

CHOUTEAU COUNTY ABSTRACT COMPANY
an Agent for
FIRST AMERICAN TITLE INSURANCE COMPANY
PHONE: 406-622-3221 FAX: 406-622-3221

CLOSING ESCROW INSTRUCTIONS

Date: September 18, 2019 Escrow Officer: Pamela D. Mann Order No: A 30387-001

Closing Date: September 18, 2019

These escrow instructions are entered into and based upon the Agreement to Purchase Conservation Easement dated _____ and addendum dated N/A as provided to Chouteau County Abstract Company by and between:

Sellers: Tall Grass Ranch, LLC, Robert Hazelwood, Manager
whose address is: 3235 Reservoir Lane, Helena, MT 59604

Buyers: The Montana Land Reliance
whose address is: PO Box 355, Helena, MT 59624-0355

who employ Chouteau County Abstract Company, to act as Escrow Agent in connection with a sale by Seller(s) to Buyer(s) upon the following terms and conditions which shall be complied with by said parties.

The property herein referred to is situated in Chouteau County, Montana and is described on Schedule 'A' of Commitment for Title Insurance, ORDER NO. A 30387-001.

SELLER(S) or agent will hand you herewith the following to effect transfer or conveyance of above property to buyer(s): **Deed of Conservation Easement**

BUYER(S)/BORROWERS(S) or agent will hand you herewith the following to effect transfer or conveyance of the above property from the seller(s): **Certified Funds**

When you are in receipt of all of the above, you are instructed to record the documents and disburse funds in accordance with these instructions, and in accordance with the closing statements executed simultaneously herewith. **All disbursements shall be made by your check or checks pursuant to the final closing statements.**

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

OWNERS STANDARD: \$ 140,000.00
LENDERS STANDARD: \$

OWNERS EXTENDED: \$
LENDERS EXTENDED: \$

Showing equitable interest title vested in: The Montana Land Reliance

Subject to:

1. Paragraphs 1-11 of Schedule 'B' of Owner's Commitment for Title Insurance Order No. A 30387-001 dated May 20, 2019, Revision No. N/A, a copy of which is attached hereto.
2. Additional documents creating exceptions that will be recorded at the time of closing:
Deed of Conservation Easement

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:

Jdd _____

OTHER INSTRUCTIONS:

Seller(s) and Buyer(s) hereby acknowledge that all contingencies and conditions on the Buy/Sell Agreement and any Addendums thereto, have been either satisfied or negotiated outside of this escrow.

Sellers initials: _____

Buyers initials: Jdd _____

PRORATE AND/OR ADJUST THE FOLLOWING AS OF N/A

-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.**
- _____ 2. Tax Agreement - Sellers and Buyers agree to pay their pro-rated share of taxes outside of closing.

Sellers initials: _____

Buyers initials: Jdd _____

LOAN CALCULATIONS/PAYOFFS

Loan amounts shown in seller(s) and buyer(s) settlement statements were determined from information provided to Chouteau County Abstract Company 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.

Sellers initials: ___ ___

Buyers initials: *Jdd* ___

WATER RIGHTS

THE PARTIES ACKNOWLEDGE THAT CHOUTEAU COUNTY ABSTRACT COMPANY IS NOT RESPONSIBLE FOR THE TRANSFER OF ANY WATER, OR WATER RIGHTS.

Sellers initials: ___ ___

Buyers initials: *Jdd* ___

GENERAL PROVISIONS

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 MCA-32-7-117 (5) 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 the State of Montana and 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.

AUTHORIZATION TO FURNISH COPIES

You are to only furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow, to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers or attorneys.

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 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 Chouteau County Abstract Company (hereinafter designated as "Abstract Company") is not licensed to practice law and no legal advice has been offered by Abstract Company or any of its employees. I have been further informed that Abstract Company 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.

PREPARATION OF FORM DOCUMENTS

I further declare all instruments to which I am a party, if prepared by Chouteau County Abstract Company, have been prepared under the direction of my attorney, agents acting in my behalf, or myself, at my direction or request.

TAXPAYER REPORTING INFORMATION

The Seller(s) acknowledges that Federal Law requires Chouteau County Abstract Company to report this transaction to the Internal Revenue Service on Form 1099.

FACSIMILES

In the event Seller and/or Buyer utilize facsimile transmitted signed documents, Seller and Buyer agree to accept and instruct Chouteau County Abstract Company 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 will not be accepted by the County Clerk and Recorder, with facsimile signatures, thus delaying the close of escrow.

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.

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

Dated: 9/17/2019

BUYER(S):

The Montana Land Reliance
George S. Olsen, President

PO Box 355
324 Fuller Avenue
Helena, MT 59624-0355
Phone No.: (406) 443-7027
Email:

Lois Delger-DeMars
By: ~~George S. Olsen~~ *Lois Delger-DeMars*
Title: ~~President~~ *Managing Dir.*

SELLER(S):

Tall Grass Ranch, LLC
Robert Hazelwood, Manager

3235 Reservoir Lane
PO Box 4322
Big Sandy, MT 59604
Phone No. (406) _____
Email:

BY: Robert Hazelwood, Manager