market was conducted to document recent sales information for properties similar to the subject property. The comparable sales information utilized to develop the opinion of value of raw, vacant land similar to the subject property is detailed below:

Comp. Parcel #	Subject	1	2	3
MLS #	- -	Crexi Listing	291999	303895
Property Address	4834 Central Ave Billings, MT	S 48 th St W Billings, MT	Parcel 4A 56 th W Billings, MT	6200 Grand Ave Billings, MT
Zoning Authority	County	City	County	City
Zoning	Agricultural (10+ac)	Planned Develop.	Unzoned	General Commercial
Current Use	Rural Agricultural	Vacant Commercial	Commercial - Storage Units	Commercial - Storage Units
Date of Sale	- -	Current Listing	3/16/2020	9/2/2020
Sales Price	- -	\$4,427,000	\$1,000,000	\$519,000
Size (acres)	10.000	11.390	10.020	5.210
Indicated \$/sq.ft.	- -	\$8.92	\$6.25 ¹	\$5.70 ¹

¹ Adjusted for current real estate market conditions

The comparable sales data ranged from \$6.25 per sq.ft. to \$8.92 per sq.ft. The average value of the three comparable parcels is \$6.96 per sq.ft. Comparable property characteristics were compared to the subject property as detailed below:

- Access: the subject property has similar access to Comparables 1 and 3, most similar to Comparable 1 which is also located adjacent to S. 48th St. W. Comparable 2 has access to arterial and interstate roads. The subject property is considered inferior to Comparable 1, superior to Comparables 2 and 3.
- Location: the subject property is located on the west end of Billings, most similar to Comparables 1 and 3. Comparable 2 is further removed from the subject, adjacent to Interstate 90.
- Size: the subject property exhibits a similar size to Comparables 1 and 2 with Comparable 3 being slightly smaller. The subject property is superior to Comparable 3.
- Shape: the subject property is rectangular in shape, most similar to Comparable 1. Comparable 2 has an irregular shape and Comparable 2 is triangular. The subject property is considered inferior to Comparable 1, superior to Comparables 2 and 3.
- Utilities: the subject property is not connected to public utility services currently, similar to Comparables 2 and 3. Comparable 1 has access to City of Billings water and sewer (City GIS). However, the subject property and comparable 3 are both in close proximity to existing facilities with master plans showing future utility improvements will be constructed.
- Zoning: the subject property is zoned agricultural while Comparables 1 and 3 incorporate commercial zoning and Comparable 2 is unzoned in the County. Zoning allowances for limited commercial applications in agricultural zoning are allowed within City/County zoning codes as detailed above in Section 4 of this report.
- Market Conditions: Comparable 1 is a current real estate listing that has been on the market since February 2024. Land sales information was limited for similar properties to the subject property for the last 6-12 months for the Billings area, requiring additional market research--additional comparable property data was reviewed beyond 12 months. Comparables 2 and 3 were last sold in 2020. The adjusted price per square foot included for Comparables 2 and 3 represent significant increases in commercial real estate market prices from 2020 to 2025, estimated to be 20% per year for tracts of raw vacant commercial land (Montana Department of Revenue, Median Property Value Changes, Commercial Property Values).

Given all the factors contained in this valuation, the indicated market value of the subject property is estimated to be \$7.50 per sq.ft. for unencumbered vacant land with similar property characteristics as just compensation for the acquisition of vacant land in fee.

Easements grant specific rights on a piece of land to another entity for specific uses, but do not transfer title of the land. Compensation for easement interests is determined as a percentage of the fee value (100% acquisition value) based on the level to which the acquired interest limits/encumbers the use of the property by the owner. For easements, the owner retains little use of the impacted land and is valued at 95% of the fee value.

(5) VALUE OF IMPROVEMENTS (including on-premise signs):

N/A

Personal property not considered realty in acquisition, easement, or construction permit

☐ Yes

☐ No

If Yes, please describe: N/A

(6) VALUATION:

Compensation for land & improvements:

Land:

Fee Simple

sq.ft. x \$0.00 per sq.ft. = \$0.00

Easements (Public Road and Utility Easement)

2,655 sq.ft. x \$7.50 per sq.ft. x 95% = \$18,917.00

Improvements (inclusive of site improvements);

N/A \$0.00

Fixtures & personal property (considered realty):



N/A

\$0.00

Subtotal of Land & Improvements \$18,917.00

Other compensation:

Temporary Construction Easement:

Lump Sum

\$500.00

Cost to cure:

N/A

\$0.00

Subtotal of Other Compensation \$500.00

Total Compensation: \$19,417.00

Compensation (Minimum Payment or Rounded): \$19,450.00

TOTAL COMPENSATION¹ \$19,450.00

¹ Rounded to nearest \$50 increment.
\$500 minimum with permanent easements.

(7) LESSEES INTEREST: N/A
LESSORS INTEREST: N/A

(8) I CERTIFY THAT:

- In the preparation of this valuation assignment, I have personally inspected this property and have no present or contemplated future interest herein; that the compensation to me for this valuation service is not contingent upon my value conclusions herein set forth; and that all statements herein are true to the best of my knowledge and belief.

RECOMMENDED FOR APPROVAL

Preparer Name

Date of Report

Place of Signature (City, State)

Tony Gaddo, Clear Route Real Estate
Senior R/W Consultant

October 24, 2025

Bozeman, Montana

Date of Value: October 6, 2025

Signature

Date

APPROVED FOR AND ON BEHALF OF THE COUNTY OF YELLOWSTONE, MONTANA

Date

Place of Signature (City, State)

Name:

Title:

Signature

Date

Parcel Number: 1

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Staley Family Irrevocable Land Trust	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 4904 Central Avenue	Requester's name and address (optional)
6 City, state, and ZIP code Billings, MT 59106		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SELLER OR BORROWER AFFIDAVIT

File No.: **1178315 (kw)**

Date: **April 03, 2025**

STATE OF Montana)

SS.

COUNTY OF Yellowstone)

Subject Property: **4834 Central Avenue, Billings, MT 59106**

2-B COS 1880 3rd Amd

Before me, the undersigned authority on this day personally appeared:

Staley Family Irrevocable Land Trust

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him/her and represents to the purchaser, lender and/or Old Republic National Title Insurance Company in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennas, carpeting, rugs, lawn sprinkling systems, blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise, other than items being paid through this transaction, except the following:

Secured Party

Approximate Amount

Initials

\$ _____

2. No loans or liens (**including Federal or State Liens, Judgment Liens, Child Support Liens or Medical Assistance Liens**) no judgments in sealed cases and no unpaid governmental or association taxes or assessments of any kind on such property, other than items being paid through this transaction, except the following:

Creditor

Approximate Amount

Initials

\$ _____

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the construction of improvements have been fully paid and satisfied. In addition, all appropriate building permits have been obtained for the original structure and any additions or remodeling.

True [☐] False [☐]

4. Are there parties in possession other than Affiant(s): Yes [☐] No [☐]

If yes, Option to Purchase [☐] Lease [☐] Contract for Deed [☐]

5. The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign estate, foreign trust or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations).
True [☐] False [☐]

Seller's address (office address, if Seller is an entity: home address if Seller is individual) is:

This Affidavit may be disclosed to the Internal Revenue Service and may be furnished to Buyer to satisfy an inquiry as to foreign status under Section 1446 of the Internal Revenue code.

INDEMNITY: I agree to pay on demand to the purchasers, lender and/or Old Republic National Title Insurance Company in this transaction, their successors and assigns, all amounts secured by any and all liens not shown above, together with all costs, losses and attorneys' fees that said parties may incur in connection with such unmentioned liens and not shown in accompanying commitment. Provided said liens either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception date prior to the consummation of this transaction.

I realize that the purchaser, lender and/or Old Republic National Title Insurance Company in this transaction are relying on the representations contained herein in purchasing same, lending money, insuring title thereon and would not purchase same, lend money or issue title insurance unless said representations were made. If seller or borrower is an entity, I have authority to sign on its behalf.

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