

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 R. 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 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 agree that they will execute the Public Road and Utility and Temporary Construction Easements required by the County as referenced herein.

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	
27,102 sq.ft.	\$500.00
Lump Sum	
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 \$19,450.00 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. 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 R. Staley, trustee of the Staley Family Irrevocable Land Trust


 Date

Signature:

Date

Recommended for Approval:

R/W Agent: Tony Gaddo

Clear Route Real Estate

Date

1/6/26

Approved for and on Behalf of the County

Name:

Date

Title:

Attest

Name:

Date

Title:

R/W Agreement Figure 1

(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



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.

GRANTOR

DATED this 15th day of December, 2025.

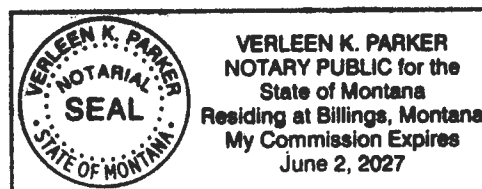
By: Harry R. Staley
Harry R. Staley, trustee of the Staley
Family Irrevocable Land Trust

STATE OF Montana)
) : ss
County of Yellowstone)

On this 15th day of December, 2025, before me the undersigned, a Notary Public for the State of Montana, personally appeared Harry R. Staley, known to me to be the trustee 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)



Verleen K. Parker
Notary Public for the State of Montana
Verleen K. Parker
(Printed Name)
Residing at Billings, MT
My Commission expires 6 / 2 / 2027

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYANCE

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____

EXHIBIT A

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

PREPARED FOR : STALEY FAMILY IRREVOCABLE LAND TRUST

NOVEMBER, 2025

PREPARED BY : **sanbell**

BILLINGS, MONTANA

said described tract having an area of 2,655 square feet, more or less.

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 322.59 feet; thence, leaving said westerly line, N 01°25'09" W a distance of 165.09 feet; thence N 00°16'50" W a distance of 52.14 feet; thence N 05°24'57" W a distance of 69.21 feet; thence along a curve to the left with a central angle of 75°25'12", a radius of 33.00 feet, and a length of 43.44 feet (chord bears N43°36'14"W, 40.37 feet); thence N 86°35'33" W a distance of 84.33 feet; thence N 89°51'09" W a distance of 145.27 feet; thence N 89°27'45" W a distance of 107.89 feet; thence N 88°42'24" W a distance of 92.25 feet to a point on said southerly line of Central Avenue; thence S 89°51'09" E along said southerly line, a distance of 466.03 feet to said Point of Beginning;

BOUNDARY DESCRIPTION:
A tract of land situated in the northeast corner of Tract 2B of Certificate of Survey No. 1880, 3rd Amend., 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:

C.O.S. 1880, 3RD AM.

TRACT 2B

SCALE: 1" = 60'



SECTION LINE
CENTRAL AVENUE
EXISTING 30' WIDE COUNTY ROAD EASEMENT

N 88°42'24" W 92.25'
N 89°27'45" W 107.89'
S 89°51'09" E 466.03'
N 89°51'09" W 145.27'
N 86°35'33" W 84.33'

Δ=75°25'12"
R=33.00'
L=43.44'
CHORD
N43°36'14"W 40.37'

N 05°24'57" W 52.14'
N 01°25'09" W 165.09'

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 represents that the GRANTOR possesses the real property described above and that the GRANTOR has the authority to grant an easement thereon.

Both GRANTOR and GRANTEE agree that the GRANTEE will perpetuate access to GRANTOR'S irrigation ditches located in this Temporary Construction Easement from May 1 through September 30 with diversion points located at the approval of the GRANTOR.

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.

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.

GRANTOR

DATED this 15th day of December, 2025.

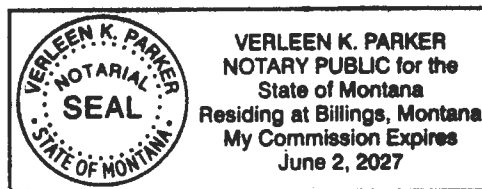
By: Harry R. Staley
Harry R. Staley, trustee of the Staley Family
Irrevocable Land Trust

STATE OF Montana)
) :ss
County of Yellowstone)

On this 15th day of December, 2025, before me the undersigned, a Notary Public for the State of Montana, personally appeared Harry R. Staley, known to me to be the trustee 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)



Verleen K. Parker
Notary Public for the State of Montana
Verleen K. Parker
(Printed Name)
Residing at Billings, MT
My Commission expires 6 / 2 / 2027

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYANCE

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 : STALEY FAMILY IRREVOCABLE LAND TRUST

NOVEMBER, 2025

PREPARED BY : **sanbell**

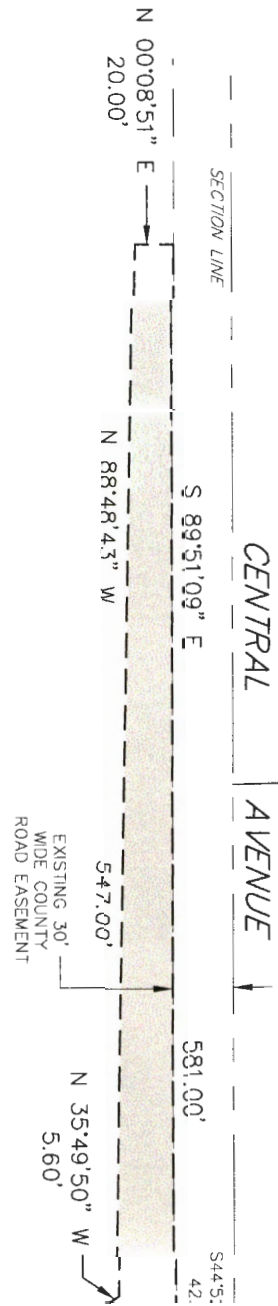
BILLINGS, MONTANA

BOUNDARY DESCRIPTION:

A tract of land situated in the northeast corner of Tract 2B of Certificate of Survey No. 1880, 3rd Amend., 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.



TRACT 2B

C.O.S. 1880, 3RD AM.



SCALE: 1" = 100'

S 89°36'02" W
18.00'

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

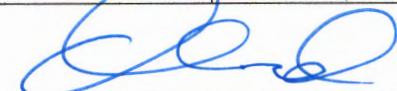
Place of Signature (City, State)

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

October 24, 2025

Bozeman, Montana

Date of Value: October 6, 2025



Signature

10/24/25

Date

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

Date

Place of Signature (City, State)

Name:

Title:

Signature

Date



Clear Route

Parcel Number: 1

File No.: 1178315

Flying S Title and Escrow of Montana, Inc.

Printed: 01/09/2026, 1:48 PM

Officer/Escrow Officer: Tammy Shovar/ts

Settlement Location:

3533 Gabel Rd, Billings, MT 59102

3533 Gabel Rd • Billings, MT 59102
 Phone: (406)248-7877 Fax: (714)481-8827
 Final Settlement Statement



Property Address: Easement Within Tract 2B COS 1880, 3rd Amended, Billings, MT 59106

Short Legal Info: COS 1880 3rd AMD

Buyer: County of Yellowstone, Montana

Address: P.O. Box 35024, Billings, MT 59107

Seller: Staley Family Irrevocable Land Trust

Lender:

Settlement Date: 01/16/2026

Disbursement Date: 01/16/2026

Description	Buyer	
	Debit	Credit
Financial		
Sale Price	19,450.00	
Title Charges & Escrow / Settlement Charges		
Policy-Owner's Policy to Flying S Title and Escrow of Montana, Inc.	200.00	
Settlement or Closing Fee to Flying S Title and Escrow of Montana, Inc.	1,200.00	
Processing & Handling Fee Sale - Buyer to Flying S Title and Escrow of Montana, Inc.	40.00	
Processing & Handling Fee Sale - Seller to Flying S Title and Escrow of Montana, Inc.	40.00	
Government Recording and Transfer Charges		
Recording Fee-Miscellaneous Public Road and Utility Easement	60.00	
e-document filing fee to Flying S Title and Escrow of Montana Inc	10.00	
Recording Fee-Miscellaneous Temporary Construction Easement	70.00	
Subtotals	21,070.00	0.00
Due From Buyer		21,070.00
Totals	21,070.00	21,070.00

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 Flying S Title and Escrow of Montana, Inc. to cause the funds to be disbursed in accordance with this statement.

Buyer(s):

County of Yellowstone, Montana

By: Board of County Commissioners

By: _____

Name: Chris White

Title: Member

By: _____

Name: Mark Morse

Title: Member

By: _____

Name: Mike Waters

Title: Member

Escrow Officer: Tammy Shovar



ESCROW CLOSING INSTRUCTIONS PURCHASE

File No.: **1178315**

Escrow Officer: **Tammy Shovar**

Date: 01/09/2026

In order to administer funds and documents in conjunction with the closing by and between Staley Family Irrevocable Land Trust, and County of Yellowstone, Montana, (the "parties") regarding the property located at Easement Within Tract 2B COS 1880, 3rd Amended, Billings, MT 59106, the parties agree and instruct as follows:

To: Flying S Title and Escrow of Montana, Inc., herein described as "you," "your," or "Settlement Agent,"

Seller(s) and Buyer(s) hereby acknowledge that all contingencies and conditions on the Right-of-Way Agreement between the parties dated _____ 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 Flying S Title and Escrow of Montana, Inc., from the Seller as part of this transaction, Flying S Title and Escrow of Montana, Inc., 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 Flying S Title and Escrow of Montana, Inc., 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): Public Road and Utility Easement/Temporary Construction Easement
 - c. To disburse funds pursuant to the Settlement Statement(s).
 - d. To issue title insurance policy or policies, from title commitment #1178315 dated 12/09/2025, which has been read and approved by the parties.

Water Rights

The parties acknowledge that Flying S Title and Escrow of Montana, Inc., 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 Flying S Title and Escrow of Montana, Inc., 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 Flying S Title and Escrow of Montana, Inc., 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.

E. **Authorization to Supplement Information**

Flying S Title and Escrow of Montana, Inc., 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 Flying S Title and Escrow of Montana, Inc., 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

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: **January 16, 2026**

BUYER(S): County of Yellowstone, Montana

County of Yellowstone, Montana

By: Board of County Commissioners

By: _____
Name: Chris White
Title: Member

By: _____
Name: Mark Morse
Title: Member

By: _____
Name: Mike Waters
Title: Member

Address:
P.O. Box 35024
Billings, MT 59107

SELLER(S): Staley Family Irrevocable Land Trust

Staley Family Irrevocable Land Trust

Harry R. Staley, Trustee

Address:
4904 Central Avenue
Billings, MT 59106

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 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 or by writing to us at:

Privacy Matters

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

**Positive Proof Identification
And
Notary Signature Affidavit**

State of _____

County of _____

Notary Public please complete the following:

Notary's Name: _____
(Please Print)

Address: _____

Phone: () _____

I, the above described Notary Public, hereby certify that I have checked the identification of _____, the parties/entity who have signed before me and I have attached copies of their drivers(s) license(s) or other picture identification. I have verified them to be the same parties/entity as those described in the instruments acknowledged by me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____ 20____.

Notary Public

My Commission expires: _____

My Commission Number is: _____

Notary: Please make copy of driver's license(s), passport, state issued ID card, or military ID card and return with documents.

ALTA COMMITMENT FOR TITLE INSURANCE
Issued By
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the office of:
Flying S Title and Escrow of Montana, Inc.
3533 Gabel Rd
Billings, MT 59102
(406)248-7877

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com



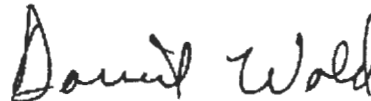
Authorized Officer or Agent

By



President

Attest



Secretary

This page is only a part of a 2021 ALTA © Commitment for Title Insurance issued by Old Republic National 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements;[and]
- f. Schedule B, Part II-Exceptions[; and]
- g. a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

This page is only a part of a 2021 ALTA ® Commitment for Title Insurance issued by Old Republic National 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

This page is only a part of a 2021 ALTA © Commitment for Title Insurance issued by Old Republic National 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ORT Form 4757 A
Schedule A

X _____
(INITIAL)

ALTA Commitment for Title Insurance
issued by
Old Republic National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Flying S Title and Escrow of Montana, Inc.
Issuing Office: 3533 Gabel Rd, Billings, MT 59102
Issuing Office Phone Number: (406)248-7877
Issuing Office's ALTA ® Registry ID: 1147062
Loan ID No.:
Issuing Office Commitment/File No.: 1178315
Property Address: 4834 Central Avenue, Billings, MT 59106

Revision No.: 2

SCHEDULE A

1. Commitment Date: **December 09, 2025 at 7:30 A.M.**

2. Policy to be issued: Premium Amount reflects applicable rate
a. 2021 ALTA ® Standard Owner's Policy
Proposed Insured: **Yellowstone County** *County of Yellowstone Montana*
Proposed Amount of Insurance: **\$19,450.00** Premium Amount \$ **200.00**
The estate or interest to be insured: **See Item 3 below**
Endorsements: \$

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple.**

4. The Title is, at the Commitment Date, vested in:
Staley Family Irrevocable Land Trust

5. The Land is described as follows:

That part of NE¼ 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.

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

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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. 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.
5. 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.
6. We require the attached Seller/Borrower Affidavit be completed prior to recording.
7. We require a copy of the trust agreement and amendments to Staley Family Irrevocable Land Trust trust agreement. The forthcoming deed must be executed in conformity with powers granted to the trustee by the trust agreement.

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SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

- 5405
1. Taxes or assessments that 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, interest, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
 3. Easements, claims of easement or encumbrances that 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 right, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 6. Any lien or right to a lien for services, labor or material, unless such lien is shown by the Public Records at Date of Policy.
 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.

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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 Yellowstone 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 Yellowstone 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. 2025 taxes and special assessments.

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
2025	\$877.89	Paid	\$877.89	Paid	D00466A	Subject Land

11. Unrecorded leaseholds; rights of parties in possession, rights of secured parties, vendors and vendees under conditional sales contracts of personal property installed on the premises herein, and rights of tenants to remove trade fixtures.

12. Agreement upon the terms, conditions and provisions contained therein:
Parties: David Lackman, Jr., Dorothy Lackman and George Staley
Recorded: February 5, 1941, in Book 204, Page 612, under Document #357929

13. Easement for Irrigation and Waste Water granted to Pauline Staley and Harry R. Staley as Trustee of the Staley Family Irrevocable Land Trust and Harry R. Staley and Susan K. Staley, as Trustees of the Harry R. Staley UDT date June 20th, 2000 and Harry R. Staley and Susan K. Staley, as trustees of the Susan K. Staley UDT dated June 20th, 2000, recorded October 18, 2000 under Document #3106687.

14. Grant of Easement granted to Billings High School District No. 2, a public corporation, recorded October 18, 2000 under Document #3106688.

15. Provisions contained in that Certificate, executed by the State of Montana, Department of Health and Environmental Services filed September 23, 1993, under Document #1705015.

16. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded July 8, 2009, as instrument number 3515300, 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).

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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.

- B. As an accommodation and not part of this commitment, no liability is assumed by noting the following conveyances describing all or a part of the subject Land, which have been recorded within the last 24 months: None.

- C. Title Officer
Katie Weidler
katie.weidler@fste.com
(406)248-7877

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