

BIG HORN COUNTY BOARD OF COUNTY COMMISSIONERS

121 3rd St W
Room 301
Hardin, MT 59034



BIG HORN COUNTY BOARD OF COUNTY COMMISSIONERS MINUTES January 26, 2023 9:00 AM

Members

George Real Bird III, Presiding Officer
Larry Vandersloot, Member
Lawrence Pete Big Hair, Member

1. Claim Approvals

The Claims book from January 12-18th was reviewed and signed.

2. Call to Order

Chairman Real Bird calls meeting to order.

3. Roll Call

4. Approve Minutes and Supporting Documents

Commissioner Vandersloot entertained a motion to approve minutes from January 3, and 5, 2023. The motion was seconded by Commissioner Big Hair and passed unanimously.

5. Old Business

Dream Team Closing

Jeanne Torske, County Attorney has reviewed the buy/sell for the Dream Team and it is ready to sign.

6. New Business

Motorgrader

Jeanne will draw up a contract for the motorgrader with the City Attorney.

Felt Martin Engagement Letter

Jeanne is making some changes to the engagement letter with Felt Martin and will add it to the agenda once changes are finalized.

Grant Writer Contract

Commissioner Vandersloot entertained a motion to contract Mitzi Racine for grant writing. The motion was seconded by Commissioner Big Hair and passed unanimously.

Personnel

Lindsey Fox Human Resources, presents the remaining job descriptions with the safety statement additions. Commissioner Vandersloot entertained a motion to approve job description safety statement addition. The motion was seconded by Commissioner Big Hair and passed unanimously. She goes on to present the Victims Witness specialist (Lead) and Victims Witness Specialist.

Commissioner Vandersloot entertained a motion to approve the Victims Witness specialist (Lead) and Victims Witness Specialist. The motion was seconded by Commissioner Big Hair and passed unanimously.

7. Public Comments

8. Discussion

The board met with Mike Taylor, MDT district admin, Tom Tillsy, MDT maintenance Chief, and Curtis Schnieber, MDT pre-construction. They discussed with the board various road projects in BHC such as Love's RV park and the hazardous traffic in that area. Mike suggests requesting a speed zone study and safety study to MDT for that area and HWY 212 so those issues can be addressed. Mike then goes over the list of projects and time frame projections.

9. Adjourn

There being no other business, the board adjourned.

Approved: 
George Real Bird III, Presiding Officer

Attest: 
Peri Schenderline, Deputy Clerk & Recorder

File No.: 1077943

Printed: 01/20/2023, 2:35 PM

Officer/Escrow Officer: Mary Ann

Patterson/map

Settlement Location:

3302 4th Avenue North, Suite 100, Billings, MT
59101

Flying S Title and Escrow of Montana, Inc.

3302 4th Avenue North, Suite 100 • Billings, MT 59101

Phone: (406)294-7877 Fax: (714)689-8393

Final Settlement Statement



Property Address: 13 E 3rd St, Hardin, MT 59034

Buyer: Dream Team Properties, LLC

Seller: Big Horn County, a political subdivision of the State of Montana

Lender:

Settlement Date: 01/31/2023

Disbursement Date: 01/31/2023

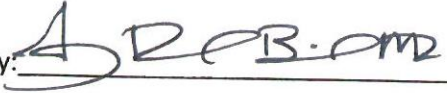
Description	Seller	
	Debit	Credit
Financial		
Sale Price		14,001.00
Prorations/Adjustments		
County Taxes 01/01/23 to 01/31/23 @\$98.59/yr	8.10	
Earnets Money Held by Sellers	2,000.00	
Title Charges & Escrow / Settlement Charges		
Document Preparation Fee to Flying S Title and Escrow of Montana, Inc.	75.00	
Settlement or Closing Fee to Flying S Title and Escrow of Montana, Inc.	400.00	
Subtotals	2,483.10	14,001.00
Due To Seller	11,517.90	
Totals	14,001.00	14,001.00

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.

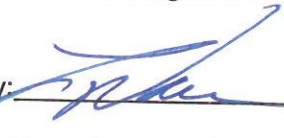
Seller(s):

Big Horn County, a political subdivision of the
State of Montana

By: 

Name: George Real Bird III

Title: Presiding Officer

By: 

Name: Larry Vandersloot

Title: Member

By: 

Name: Lawrence Big Hair

Title: Member

Escrow Officer: Mary Ann Patterson



FLYING S

TITLE & ESCROW

3302 4th Avenue North, Suite 100, Billings, MT 59101
Phone (406)294-7877 | Fax (714)689-8393

To: **Flying S Title and Escrow of Montana, Inc.**
Escrow Officer: **Mary Ann Patterson**

File No.: **1077943 (map)**
Date: **January 18, 2023**

Re: **13 E 3rd St, Hardin, MT 59034**

Please indicate below the manner in which you wish to receive proceeds due you, if any, after closing:

☐ **Hold check** for pick up-Phone: _____ ☒ **Regular Mail**, to Forwarding Address Below
() _____

☐ **Deposit** proceeds to Bank As Shown Below ☐ ***Overnight Mail**, to Forwarding Address Below
(for local banking institutions **only** and Deposit slip **must** be provided to Escrow Agent)

☐ ***Wire** proceeds to Bank As Shown Below ☐ ***A fee may be charged for these services**
Please be aware that if you elect to have your proceeds wired, your bank may charge a fee for accepting the electronic transfer.

Bank Name: _____
Address: _____
Name on Acct: _____
Account No.: _____
Routing No.: _____ (for wires)
Phone No.: () _____

Forwarding Address: Big Horn County
Commissioners
Po Box 908
Hardin, MT 59034
Phone: (406) 665-9700

Type of Account: ☐ Checking ☐ Savings

****IF YOU CHOOSE TO HAVE FUNDS WIRED YOU ARE SUBJECT TO A WIRE CUT OFF TIME AND YOU MAY INCUR CHARGES BY YOUR BANK. WE MUST HAVE ROUTING AND ACCOUNT NUMBERS IN ORDER TO SEND OUT A WIRE. IF WE DO NOT HAVE THOSE TWO ITEMS FUNDS WILL BE WIRED THE FOLLOWING BUSINESS DAY.**

Any further instructions: _____

SELLER(S):

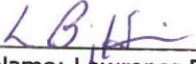
Big Horn County, a political subdivision of the State of Montana

By: George Real Bird III
Name: George Real Bird III
Title: Presiding Officer

By:


Name: Larry Vandersloot
Title: Member

By:


Name: Lawrence Big Hair
Title: Member



FLYING S
TITLE & ESCROW

3302 4th Avenue North, Suite 100, Billings, MT 59101
Phone (406)294-7877 | Fax (714)689-8393

CLOSING ESCROW INSTRUCTIONS
PURCHASE

Escrow No.: **1077943**

Officer: **Mary Ann Patterson**

Date: **January 31, 2023**

Buyer: ***Dream Team Properties LLC***

To: **Flying S Title and Escrow of Montana, Inc., 3302 4th Avenue North, Suite 100, Billings, MT 59101**

I/We hereby agree to purchase the hereinafter property as described in Schedule A of Commitment No. **1077943** situated in **Big Horn** County, **Montana** for a total consideration of **\$14,001.00** and will on or before closing hand you said consideration, which is payable as follows:

Earnest Money Deposit **\$2000.00**
Balance of Sales Price in the amount of **\$12,001.00**

(closing costs and/or fees are additional)

I/We will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you hold for me a Warranty Deed from:

Big Horn County, a political subdivision of the State of Montana

You are authorized and instructed to issue the specified title insurance policy or policies, in the specified amounts, to-wit:

OWNERS ALTA HOMEOWNER'S \$

OWNERS STANDARD \$14,001.00

LENDERS STANDARD \$

on the property described on attached Order No.: 1077943

OWNERS EXTENDED \$

LENDERS EXTENDED \$

Showing title vested in: **Dream Team Properties, LLC**

Subject to:

1. Paragraphs **1-8, 10-12** of Schedule 'B' of Owner's Commitment for Title Insurance Order No. **1077943**, dated **December 23, 2022**, Revision No. , a copy of which is attached hereto.

2. Additional documents creating exceptions that will be recorded at the time of closing:

None

I have read the above referenced preliminary title commitment and approve the policy of title insurance to be issued as required by instructions to include the above vesting and exceptions:

Buyers Initials: _____

Seller(s) and Buyer(s) hereby acknowledge that all contingencies and conditions on the Buy/Sell Agreement dated December 22, 2022 and addendums dated on or after December 22, 2022, have been either satisfied or negotiated outside of this escrow.

Seller initials: LBH W CR

Buyer initials: _____

PRORATE AND/OR ADJUST THE FOLLOWING AS OF **01/31/2023**
-CHECK THOSE WHICH APPLY-

- ☒ 1. Taxes based on the amount of the tax statement set forth below under type of taxes for the year therein specified of the Tax Collector which has been issued prior to the close of escrow. No liability is assumed for the errors, omissions, and/or changes in the amount of the General County Taxes assessed on real and personal property by the County Assessor and/or Taxing Authority. (If the amount of the new tax bill issued by the Tax Collector after the close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) *Sellers are to FORWARD to buyers any present or future tax bills on property herein.* TYPE OF TAXES: ☒ Real Property **2023(based on the 2022 tax figures)** ☐ Mobile Home ☐ Personal Property
- ☐ 2. Rents/Security Deposits
- ☐ 3. Condo or Homeowner's Association Dues
- ☐ 4. City Water/Sewer
- ☐ 5. City/County SID's (State Specific)
- ☐ 6. Other

Seller initials: LBH W CR

Buyer initials: _____

LOAN CALCULATIONS/PAYOFFS

Loan amounts shown in seller(s) and buyer(s) settlement statements were determined from information provided to Flying S Title and Escrow of Montana, Inc. by the lender, or escrow provider, copies of which are available to the parties for inspection. Any inaccuracies or deficiencies in the calculation of these amounts by the lender or escrow provider remain the responsibility of the party legally obligated thereunder.

Seller initials: LBH W CR

Buyer initials: _____

FORBEARANCE AGREEMENTS

- ☐ - There has been no forbearance agreement, loan modification, or other deferral of payment(s) of my loans.
- ☐ - My loan has been subject to a forbearance agreement and to the best of my knowledge all amounts due are included in any payoff demand that I've reviewed. I understand that I am responsible for all amounts due, even if my lender neglected to include everything in the demand.

The undersigned hold Flying S Title and Escrow of Montana, Inc. and Old Republic National Title Insurance Company harmless and agree to reimburse the Company for any loss sustained for any shortage in the payoff amounts and for any forbearance amounts due under my loans.

Seller initials: LBH W CR

Buyer initials: _____

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.

I hereby agree to hold you harmless from the failure of the transfer of water to myself regardless of the reason or cause. If any transfer of water is being done, it is an accommodation for me. I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty 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.

Seller initials: LBH W MD

Buyer initials: _____

GENERAL PROVISIONS

AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish a copy of these instructions, amendments thereto, settlement statements 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 the new privacy regulations, lenders' requirements, and for the protection of NPPI (Non-Public Personal Information).

Flying S Title and Escrow of Montana, Inc. is hereby authorized and instructed to insert appropriate addresses on any and all documents generated by this escrow, that may or may not have been previously signed by buyers and/or sellers herein.

MISCELLANEOUS FEES

Escrow Holder may incur certain additional costs on behalf of the parties for services performed by third party providers. The fees charged by Escrow Holder for such services may include a mark up over the direct cost of such services to reflect the averaging of direct, administrative and overhead charges of Escrow Holder for such services.

RECONVEYANCE

In the event a lender who is paid in full in connection with this escrow, fails to timely forward the paid Note and a request for reconveyance of the paid Deed of Trust, the escrow holder acting as trustee and title insurer may use the procedures outlined in state statutes and regulations to effect a reconveyance of the Deed of Trust. Among other provisions of this chapter is the following: "The reconveyance of a trust deed pursuant to this chapter shall not itself discharge any personal obligation that was secured by the trust deed at the time of its reconveyance."

DEPOSIT OF FUNDS AND DISBURSEMENTS

All disbursements shall be made by your check. You are authorized not to close escrow or disburse until good funds, as provided for in state statutes and regulations have been confirmed. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in said State may be transferred to any other general escrow account or accounts. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein.

CLOSE OF ESCROW

The expression "close of escrow" means the date on which instruments referred to herein are filed for record unless otherwise indicated herein. Recordation of any instrument delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for, is hereby authorized.

CONFLICTING DEMANDS OR CLAIMS

Should you, before or after the close of escrow, receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the determination of such conflict. The provisions herein shall include, but are not limited to, conflicting demands or disputed claims relating to the real estate commissions and/or brokerage fees.

ATTORNEYS FEES, COST/SUIT IN INTERPLEADER

The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered or incurred by you in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, as suit in interpleader brought by you. The parties expressly agree that you, as escrow holder, have the absolute right, at your election, to file an action in interpleader. You are authorized to deposit with the Clerk of Court all documents and funds held in this escrow.

RIGHT OF CANCELLATION

If any party to this escrow elects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver a written notice to the other party and escrow agent demanding that said other party comply with the terms hereof within ten days from the receipt of said notice by escrow agent that these instructions shall hereupon become canceled. When the written notice is delivered to escrow agent by the party so electing to cancel, escrow agent shall within 5 days thereafter send a copy of said notice to the other party in the manner provided by law and the usual practices of the escrow agent. In the event said other party shall fail within said ten day period to comply with all of the terms hereof, these instructions shall become canceled and escrow agent is thereupon authorized: (a) first, to pay to the party electing to cancel any earnest money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to said other party, any other money deposited hereunder by said other party, after deducting any charges remaining unpaid; (c) third, to pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid; and (d) fourth, to return all documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked "canceled" and retained in the files of escrow agent.

LEGAL ADVICE

Both Seller and Buyer acknowledge by their signatures hereon the following: I have been specifically informed that Flying S Title and Escrow of Montana, Inc. (hereinafter designated as "Flying S Title and Escrow of Montana, Inc.") is not licensed to practice law and no legal advice has been offered by Flying S Title and Escrow of Montana, Inc. or any of its employees. I have been further informed that Flying S Title and Escrow of Montana, Inc. is acting only as escrow agent and that it is forbidden by law from offering advice to any party regarding the merits of this escrow transaction or the nature of the instruments utilized, and that it has not done so. I have not been referred by Flying S Title and Escrow of Montana, Inc. to any named attorney or attorneys or discouraged from seeking advice of any attorney, but have been requested to seek legal council of my own choosing at my own expense, if I have doubt concerning any aspect of this transaction.

CONSUMER COMPLAINTS

If you have a concern or complaint about the settlement services or title insurance you received from us, please contact our compliance team at:

cfpb@titlefc.com or

Title Financial Corporation

Compliance Department

P.O. Box 580

Blackfoot, Idaho 83221

PREPARATION OF FORM DOCUMENTS

I further declare all instruments to which I am a party, if prepared by Flying S Title and Escrow of Montana, Inc., have been prepared under the direction of my attorney, agents acting in my behalf, or myself, at my 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 my direction or request.

PERSONAL PROPERTY TAXES

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

TAXPAYER REPORTING INFORMATION

The Seller(s) acknowledges that Federal Law requires Flying S Title and Escrow of Montana, Inc. to report this transaction to the Internal Revenue Service on Form 1099.

FACSIMILES/ELECTRONIC DOCUMENT DELIVERY

In the event Seller and/or Buyer utilize facsimile or electronically transmitted documents, Seller and Buyer agree to accept and instruct Flying S Title and Escrow of Montana, Inc. to rely upon documents as if they bore original signatures. Seller and Buyer agree to provide the documents bearing the original signatures within 5 days of transmission. Seller and Buyer 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.

REMOTE ON-LINE NOTARY / E-SIGN CLOSING

In the event Seller and/or Buyer sign documents electronically through the use of a remotely accessed e-notary public, Seller and/or Buyer agree to comply with Agent and/or Title Insurance Underwriter requests to re-sign closing documents, specifically signed in wet ink live before a notary public. In the event e-sign signatures must be replaced by traditionally-executed documents, the undersigned agree to meet with a notary engaged by the Agent and/or Title Insurance Underwriter within 7 days of the request to sign any and all replacement documents. The documents will be executed in place of the executed closing documents previously signed.

In the event Seller and/or Buyer fail to comply with the requests to re-sign from Agent and/or Title Insurance Underwriter, Seller and/or Buyer shall reimburse Agent and/or Title Insurance Underwriter for any and all attorney fees, costs and other charges which Agent and/or Title Insurance Underwriter may incur as a result of enforcing compliance with the terms, or other damages resulting therefrom.

AMENDMENTS TO ESCROW INSTRUCTIONS

Any amendments of and/or supplements to any instructions must be in writing. If any "Earnest Money Agreements," "Receipt and Agreements to Purchase" or the like are attached to these instructions and one or more terms of said agreements conflict with or vary from these instructions, these instructions shall nevertheless, control.

FINANCIAL SOLVENCY

Both Seller and Buyer hereby agree to hold Flying S Title and Escrow of Montana, Inc. harmless from all liability due to the financial status or insolvency of any other party, or any misrepresentation made by any other party and any loss or impairment of funds that have been deposited in escrow that are in the course of collection or while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument delivered to the escrow agent.

We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

I/We approve of the foregoing instructions, agree to be bound thereby, and will deliver to you documents, instructions and/or funds required within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the funds and record the documents to comply with said escrow instructions and to pay all encumbrances of record necessary, without further approval including prepayment penalties, to show title as herein provided. I agree to pay your usual escrow fees, drawing of documents and such other charges which are advanced for my account regardless of the consummation of this escrow. I also agree to pay title insurance premiums and recording fees which are properly chargeable to me.

Dated: **January 31, 2023**

BUYER(S): Dream Team Properties, LLC

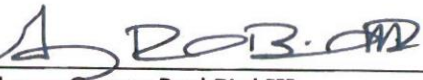
Dream Team Properties, LLC

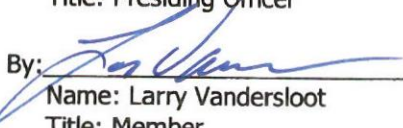
By: _____
Name: Nathan Matelich
Title: Member

Address:
PO Box 982
Laurel, MT 59044

SELLER(S): Big Horn County, a political subdivision of the State of Montana

Big Horn County, a political subdivision of the
State of Montana

By:  _____
Name: George Real Bird III
Title: Presiding Officer

By:  _____
Name: Larry Vandersloot
Title: Member

By:  _____
Name: Lawrence Big Hair
Title: Member

Address:
PO BOX 908
Hardin, MT 59034



FACTS		WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.	

Reasons we can share your personal information	Does Old Republic Title Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.
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Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May Be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				



FLYING S
TITLE & ESCROW

TAX AGREEMENT

Date: **January 18, 2023**

File No.: **1077943 (map)**

Property: **13 E 3rd St, Hardin, MT 59034**

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

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

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

2023 Real Property Tax(es) for Parcel No. **L005700**
Tax Amount **\$98.59**

Dated: 26 day of January, 2023

Big Horn County, a political subdivision of the
State of Montana

Dream Team Properties, LLC

By: [Signature]
Name: George Real Bird III
Title: Presiding Officer

By: _____
Name: Nathan Matelich
Title: Member

By: [Signature]
Name: Larry Vandersloot
Title: Member

By: [Signature]

Name: Lawrence Big Hair
Title: Member

SELLER OR BORROWER AFFIDAVIT

File No.: **1077943 (map)**

Date: **January 18, 2023**

STATE OF Montana)

SS.

COUNTY OF Big Horn)

Subject Property: **13 E 3rd St, Hardin, MT 59034**

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

Big Horn County, a political subdivision of the State of Montana

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:

Po Box 908 Hardin, MT 59034

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.

Big Horn County, a political subdivision of the
State of Montana

By: 
Name: George Real Bird III
Title: Presiding Officer

By: 
Name: Larry Vandersloot
Title: Member

By: 
Name: Lawrence Big Hair
Title: Member

AND WHEN RECORDED MAIL TO:

Dream Team Properties, LLC
PO Box 982
Laurel, MT 59044

Filed for Record at Request of:
Flying S Title and Escrow of Montana, Inc.

Space Above This Line for Recorder's Use Only

Order No.: 1077943
Parcel No.: L005700

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED,

Big Horn County, a political subdivision of the State of Montana

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

Dream Team Properties, LLC

whose address is: **PO Box 982, Laurel, MT 59044**

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

TOWNSHIP 1 SOUTH, RANGE 33 EAST, M.P.M.

Section 23: Lot 7, Block 9, of Hardin Original Townsite (now City), in Big Horn County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.

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

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

Dated: January 26, 2023

Big Horn County, a political subdivision of the
State of Montana

By: [Signature]
Name: George Real Bird III
Title: Presiding Officer

By: [Signature]
Name: Larry Vandersloot
Title: Member

By: [Signature]
Name: Lawrence Big Hair
Title: Member

STATE OF Montana)
COUNTY OF Big Horn)
SS.

This instrument was acknowledged before me on January 26, 2023, by ~~Sidney Fitzpatrick, Chairman of Board~~, George Real Bird III, ~~Member~~, and Larry Vandersloot, Member of Big Horn County, a political subdivision of the State of Montana. ~~and Lawrence Pete Big Hair, member~~

[Signature]
Printed Name: Dulcie N. Rose
Notary Public for the State of Montana
Residing at: Lodge 6155
My Commission Expires: 2-28-24

REALTY TRANSFER CERTIFICATE

Confidential Tax Document: The information contained in this certificate is confidential by Montana law. Unauthorized disclosure of this information is a criminal offense, 15-7-308, MCA.

GEOCODE(S) _____

ASSESSMENT CODE: _____

The Department of Revenue will change the name on ownership records used for the assessment and taxation of real property when this form is fully completed and signed by the preparer. (Please read the attached instructions on page 1 for assistance in completing and filing this form.)

Montana law requires this form be completed and may impose up to a \$500 penalty for failure to file a Realty Transfer Certificate (15-7-304, 15-7-305 and 15-7-310, MCA)

PART 1 - DATE OF TRANSFER (SALE)

(MM/DD/YYYY)

PART 2 - PARTIES

Please complete this section in full; if additional space is required, please attach a separate page

Seller (Grantor)

Name Big Horn County a political subdivision of the State of Mt
 Mailing Address PO BOX 908
 (Permanent)
 City Hardin ST MT ZIP 59034
 Seller Principal Residence ☐ Yes ☐ No

Enter the last 4 digits of the SSN or FEIN

SSN _____
 SSN _____
 FEIN 1333
 Daytime Phone (406) 623-5196
 Email Address _____

Buyer (Grantee)

Name Dream Team Properties, LLC
 Mailing Address PO Box 982
 (Permanent)
 City Laurel ST MT ZIP 59044
 Buyer Principal Residence ☐ Yes ☐ No
 Mailing Address _____
 For Tax Notice _____
 (If different) City _____ ST _____ ZIP _____

SSN _____
 SSN _____
 FEIN 5337
 Daytime Phone (406) 781-6889
 Email Address _____

Transfer to Trustee, Custodian, or other Representative:

Trust FEIN _____
 Minor SSN _____

PART 3 - PROPERTY DESCRIPTION

Please complete fully; if additional space is required, please attach a separate page.

Legal Description _____ Attachment ☒
 Add/Sub _____ Block _____ Lot _____
 County _____ City/Town _____ Section _____ Township _____ Range _____

PART 4 - DESCRIPTION OF TRANSFER

Please complete fully, more than one may apply.

☒ Sale ☐ Gift ☐ Barter ☐ Nominal or no consideration ☐ Part of 1031 or 1033 exchange ☐ Transfer is subject to a reserved life estate
 Distressed sales: ☐ Sheriff's deed ☐ Trustee's deed ☐ Deed in lieu of foreclosure ☐ Short sale ☐ Other

Transfer by Operation of Law

☐ Termination of life estate by death ☐ Termination of joint tenancy by death ☐ Transfer on Death deed
☐ Court order or decree (except sheriff's sale) ☐ Merger, consolidation, or other business entity reorganization ☐ Name change only

PART 5 - EXCEPTIONS FROM PROVIDING SALES PRICE INFORMATION

Please complete fully, more than one may apply.

☐ Transfer between husband/wife or parent/child for nominal consideration ☐ Transfer made in contemplation of death without consideration
☐ Termination of joint tenancy by death ☐ Transfer of property of a decedent's estate
☐ Transfer to a revocable living trust ☐ Transfer pursuant to court decree (except sheriff's sale)
☐ Gift ☐ Termination of life estate by death
☐ Correction, modification, or supplement of previously recorded instrument, no additional consideration ☐ Transfer by government agency
☐ Merger, consolidation or reorganization of business entity ☐ Tax deed
☐ Land currently classified as agricultural land and for continued use for agricultural purposes (15-7-307, MCA) ☐ Land currently classified as forestland and for continued use for producing timber (15-7-307, MCA)

PART 6 - SALE PRICE INFORMATION

Please complete fully, more than one may apply.

Actual Sale Price \$ 14,001.00
 Financing: ☒ Cash ☐ FHA ☐ VA ☐ Contract ☐ Other
 Terms: ☐ New loan OR ☐ Assumption of existing loan
 Value of personal property included in sale \$ 0.00
 Value of inventory included in sale \$ 0.00
 Value of licenses included in sale \$ 0.00
 Value of good will included in sale \$ 0.00
 Was an SID payoff included in the sale price? ☐ Yes ☒ No
 Did the buyer assume an SID? ☐ Yes ☒ No
 Amount of SID paid or assumed: \$ 0.00
 Was a mobile home included in the sale? ☐ Yes ☒ No

PART 7 - WATER RIGHT DISCLOSURE

Disclosure is only applicable to the property identified in PART 3 above.

☐ A. Property is served by a public water supply, i.e., city, irrigation district, or water district provides water. ☐ B. Seller has no water rights on record with DNRC to transfer. ☒ C. Seller is transferring ALL water rights on record with DNRC to the Buyer. ☐ D. Seller is dividing or exempting (reserving) water rights. Seller must file Water Right Update form.

X Seller (Grantor) Signature _____ Date _____

PART 8 - PREPARER INFORMATION

Preparer's signature is required.

X Signature [Signature] Mailing Address 3302 4th Ave North Suite 100
 Name/Title Mary Ann Patterson / Escrow Officer City Billings State MT ZIP 59101
 (please print) Daytime Phone (406) 294-7877

Clerk and Recorder Use Only

Recording Information: Document No. _____ Book _____ Page _____ Date _____

Department of Revenue Copy

Date: **January 17, 2023**

File No.: **1077943 (map)**

EXHIBIT 'A'

LEGAL DESCRIPTION:

TOWNSHIP 1 SOUTH, RANGE 33 EAST, M.P.M.

Section 23: Lot 7, Block 9, of Hardin Original Townsite (now City), in Big Horn County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.

PROFESSIONAL SERVICES AGREEMENT

January 5th, 2023

Hutzen and Associates LLC
ATTN: Mitzi Racine
3733 Duck Creek Road
Billings, Montana 59101

Big Horn County Commissioners:

This letter will outline the terms of this agreement to engage our services, on a non-exclusive basis, to provide professional services from Hutzen and Associates LLC.

Hutzen and Associates LLC will provide grant writing services for the Big Horn County Commissioners (BHCC). The mutually agreed fee agreement shall be \$125.00 an hour. A deposit is required, with the balance due before the release of the final work product. The overall fee structure is as follows:

- Foundation Proposals: \$1,500 – \$3,000
- State Proposals: \$3,000 – \$6,000
- Federal Proposals: \$6,000 – \$9,000

Disclaimer: *Prices are standard and may vary based on individual assessment, project proposal, and scope of work. Contract Fees are assessed based on content and delivery of services.

Scope of work

- **Needs Assessment & Grant Research** Includes conducting the initial needs assessment, researching, and developing a list of grant opportunities; and project proposal – action plan, the timeline for completion, and structural framework for applying for the
- **Grant Proposal Writing** grant proposals include a letter of intent; planning, developing, and writing the proposal; and
- **Related Services** Commonly include program development, annual budget or program budget development, and sustainability

While it is our mutual intention for Big Horn County Commissioners to retain Hutzen and Associates LLC as a professional services provider, both parties have the option to discontinue said services, with no further obligation on either part, upon receiving a 30-day notice of intent to terminate, after which all obligations will cease. Any open accounts will be paid in full.

If this letter meets your understanding of the terms of the agreement, please sign below.

Big Horn County Commissioners



Hutzen and Associates LLC

