

Robert K. Baldwin  
Katherine B. DeLong  
Henry J.K. Tesar  
**GOETZ, BALDWIN & GEDDES, P.C.**  
35 North Grand  
P.O. Box 6580  
Bozeman, MT 59771-6580  
Ph: 406-587-0618  
Fax: 406-587-5144  
email: rbaldwin@goetzlawfirm.com  
kdelong@goetzlawfirm.com  
htesar@goetzlawfirm.com

ATTORNEYS FOR PLAINTIFFS

**MONTANA FOURTH JUDICIAL DISTRICT COURT,  
MISSOULA COUNTY**

<p>SPENCER MELBY, an individual, and COLETTE MELBY, an individual,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">vs.</p> <p>BRUCE DOERING, an individual; KIM DOERING, an individual; and JOHN AND JANE DOES 1-10,</p> <p style="text-align: center;">Defendants.</p>	<p style="text-align: center;">Cause No. DV-21-671 Hon. Jason T. Marks</p> <p style="text-align: center;"><b>FIRST AMENDED AND SUPPLEMENTAL COMPLAINT</b></p>
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Plaintiffs Spencer Melby and Colette Melby, through counsel, allege as follows for their First Amended and Supplemental Complaint against defendants Bruce Doering and Kim Doering:

## **PARTIES AND JURISDICTION**

1. Plaintiffs Spencer Melby and Colette Melby (“Melbys”) are individuals.
2. Defendants Bruce Doering and Kim Doering (“Doerings”) are individuals.
3. John Does 1 through 10 are individuals, groups, or entities who may be liable to the Melbys for their tortious or other improper conduct, including (but not limited to) tortiously interfering with the Melbys’ rights under their contract with the Doerings to purchase the Property (as defined below), tortiously inflicting emotional distress, tortiously interfering with Dr. Melby’s employment with Providence Health, or otherwise.
4. This court may exercise personal jurisdiction over the Doerings.
5. This court has subject matter jurisdiction over this dispute.
6. Pursuant to §§ 25-2-121(2)(a) and -123, MCA, venue is appropriate in Missoula County because the contract at issue involves the sale of real property located in Missoula County.

## **SIGNIFICANT NON-PARTIES**

7. Western Frontier, LLC is a Montana limited liability company organized to act as a real estate brokerage. Western Frontier does business under the registered, assumed business name of Engel & Völkers

Western Frontier. Western Frontier, LLC, dba Engel & Völkers Western Frontier is referred to hereafter as “Engel & Völkers.” Engel & Völkers’ principal place of business is located at 321 Higgins Street, Missoula, Montana.

8. Dawn Maddux (“Dawn Maddux”) is affiliated with Engel & Völkers as a member or manager, or both. Upon information and belief, Dawn Maddux is the managing member of Engel & Völkers. Additionally, Dawn Maddux acts as a real estate licensee on behalf of Engel & Völkers.

9. Zane Sullivan (“Sullivan”) is an attorney with an office in Missoula, Montana. Sullivan is Engel & Völkers’ registered agent for service of process.

10. J.R. Casillas, Esq. (“Casillas”) is an attorney in Missoula affiliated with the firm Datsopoulos, MacDonald & Lind, P.C.

11. Matt Rosbarsky (“Rosbarsky”) is a real estate licensee who is affiliated with Clark Fork Realty in Missoula, Montana.

12. Del Post, Esq. (“Post”) is an attorney in Missoula affiliated with the firm Post & Lebsack.

13. The Providence International Heart Institute of Montana (“Heart Institute”) is an assumed business name registered by Providence Health & Services – Montana (“Providence Health”). The Heart Institute is a medical

practice specializing in the care of patients with heart disease, including the specialties of cardiology and cardiothoracic surgery. Providence Health operates Providence St. Patrick Hospital in Missoula, Montana.

14. Dr. James Tolbert Maddux (“Dr. Maddux”) is an interventional cardiologist who works at the Heart Institute. Dr. Maddux is married to Dawn Maddux.

15. Dr. Daniel Bradley Spoon (“Dr. Spoon”) is an interventional cardiologist who works at the Heart Institute.

16. Dr. Michael C. Reed (“Dr. Reed”) is an interventional cardiologist who works at the Heart Institute.

17. Dr. Joseph Dean Schmoker is a cardiac surgeon who is the chief of cardiac surgery at the Heart Institute, with the official title of Medical Director, Cardiothoracic Surgery for Providence Health.

## **FACTS**

18. As to any of the following factual allegations which plaintiffs state upon “information and belief,” plaintiffs believe those allegations will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

### **I. Providence Health recruited the Melbys to move to Missoula.**

19. Spencer Melby (“Dr. Melby”) is a cardiac surgeon who, until

recently, practiced in St. Louis, Missouri in a prestigious, stable, and personally, professionally, and financially rewarding position.

20. On October 31, 2020, Dr. Schmoker, acting on behalf of Providence Health, called Dr. Melby to recruit him to quit his job in St. Louis to come to work for Providence Health at the Heart Institute in Missoula, Montana.

21. Dr. Schmoker was and is an agent of Providence Health, authorized to make promises and statements regarding the terms of Dr. Melby's employment.

22. All of the substantive negotiations for employment between Dr. Melby and Providence Health occurred through Dr. Schmoker.

23. On February 19, 2021, Dr. Melby and Providence Health reached agreement by which Dr. Melby would become an employee and would practice with Dr. Schmoker. Under the agreement, Dr. Melby and Dr. Schmoker would perform cardiac surgery under the name of the Heart Institute.

24. Dr. Maddux, Dr. Spoon, and Dr. Reed also are employed by Providence Health. They practice interventional cardiology under the name of the Heart Institute.

25. Providence Health, Dr. Schmoker, and Dr. Melby anticipated

that many of the patients whom Dr. Schmoker and Dr. Melby might treat would be referred by the Heart Institute's interventional cardiologists, i.e., Drs. Maddux, Spoon, and Reed.

26. In reliance upon his agreement with Providence Health, Dr. Melby resigned his position in St. Louis and the Melbys prepared to move to Missoula to begin employment with Providence Health. This entailed selling the family home and uprooting their minor children for the move to Montana.

## **II. The Melbys contracted to buy the Doerings' Property.**

27. The Melbys' plan to move to Missoula also required them to find a home in Missoula. They retained Rosbarsky to act as their agent to help them locate a home to purchase.

28. The Doerings own certain real property located at 5250 Marshall Canyon Road in Missoula County, Montana (the "Property").

29. Upon information and belief, the Doerings had attempted for years to sell the Property but had been unsuccessful.

30. As of the time that the Melbys were seeking a home, the Doerings' property was listed for sale with Dawn Maddux of Engel & Völkers.

31. The Melbys viewed the Property.

32. Ultimately, the Melbys and the Doerings entered into a Buy-Sell Agreement and Counteroffer for the purchase and sale of the Property (the “Buy-Sell Agreement”) Exhibit 1 hereto is a true and correct copy of the Buy-Sell Agreement.

33. The Buy-Sell Agreement identifies the Melbys as the Buyers and the Doerings as the Sellers.

34. Pursuant to the Buy-Sell Agreement, the Doerings agreed to sell, and the Melbys agreed to purchase, the Property for a purchase price of \$2,150,000.

35. The Melbys deposited the required earnest money.

36. The Melbys and the Doerings agreed that the balance of the purchase price would be conventionally financed.

37. The Buy-Sell Agreement contained an inspection contingency pursuant to which the Buy-Sell Agreement was “contingent upon Buyer’s acceptance of any Property conditions that Buyer deems appropriate, including but not limited to any inspections or advice listed below.” The inspection contingency specifically referenced “Easements” as one of the enumerated inspections that the Melbys could perform. See Buy-Sell Agreement, p. 3, lines 132–145.

38. After inspecting the Property and being satisfied therewith, the

Melbys waived the inspection contingency.

39. The Buy-Sell Agreement also contains a title contingency. See Buy-Sell Agreement, p. 4, lines 190–192. The title contingency provides that the Buy-Sell “Agreement is contingent upon Buyer’s receipt and approval (to Buyer’s satisfaction) of the preliminary title commitment . . . issued for the Property.” The release date for the title contingency is “14 days from Buyer’s or Buyer Broker’s/Salesperson’s receipt of the Commitment.” See *id.*

40. The Buy-Sell Agreement also contains a provision regarding “CONDITION OF TITLE” which states, in part:

Seller agrees that no additional encumbrances, restrictions, easements or other adverse title conditions will be placed against the title to the Property subsequent to the effective date of the preliminary title commitment approved by the Buyer.

Buy-Sell Agreement, p. 6, lines 298–301.

41. The Melbys received the preliminary title commitment for the Property (“Commitment”) on or about March 12, 2021. The effective date of the Commitment is March 12, 2021. Exhibit 2 hereto is a true and correct copy of the Commitment.

42. The Commitment did not reflect any easement in favor of any of the following groups:

43. Zootown Derailleurs;

44. The National Interscholastic Cycling Association;

45. MT Alpha Cycling;

46. MTB Missoula; or

47. MTCX.

48. The Commitment did not reflect any easement for any type of practice, races or other hosted events, whether for mountain biking, cycling, skiing, or otherwise.

49. The Commitment did not reflect any easement that applied to “any part of the 156 acres” comprising the Property.

50. After receiving the Commitment, the Melbys released the title contingency. See Buy-Sell Agreement, p. 4, lines 190–192.

51. After the Melbys and the Doerings executed the Buy-Sell Agreement, certain individuals and groups started raising concerns about their continued usage of trails located on public land adjacent to the Property. The Melbys met with several representatives of these groups in a collaborative, good faith effort to address those concerns.

52. In April 2021, the Melbys encountered obstacles with obtaining conventional financing. At least one bank the Melbys had engaged concluded that the challenges posed by the Missoula ski and bike

community's concerns over future recreational access to and/or through the Property caused concern about financing the Melbys' purchase of the Property.

53. The Melbys and the Doerings discussed possible seller financing with a contract for deed.

54. On May 6, 2021, the parties executed an Amendment to the Buy-Sell Agreement ("Amendment"). A true and correct copy of the Amendment is attached hereto as Exhibit 3.

55. In the Amendment, the Doerings agreed to provide seller financing with a contract for deed on the following material terms: (1) a 20% down payment; (2) the balance to accrue interest at 6%; (3) amortized over 25 years; and (4) a balloon payment/payoff due seven years from closing. They further agreed there would be no prepayment penalty. See Amendment, p. 1, lines 22–29.

56. The Amendment provided as follows: "Final contract for deed to be mutually agreed upon by both parties." Amendment, line 29.

### **III. Dawn Maddux retained Sullivan to draft the contract for deed.**

57. After the Doerings and Melbys executed the Amendment, Dawn Maddux, the Doerings' agent, retained Sullivan to draft the contract for deed contemplated by the Amendment.

58. Sullivan then drafted a standard form contract for deed containing the material terms set forth in the parties' Buy-Sell Agreement, as amended by the Amendment.

59. Sullivan's proposed initial draft contract for deed contained no provision to place any additional easement(s) on the Property.

#### **IV. Maddux secured a back-up offer for the Property.**

60. On or about May 11, 2021, Shaun Radley ("Radley"), a Missoula resident and mountain biking enthusiast, called Dr. Melby about the Property. Radley informed Dr. Melby that Radley had a wealthy friend who was interested in the Property and planned to put in a backup offer to purchase the Property, just in case the Melbys' deal to purchase the Property fell through.

61. Shortly thereafter, Dr. Melby had a conversation with Mr. Doering regarding the alleged backup offer that Radley had mentioned. Dr. Melby sought assurances from Mr. Doering that any backup offer was indeed just that. Mr. Doering responded that he was aware of the backup offer, and while it was an attractive cash offer, Mr. Doering agreed that he had a binding agreement with the Melbys to sell the Property to them.

62. The Doerings did, in fact, receive at least one backup offer to purchase the Property.

63. Upon information and belief, the backup offer was for a higher price than the purchase price specified in the Buy-Sell Agreement between Melbys and Doerings.

64. Upon information and belief, that backup offer came from Nick Checota, a Missoula promoter and venue operator.

65. Upon information and belief, Dawn Maddux acted as the buyer's agent with respect to the backup offer.

66. Upon information and belief, as to the backup offer, Maddux and Engel & Völkers were a dual agent, acting on behalf of both the backup offeror (the buyer) and the Doerings (the seller).

67. Upon information and belief, as a dual agent, Maddux and/or Engel & Völkers would not have to split any commission with a buyer's agent.

68. Dawn Maddux repeatedly contacted the Melbys' agent, Rosbarsky, to try and convince the Melbys to back out of their contract with the Doerings to purchase the Property.

69. Dawn Maddux knew that Dr. Melby was quitting his job in St. Louis and that the Melbys were selling their home and moving to Montana.

70. Upon information and belief, Dawn Maddux has announced that she plans to donate part of her commission from the sale of the Property to

the backup offeror to the backup offerors' efforts to develop or use the Property.

**V. The Doerings' efforts to provoke the Melbys to withdraw from the Buy-Sell Agreement.**

71. After Sullivan prepared the initial draft contract for deed, the Doerings' counsel, Casillas, made extensive and onerous modifications to the draft contract for deed.

72. The Doerings' agent, Dawn Maddux, then forwarded the revised draft contract for deed to Rosbarsky for the Melbys' review.

73. The Melbys were taken aback by the revisions to the contract for deed proposed by the Doerings.

74. The Melbys engaged Post to review the revised contract for deed. In a good-faith effort to keep the deal moving forward and finalize the contract for deed, the Melbys advised the Doerings, through counsel, that the Melbys would agree to the bulk of the onerous revisions to the contract for deed, with a few careful edits. Post called Casillas on May 21, 2021, to inform him of the same.

75. While Post was in the process of finalizing his suggested edits to the contract for deed, Post received an email from Casillas which stated, in pertinent part:

Hi Del: I know you are working on a response to Doerings' proposed changes. See attached that I just received from them. I figured it made sense to get you these for consideration in what you are doing and possible incorporation now; rather than me adding them in and going back and forth again perhaps unnecessarily.

76. By that communication, the Doerings requested additional provisions in the contract for deed, including an extremely broad public access easement stating:

Due to the historic use of the property by the public, sellers are granting the following listed groups, which includes but is not limited to, Zootown Derailleurs, the National Interscholastic Cycling Association, MT Alpha Cycling, MTB Missoula, and MTCX for practice, races and other hosted events, an easement for any part of the 156 acres. This easement may be rescinded by sellers at anytime during the life of this contract.

77. Doerings made this proposal well after the effective date of the Commitment.

78. The Doerings' last-minute demand for a broad public access easement provision to be included within the contract for deed was a transparent, pre-textual attempt to kill the deal for the Melbys' purchase of the Property so that they could proceed with another option, such as the backup offer.

79. Upon information and belief, the Doerings wished to kill the deal

with the Melbys so that the Doerings could accept the backup offer on the Property in a cash-only deal on more favorable terms for the Doerings.

80. Upon information and belief, the backup offer was also more favorable for Dawn Maddux than if the Doerings had honored their contract with Melbys.

81. After receiving that proposal for a new, broad public access easement, Post emailed Casillas at 1:29 p.m. on May 21, 2021, attaching the Melbys' proposed edits to the contract for deed and informing the Doerings that the proposed easement was "problematic" and unacceptable.

Post specifically explained:

Granting an easement to third party groups over virtually any and all parts of the property totally changes the nature and character of what my client contracted to buy. Also, I think the terms of the buy/sell preclude granting an easement. See Line 298 to 301 "*Seller agrees that no additional encumbrances, restrictions, easements or other adverse title conditions will be placed against the title to the Property subsequent to the effective date of the preliminary title commitment approved by the Buyer.*" Again, we have no problem with licenses/permits etc as set forth in the draft CFD, but not an easement.

At any rate, I look forward to speaking with you further to keep this transaction moving in the right direction.

82. Neither the Doerings nor Casillas immediately responded to

Post's email rejecting the public access easement or to Post's proposed edits to the draft contract for deed.

## **VI. The Doerings breached their contract with Melbys.**

83. Instead of responding to Post's communication, on Saturday, May 22, 2021, the Doerings unilaterally terminated their contract with the Melbys. Specifically, through Casillas, Doerings informed the Melbys that the Doerings:

...decided to reject the proposed revisions and not to make any counterproposals. The Doerings instructed me to instead provide you with this written notice of termination of the parties' Buy-Sell Agreement, any applicable Amendments and/or Addendums thereto, and the transaction as a whole.

In furtherance of this termination, your clients' earnest money will of course be returned to them. Additionally, the Doerings agree to cover the cost of the legal fees incurred for Mr. Sullivan's preparation of the initial draft of the Contract for Deed, as well as the costs incurred in connection with your clients having the property professionally inspected. The Doerings' agreement to cover these costs shall not be construed as any form of admission or acknowledgement regarding their legal rights to terminate the transaction, but instead as a professional courtesy for the [sic] your clients.

84. On May 24, 2021, Dawn Maddux sent an email to the Melbys' agent, Rosbarsky, representing that "the Doering's have terminated the buy sell contract on Marshall Mountain with your clients[.]" Dawn Maddux

further represented that the Doerings would “cover” the Melbys’ costs for the property inspection and for Sullivan’s time in drafting the contract for deed.

85. The Melbys had been ready, willing, and able to perform their contract with Doerings for purchase of the Property, and had fulfilled all contingencies for which they were responsible.

86. The Doerings’ “termination” of the contract with the Melbys was a total and material breach of their contract.

## **VII. Additional pressure on the Melby family.**

87. The Melbys have not agreed, and do not agree, that the Doerings could or did validly “terminate” the contract to sell the Property to the Melbys.

88. In reliance upon their contract with the Doerings by which they would acquire the Property, the Melbys had listed for sale their primary residence in Missouri, had contracted to sell it, and were set to close that sale on May 27, 2021.

89. Dr. Melby was under contract to start his new employment in Missoula, Montana on July 1.

90. When the Doerings terminated the contract, the Melbys were in the process of packing up their belongings and moving out of their home in

Missouri. They were planning on moving into their new residence on the Property shortly after closing, which was scheduled for June 4, 2021.

91. The Melbys had committed to the move to Missoula and needed a place to live. And they knew that the Doerings' "termination" of the contract was a breach.

92. So, the Melbys filed this action in late-May 2021. In their original complaint, Melbys sought specific performance of their contract with Doerings, so that they could acquire title to the Property free and clear of the ridiculously broad recreational easement that Doerings had demanded at the last minute.

93. Subsequent events, however, have caused the Melbys to eschew the remedy of specific performance and to instead seek damages for the Doerings' breach of contract.

94. The Melbys had proceeded with their planned move. As of Saturday, May 29, 2021, the Melbys and their two children were en route from St. Louis, Missouri to Missoula, Montana, along with Dr. Melby's parents and a friend of the Melbys' younger son. The seven of them were traveling together in three cars.

95. Other than a few items they took with them on the trip, all of the Melbys' possessions were in the possession of a moving company, for

delivery to Missoula, Montana.

96. On Saturday, May 29, 2021, while the Melbys were in Fargo, North Dakota, Dr. Melby got a call from Dr. Schmoker.

97. Dr. Schmoker informed Dr. Melby that he had been approached by Dr. Spoon, one of the interventional cardiologists who, along with Dawn Maddux's husband, Dr. Maddux, works for the Heart Institute. Dr. Schmoker informed Dr. Melby that Dr. Spoon said that, if Melbys filed suit to vindicate their rights, the interventional cardiologists (Drs. Maddux, Spoon, and Reed) would refuse to work with Dr. Melby, i.e., would refuse to refer patients.

98. Dr. Schmoker told Dr. Melby that, if the Melbys file suit, there was no sense in Dr. Melby coming to work for the Heart Institute.

99. It was not a term of Dr. Melby's employment that he suffer a breach of contract by the Doerings as a condition of his employment with Providence Health.

100. When Dr. Schmoker spoke to Dr. Melby, Dr. Melby had already quit his job in St. Louis and the Melbys had sold the family home in Missouri, had packed up all their belongings, had embarked for Missoula, and had already filed suit.

101. Thus, on May 29, 2021, the Melbys—including their children—

were caught by surprise while in the midst of a cross-country move, without the ability to go back to the life they had left in Missouri or move forward and pursue the life they were set to establish in Montana.

### **COUNT I – BREACH OF CONTRACT**

102. The Melbys incorporate by reference all prior paragraphs as if they were fully set forth herein.

103. The Buy-Sell Agreement provides that “if the Seller accepts the offer contained in this Agreement, but refuses ... to consummate the transaction anticipated by this Agreement the Buyer may ... Demand monetary damages” from the Doerings for their failure to perform. See Buy-Sell Agreement (Ex. 1), p. 7, lines 361–368.

104. The contract also contains an attorney fee provision. See Buy-Sell Agreement (Ex. 1), p. 8, lines 411–413.

105. The Melbys have been forced to hire counsel to enforce the terms of the parties’ contract and have incurred and continue to incur attorneys’ fees.

106. The Doerings agreed to and are bound by the terms of the Buy-Sell Agreement, as amended by the Amendment.

107. The Doerings have materially breached both the express terms of their contract with the Melbys and the implied covenant of good faith and

fair dealing, by, without limitation, refusing to close the transaction and purporting to terminate the Agreement.

108. The Melbys have suffered damages as a result of the Doerings' breach of contract, including: the difference between the purchase price and the price at which the Property could have been sold; their expenses incurred in connection with the transaction; their earnest money deposit; and any other damages that may directly or indirectly result, such as the threatened loss of Dr. Melby's employment.

109. The Melbys are entitled to recover monetary damages from the Doerings for their breach of the contract in an amount to be proved at trial.

## **COUNT II – INTENTIONAL or NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS**

110. The Melbys incorporate by reference all prior paragraphs as if they were fully set forth herein.

111. It was reasonably foreseeable that a family in the Melbys' situation would suffer serious and severe emotional distress as a result of the Doerings' conduct, including terminating a contract for their purchase of a home.

112. The Doerings' intentional conduct caused the Melbys to suffer serious and severe emotional distress. Alternatively, the Doerings negligently caused the Doerings to suffer serious and severe emotional

distress.

113. The Melbys are entitled to recover monetary damages from the Doerings for their intentional or negligent infliction of emotional distress, in an amount to be proved at trial.

### **PRAYER FOR RELIEF**

WHEREFORE, plaintiffs Spencer Melby and Colette Melby respectfully request that this Court enter judgment in their favor and against defendants Bruce Doering and Kim Doering as follows:

1. Awarding Melbys compensatory damages in an amount to be determined at trial;
2. Awarding Melbys punitive damages in an amount to be determined at trial;
3. Awarding Melbys their attorney fees, costs, and other suit-related expenses;
4. Awarding Melbys prejudgment and post-judgment interest; and
5. Awarding Melbys such further relief to which they may be entitled.

DATED this 2nd day of June, 2021.

GOETZ, BALDWIN & GEDDES, P.C.



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

Robert K. Baldwin  
Katherine B. DeLong  
Henry J.K. Tesar  
Attorneys for Plaintiffs

# COUNTER OFFER



1 Date: 02/22/2021

2  
3 This Counter Offer pertains to a Buy-Sell Agreement (hereafter the "Agreement") dated 02/17/2021  
4 by and between Bruce Doering And Kim Doering (hereafter the "Seller") and  
5 Spencer Melby And Colette Melby (hereafter the "Buyer") concerning  
6 the property described as: 5250 Marshall Canyon Road Missoula MT 59802  
7  
8  
9  
10

11 All the terms and conditions of the Agreement, except the Buyer's Commitment provision, are hereby incorporated by  
12 reference except as modified by the following terms and conditions:  
13 Lines 31-33 (personal property) shall read: See attached inventory list and notable excluded  
14 property list.

15 Lines 227-247 shall read:  
16 Buyer's earnest money deposit shall become non-refundable and released to sellers upon the release  
17 of the inspection contingency, no later than 05/11/2021. No further paperwork is required for  
18 Title to release earnest money to sellers.

19 Seller is willing to close early based on buyer's schedule to close.

20 Seller shall have 30 days after closing to remove excluded equipment from property.

21  
22 Line 482 (buyer commitment) shall read: 02/22/2021 at 6:00PM.

23  
24 Line 515 shall read: Kim Doering  
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44  
45  
46

[SM] / [cm]

Buyer's Initials



[BD] / [KD]

Seller's Initials

47 The performance dates contained in the Agreement:

- 48
- 49  Shall remain the same, except as otherwise stated herein; OR
- 50
- 51  Shall be extended the same number of days that have elapsed between the date of the Agreement and the date
- 52 of final acceptance of this Counter Offer except for the closing date which shall remain as set forth in the
- 53 Agreement.
- 54

55 Acceptance of this Counter Offer may be made by providing a signed copy to the offering party or their  
 56 Broker/Salesperson not later than 02/23/2021 5:00 (Date/Time) at  am  pm (Mountain Time), whether or not  
 57 that deadline falls on a Saturday, Sunday or holiday. Offering party may withdraw this Counter Offer any time prior to  
 58 receiving written acceptance. If acceptance is not given to the offering party or their Broker/Salesperson by expiration of  
 59 the time for acceptance, this offer is then null and void.

60  
 61 The parties hereto, all agree that the transaction contemplated by this Counter Offer may be conducted by electronic  
 62 means in accordance with the Montana Uniform Electronic Transactions Act.

<p>63  <u>Spencer Melby</u> 02/22/2021</p> <p>64 _____ Date</p> <p>65 Buyer's Signature <small>2/22/2021 8:14:11 PM MST</small></p> <p>66  <u>Spencer Melby</u> 02/22/2021</p> <p>67 _____ Date</p> <p>68 Buyer's Signature <small>2/22/2021 8:14:11 PM MST</small>  <small>COLETTE MELBY</small></p>	<p> <u>Bruce Doering</u> 02/22/2021</p> <p>_____ Date</p> <p>Seller's Signature</p> <p> <u>Kim Doering</u> 02/22/2021</p> <p>_____ Date</p> <p>Seller's Signature  <small>Kim Doering</small></p>
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**NOTE:** Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.



# BUY - SELL AGREEMENT (Residential) (Including Earnest Money Receipt)



1 This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally  
2 binding contract. If not understood, seek competent advice.

3  
4 Date: 02/17/2021

5 Spencer Melby And Colette Melby

6 as  joint tenants with rights of a survivorship,  tenants in common,  single in his/her own right,  
7  Other \_\_\_\_\_ (hereafter the "Buyer") agrees to purchase, and the Seller

8 agrees to sell the following described real property (hereafter the "Property") commonly known as  
9 5250 Marshall Canyon Road 59802

10  
11 in the City of Missoula, County of Missoula, Montana,  
12 legally described as: S05, T13 N, R18 W, IN NW4 LESS R/W & PT CONVEYED TO MISSOULA COUNTY  
13

14  
15  
16 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other  
17 appurtenances thereto, and all improvements thereon. All existing permanently installed fixtures and fittings that are  
18 attached to the Property are included in the purchase price and transfer to the Buyer. Certain fixtures and fittings are  
19 included in the purchase price and transfer to the Buyer regardless of whether they are in fact permanently installed and  
20 attached to the Property. These fixtures and fittings are electrical, plumbing and heating fixtures, wood, pellet, or gas  
21 stoves, built-in appliances, screens, storm doors, storm windows, curtain rods and hardware, window treatments, attached  
22 floor coverings, television antennas, satellite dish, hot tub, air cooler or conditioner, garage door openers and controls,  
23 fireplace inserts, mailbox, storage sheds, trees and shrubs and perennials attached to the Property, attached buildings or  
24 structures, unless otherwise excluded below:  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28

29 **PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition, are  
30 included and shall be transferred by bill of sale: \_\_\_\_\_  
31 To be mutually agreed upon by both parties

32  
33  
34 **LEASED/RENTED PERSONAL PROPERTY:** The following personal property is leased/rented:  water softener  
35  water conditioner  propane tank  satellite dish,  satellite control  alarm system  other \_\_\_\_\_  
36

37 Buyer is responsible for making arrangements concerning Buyer's right to lease/rent said items and Seller makes no  
38 representations or warranties concerning the transferability of said items or the assignment of any agreements relating to  
39 the lease/rental of said items.  
40

41 **PURCHASE PRICE AND TERMS:**

42 \$ 2,150,000.00 Purchase Price: Two Million One Hundred Fifty Thousand (U.S. Dollars)

43 \$ 20,000.00 Earnest Money (credited to Buyer at closing)

44 \$ 2,130,000.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows

45 (check one):

- 46  All cash at closing (no financing contingency); OR
- 47  Additional cash down payment at closing in the minimum amount of:  
48  \$ \_\_\_\_\_ OR  \_\_\_\_\_ % of the Purchase Price

49 Balance to be financed as indicated below:

- 50  Conventional  FHA  VA  MBOH  USDA-RD  Seller Financing  Assumption
- 51  Other \_\_\_\_\_

52  
53

Buyer's Initials

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Seller's Initials

54 **CLOSING DATE:** The date of closing shall be (date) 06/04/2021 (the "Closing Date").  
55 The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date  
56 specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the  
57 purchase in accordance with this Agreement. If third party financing is required by the terms of this Agreement (including  
58 assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not  
59 more than 20 days to accommodate delays attributable solely to such third party financing including, but not limited  
60 to, delays attributable to governmental regulations.

61  
62 **POSSESSION:** Seller shall deliver to Buyer possession of the Property and allow occupancy:  
63  when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase: OR  
64  upon recording of the deed or notice of purchaser's interest, OR  
65

66  
67 Property shall be vacant unless otherwise agreed in writing. Seller shall provide keys and/or means to operate locks,  
68 mailboxes, security systems, alarms, garage door opener(s), and Property Owner's Association facilities, if applicable.  
69

70 **EARNEST MONEY:** (check one)  
71  Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced by:  
72  Cash or  Check.  
73 Broker/Salesperson: Matt Rosbarsky  
74 (name printed) (signature acknowledging receipt of earnest money)

75  
76  Buyer agrees to provide earnest money in the amount as set forth herein within 5 days of the date all parties  
77 have signed this Agreement. Earnest money may be made by check, cash or wire transfer and shall be held in trust by  
78 Title company of sellers' choice. If Buyer fails to provide earnest money as set forth herein,  
79 Buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid  
80 forfeited.  
81

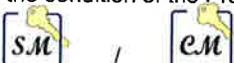
82 **FINANCING CONDITIONS AND OBLIGATIONS:**

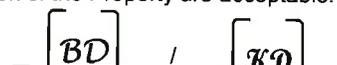
83  
84 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down payment  
85 and closing costs to close this sale in accordance with this Agreement and are not relying upon any contingent source  
86 of such funds unless otherwise expressly set forth herein.  
87

88 **LOAN APPLICATION:** If Buyer fails to (i) make written application for financing, provide notice of their intent to a  
89 lender and pay to the lender any required fees, (ii) apply for assumption of an existing loan or contract, or (iii) initiate  
90 any action required for completion of seller financing by 5:00 P.M. (Mountain Time) (date) 02/22/2021  
91 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement. This clause  
92 shall not be construed to restrict Buyer's right to review a loan estimate granted by governmental regulations.  
93

94 **V.A. BUYERS:** It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not  
95 incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property  
96 if the contract purchase price or cost exceeds the reasonable value of the Property established by the Veteran's  
97 Administration. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this  
98 Agreement without regard to the amount of the reasonable value established by the Veteran's Administration.  
99

100 **F.H.A. BUYERS:** In the event funds for the transaction anticipated by this Agreement are to be derived from an F.H.A. insured  
101 loan, it is expressly agreed that, notwithstanding any other provisions of this Agreement, the Buyer shall not be obligated to  
102 complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or  
103 otherwise, unless the Buyer has received a written statement issued by the Federal Housing Commissioner, Veteran's  
104 Administration, or a Direct Endorsement lender setting forth the appraised value of the Property for mortgage insurance purposes  
105 of not less than the amount set forth in the APPRAISAL PROVISION section, which amount is incorporated herein by reference.  
106 The Buyer shall have the privilege and option of proceeding with the consummation of this Agreement without regard to the amount  
107 of the appraised valuation made by the Federal Housing Commissioner. The appraised valuation is arrived at to determine the  
108 maximum mortgage the Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value nor  
109 the condition of the Property. The Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

  
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110 **DETECTION DEVICES:** The Property is equipped with the following detection devices:

111  Smoke detector(s)

112  Carbon monoxide detector(s)

113  Other fire detection device(s): \_\_\_\_\_

114 \_\_\_\_\_

115 \_\_\_\_\_

116 **PROPERTY INSPECTIONS:** The Buyer is aware that any Brokerage Firm(s) and Brokers/Salespersons involved in the  
117 transaction anticipated by this Agreement have not conducted an expert inspection or analysis of the Property or its  
118 condition and make no representations to the Buyer as to its condition, do not assure that the house and/or buildings will  
119 be satisfactory to the Buyer in all respects, that all equipment will operate properly or that the Property and/or  
120 improvements comply with current building and zoning codes and ARE NOT building inspectors, building contractors,  
121 structural engineers, electricians, plumbers, sanitarians, septic or cesspool experts, well drillers or well experts, land  
122 surveyors, civil engineers, flood plain or water drainage experts, roofing contractors or roofing experts, accountants,  
123 attorneys, or title examiners, or experts in identifying hazardous waste and/or toxic materials.

124

125 **CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have been  
126 released, waived, or satisfied, and the Agreement shall continue to closing, unless, by 5:00 p.m. (Mountain Time) on the  
127 date specified for each contingency, the party requesting that contingency has notified the other party or the other party's  
128 Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has notified the other  
129 party on or before the release date that a contingency is not released, waived, or satisfied, this Agreement is terminated,  
130 and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

131

132 **INSPECTION CONTINGENCY:**

133  This Agreement is contingent upon Buyer's acceptance of any Property conditions that Buyer deems appropriate,  
134 including but not limited to any inspections or advice listed below. Buyer agrees to acquire, at Buyer's own expense,  
135 independent inspections or advice from qualified inspectors or advisors of the Buyer's choice. Buyer agrees that any  
136 investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the Property,  
137 without the prior written consent of Seller. Seller agrees to provide Buyer and Buyer's agents, inspectors and advisors  
138 reasonable access to the Property to conduct any inspections desired by Buyer. Buyer agrees to indemnify, defend  
139 and hold harmless Seller from any and all claims or damage, including attorney's fees, caused by or incurred during  
140 any inspections of the Property by or on behalf of the Buyer and that arise out of or are related to (i) any loss or  
141 damage to the Property or the contents of the Property caused by any inspection or (ii) any injury to Buyer or Buyer's  
142 inspectors or advisors.

143

- |   |   |
|---|---|
| 144 Home/Property Inspection                                    | Review and Approval of Protective Covenants |
| 145 Owner's Property Disclosure Statement                       | Easements                                   |
| 146 Roof Inspection   | Flood Plain Determination                   |
| 147 Structural/Foundation Inspection                            | Water Sample Test                           |
| 148 Electrical Inspection                                       | Septic or Cesspool Inspection               |
| 149 Plumbing Inspection   | Mineral Rights Search                       |
| 150 Heating, ventilation, cooling system – Inspection           | Radon                                       |
| 151 Stove/Fireplace Inspection                                  | Asbestos                                    |
| 152 Pest/Rodent Inspection                                      | Wild Fire Risk                              |
| 153 Well Inspection for Condition of Well and Quantity of Water | Legal Advice                                |
| 154 Accounting Advice   | Toxic Waste/Hazardous Material              |
| 155 Survey or Corner Pins located                               | Underground Storage Tanks                   |
| 156 Access to Property  | Sanitary Approval/Septic permit             |
| 157 Verification of # of code compliant bedrooms                | Mold  |
| 158 Verification of square footage of improvements              | Verification of lot size                    |
| 159 Water Rights  | Airport Affected Area                       |
| 160 Zoning Determination  | Road Maintenance                            |
| 161 Post-Closing Rental Obligations                             | Internet Availability/Speed                 |



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Seller's Initials

162 Unless Buyer delivers written notice(s) of Buyer's disapproval of the Property conditions on or before  
163 (Notice Date) 05/04/2021, this inspection contingency shall be of no further force  
164 or effect. **If Buyer disapproves** of the Property condition, Buyer shall deliver written notice to the Seller or the Seller's  
165 Broker/Salesperson on or before the date specified above, together with a copy of ONLY that portion of the inspection  
166 or report upon which the disapproval is based. Buyer shall also state whether Buyer elects to immediately terminate  
167 the Agreement or negotiate a resolution of the conditions noted. **If Buyer elects to negotiate** a resolution of the  
168 conditions noted, the notice must contain all of Buyer's objections and requested remedies.

169  
170 If the parties enter into a written agreement in satisfaction of the conditions noted, this contingency shall be of no  
171 further force or effect. If the parties cannot come to written agreement in satisfaction of the conditions noted or if the  
172 Buyer does not withdraw, in writing, his/her disapproval of the condition noted, on or before  
173 (Resolution Date) 05/11/2021, the earnest money shall be returned to the  
174 Buyer, and the Agreement then terminated.

175  
176 **FINANCING CONTINGENCY:**

177  This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled  
178 "PURCHASE PRICE AND TERMS." If financing cannot be obtained by the Closing Date this Agreement is  
179 terminated and the earnest money will be refunded to the Buyer.

180  
181 **APPRAISAL CONTINGENCY:**

182  Property must appraise for at least  the Purchase Price **OR** at least  \$ \_\_\_\_\_. If the  
183 Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money  
184 refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised  
185 value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within  
186 7 days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; **OR**

187  This Agreement is contingent upon the Property appraising for at least  the Purchase Price **OR** at least  
188  \$ \_\_\_\_\_. Release Date: \_\_\_\_\_.

189  
190 **TITLE CONTINGENCY:** This Agreement is contingent upon Buyer's receipt and approval (to Buyer's satisfaction) of  
191 the preliminary title commitment (the "Commitment") issued for the Property. Release Date:  
192 14 days from Buyer's or Buyer Broker's/Salesperson's receipt of the Commitment.

193  
194 Buyer may approve the Commitment subject to the removal of specified exceptions. However, Buyer may not object  
195 to the standard pre-printed exceptions (general exceptions not unique to the Property). If Buyer provides Seller written  
196 objections to the Commitment prior to the release date above, Seller shall have ten (10) days from receipt of those  
197 objections to satisfy said objections or propose to Buyer a plan by which the objections would be satisfied within a  
198 time frame satisfactory to Buyer. If within said ten (10) day period Seller has not either satisfied Buyer's objection to  
199 the Commitment or proposed to Buyer a plan by which the objections would be satisfied, Buyer shall have three (3)  
200 days after expiration of said ten (10) day period to notify Seller whether Buyer desires to (i) terminate this Agreement  
201 in which case the earnest money shall be returned to the Buyer or (ii) waive said objections in which case this  
202 Agreement shall remain in full force and effect. The two remedies stated above shall be Buyer's sole remedies if  
203 Seller and Buyer are unable to resolve Buyer's objections to the Commitment.

204  
205 **INSURANCE CONTINGENCY:** This Agreement is contingent upon Buyer's ability to acquire, at a rate acceptable to  
206 the Buyer, hazard insurance on the Property. Release Date: 03/12/2021.

207  
208 **LEAD BASED PAINT CONTINGENCY:** For housing built prior to 1978, if Seller is required by applicable law to  
209 provide a Lead Based Paint Disclosure and pamphlet entitled "Protect Your Family from Lead in Your Home" (the  
210 LBP Documents), and if said LBP Documents have been provided to Buyer **after** the full execution of this Agreement  
211 by all parties, Buyer shall have the unconditional right to cancel this Agreement (without risk of loss or other adverse  
212 effects) within three (3) days after electronic or hand delivery of the LBP Documents, or five (5) days after deposit of  
213 the LBP Documents in the mail, by giving written notice of cancellation to Seller or Seller's Broker/Salesperson.

214  
215 This Agreement is contingent upon \_\_\_\_\_

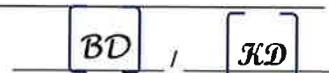
216 \_\_\_\_\_

217 \_\_\_\_\_

218 \_\_\_\_\_

219 \_\_\_\_\_ Release Date: \_\_\_\_\_

  
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Seller's Initials

220 This Agreement is contingent upon \_\_\_\_\_  
221 \_\_\_\_\_  
222 \_\_\_\_\_  
223 \_\_\_\_\_  
224 \_\_\_\_\_ Release Date: \_\_\_\_\_  
225 \_\_\_\_\_

226 **ADDITIONAL PROVISIONS:** \_\_\_\_\_  
227 \_\_\_\_\_  
228 \_\_\_\_\_  
229 \_\_\_\_\_  
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247 \_\_\_\_\_  
248 \_\_\_\_\_

249 **CONVEYANCE:** The Seller shall convey the Property by \_\_\_\_\_ **Warranty** \_\_\_\_\_ deed, free of  
250 all liens and encumbrances except those described in the preliminary title commitment, as approved by the Buyer.  
251

252 **MANUFACTURED HOME(S):** If a MANUFACTURED HOME is included in the sale of this Property, title will be conveyed  
253 at time of closing. Year \_\_\_\_\_ Make/Model \_\_\_\_\_  
254 Serial Number \_\_\_\_\_ Title Number \_\_\_\_\_  
255

256 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of claim,  
257 certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches, ditch rights,  
258 or ditch easements appurtenant to and/or used in connection with the Property are included with the Property, except  
259 \_\_\_\_\_

260 Filing or transfer fees will be paid by  Seller,  Buyer,  split equally between Buyer and Seller.  
261 Documents for transfer will be prepared by \_\_\_\_\_  
262

263 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer of  
264 real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating  
265 water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of  
266 water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424, MCA, could  
267 result in a penalty against the transferee and rejection of the deed for recording.  
268

269 **NATURAL WATER BODIES AND LAND PRESERVATION DISCLOSURE:** Buyers of property in the State of Montana  
270 should be aware that some properties contain or are adjacent to streams, rivers, wetlands, floodplains and other water  
271 bodies. It is the general policy of the State of Montana that natural water bodies and the lands immediately adjacent to  
272 them are to be protected and preserved to be available in their natural or existing state, and to prohibit unauthorized  
273 projects related thereto. Property owners should consult their local soil conservation board, a land use professional, or  
274 other qualified advisor, regarding any applicable local, state or federal regulations, including permitting or other approvals,  
275 before working in or around any streams, rivers, wetlands, floodplains or other water bodies, including vegetation removal.

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Seller's Initials

276 **MINERAL RIGHTS:** "Mineral rights" as defined in this Agreement (which may be different than the definition under  
277 Montana law) is a term used to describe the rights the owner of those rights has to use, mine, and/or produce any or all  
278 of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc., lying below the surface of property. These  
279 mineral rights may be separate from the rights a property owner has for the surface of a property. In some cases, these  
280 mineral rights have been transferred to a party other than the property owner and as a result the subsurface mineral rights  
281 have been severed from the property owner's surface rights. If the mineral rights have been severed from the surface  
282 rights, the owner of the mineral rights has the right to enter the land and occupy it in order to mine the minerals even  
283 though they don't own the property. The undersigned Buyer acknowledges and agrees that neither the Seller nor the  
284 brokerage firms, brokers and salespersons involved in the transaction anticipated by this Agreement warrant or make any  
285 representations concerning the mineral rights, if any, for this Property and that neither the Seller nor the brokerage firms,  
286 brokers and salespersons involved in the Buyer's purchase of the Property have conducted an inspection or analysis of  
287 the mineral rights to and for the Property.  
288

289 **CLOSING FEE:** The fee charged by the individual or company closing the transaction will be paid by  Seller  Buyer  
290  Equally Shared.  
291

292 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish Buyer  
293 with an ALTA Standard Coverage Owner's Title Insurance Policy (as evidenced by a standard form American Land Title  
294 Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase additional owner's  
295 title insurance coverage in the form of "Extended Coverage," "Enhanced Coverage" for an additional cost to the Buyer. It  
296 is recommended that Buyer obtain details from a title company.  
297

298 **CONDITION OF TITLE:** All mortgages, judgments and liens shall be paid or satisfied by the Seller at or prior to closing  
299 unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or other  
300 adverse title conditions will be placed against the title to the Property subsequent to the effective date of the preliminary  
301 title commitment approved by the Buyer.  
302

303 **DEPOSIT OF FUNDS BY BROKER/SALESPERSON:** All parties agree, unless otherwise expressly stated herein, that  
304 the earnest money and any other real estate funds in Broker's/Salesperson's possession shall be deposited or delivered  
305 within  7  days of receipt, or the date all parties have signed this Agreement, whichever occurs later. The parties agree  
306 that accrued interest, if any, shall be payable to the holder of the funds and that sums so paid are consideration for  
307 services rendered.  
308

309 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section 1031  
310 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the  
311 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to  
312 be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary or  
313 any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the  
314 prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability" section  
315 below.  
316

317 **SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS:** All Special Improvement  
318 Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association,  
319 including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have been  
320 approved but not yet billed or assessed, will be assumed by Buyer at closing unless otherwise agreed.  
321

322 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement District  
323 and association special assessments for the current tax year, as well as prepaid rents, water and sewer system charges,  
324 heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees,  
325 as of the date of closing unless otherwise agreed.  
326

327 **HEATING FUEL/PROPANE PRORATION:** Seller and Buyer agree to prorate the heating fuel/propane at the current  
328 market price as provided by a heating fuel/propane company within 7 days of closing, OR at the price charged for the last  
329 refill per a receipt to be provided by the Seller prior to closing, whichever is LESS. If the heating fuel/propane tank is  
330 rented, proration will be based on the most current rental fee charged or owing at the time of closing.



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Seller's Initials

331 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear  
332 excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller  
333 agrees to leave the Property in broom clean or better condition and allow Buyer a walk-through inspection of said Property  
334 prior to closing to make sure that all appurtenances and appliances included in the sale remain on the Property.  
335

336 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the State of Montana should be aware that some properties  
337 contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to  
338 the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an  
339 owner of property, contact either your local county extension agent or Weed Control Board.  
340

341 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated,  
342 certain individuals are required to register their address with the local law enforcement agencies as part of Montana's  
343 Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information  
344 concerning registered offenders available to the public. If you desire further information please contact the local County  
345 Sheriff's office, the Montana Department of Justice, in Helena, Montana, and/or the probation officers assigned to the  
346 area.  
347

348 **RADON DISCLOSURE STATEMENT:** The following disclosure is given pursuant to the Montana Radon Control Act,  
349 Montana Code Annotated Section 75-3-606. RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE  
350 GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH  
351 RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL  
352 GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON  
353 AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If the Property  
354 has been tested for radon, the Seller will provide a copy of the test results concurrent with an executed copy of this  
355 Agreement. If the Property has received radon mitigation treatment, the Seller will provide the evidence of the mitigation  
356 treatment concurrent with an executed copy of this Agreement.  
357

358 **NEWLY CONSTRUCTED RESIDENCE:** See "Newly Constructed Residence Addendum and Disclosure."  
359

360 **BUYER'S REMEDIES:**

- 361 (A) If the Seller fails to accept the offer contained in this Agreement within the time period provided in the
- 362 BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.
- 363 (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction
- 364 anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:
- 365 (1) Demand immediate repayment of any earnest money paid by the Buyer, and upon the return of such
- 366 money, the rights and duties of Buyer and Seller under this Agreement shall be terminated;
- 367 **OR** (2) Demand that Seller specifically perform Seller's obligation under this Agreement;
- 368 **OR** (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.  
369

370 **SELLER'S REMEDIES:**

- 371 If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction
- 372 anticipated by this Agreement within the time period provided in this Agreement, the Seller may:
- 373 (1) Declare the earnest money paid by Buyer be forfeited whereupon the rights and duties of the Buyer and Seller
- 374 under this Agreement shall be terminated;
- 375 **OR** (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement;
- 376 **OR** (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.  
377

378 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this  
379 Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally  
380 competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership,  
381 or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.  
382

383 **FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides for the withholding of tax upon  
384 the sale of U.S. real property owned by a foreign entity or foreign person unless the amount realized (usually the sales  
385 price) does not exceed \$300,000 and the Buyer intends to use the Property as a residence. If the Seller is a foreign entity  
386 or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required to deduct and withhold the  
387 applicable tax from the proceeds of sale at closing and submit the tax to the Internal Revenue Service unless the transfer  
388 of the Property satisfies an exception provided for in Section 1445 of the Internal Revenue Code.

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BD / KD

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389 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by  
390 Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this  
391 Agreement, of any and all information reasonably necessary to consummate the transaction anticipated by this  
392 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar documents  
393 concerning this Property or underlying obligations pertaining thereto.

394  
395 **WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement attorneys  
396 and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. The emails  
397 may look legitimate, but they are not. Buyer and Seller are advised NOT to wire any funds without personally speaking  
398 with the intended recipient of the wire to confirm the routing number and the account number. Buyer and Seller should  
399 NOT send personal information such as social security numbers, bank account numbers and credit card numbers through  
400 email.

401  
402 **RISK OF LOSS:** All loss or damage to any of the above-described Property or personal property to any cause is assumed  
403 by Seller through the time of closing unless otherwise specified.

404  
405 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.

406  
407 **BINDING EFFECT AND NON-ASSIGNABILITY:** The Agreement is binding upon the heirs, successors and assigns of  
408 each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's express  
409 written consent.

410  
411 **ATTORNEY FEE:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the  
412 prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine  
413 just.

414  
415 **COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with the transaction  
416 anticipated by this Agreement is an integral part of this Agreement.

417  
418 **FAX/COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in counterparts and, when all  
419 counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a signature  
420 transmitted by fax or other electronic means will be enforceable against any party, who executes the Agreement and  
421 transmits the signature by fax or other electronic means. The parties hereto, all agree that the transaction contemplated  
422 by this document may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction  
423 Act.

424  
425 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments signed  
426 by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral  
427 agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the Seller and Buyer.

428  
429 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the earnest money  
430 and things of value held by the Broker, closing agent, or any person or entity holding such money or property, unless  
431 mutual written instructions are received by the holder of the earnest money and things of value, Broker or closing agent  
432 shall not be required to take any action, but may await any proceedings, or, at Broker's or closing agent's option and sole  
433 discretion, may interplead all parties and deposit any monies or things of value in a Court of competent jurisdiction and  
434 may utilize as much of the earnest money deposit as may be necessary to advance the cost and fees required for filing  
435 such action.

436  
437 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):

- |  |   |
|--|---|
| 438 <input checked="" type="checkbox"/> Lead Based Paint Disclosure              | <input type="checkbox"/> Contingency for Sale of Buyer's Property |
| 439 <input type="checkbox"/> Addendum for Additional Provisions                  | <input type="checkbox"/> Back-up Offer                            |
| 440 <input type="checkbox"/> Multi-Family Disclosure                             | <input type="checkbox"/> Water Rights Acknowledgement             |
| 441 <input checked="" type="checkbox"/> Mold Disclosure                          | <input type="checkbox"/> Condominium Disclosure/Addendum          |
| 442 <input type="checkbox"/> Newly Constructed Residence Addendum and Disclosure | <input type="checkbox"/> _____                                    |
| 443 <input type="checkbox"/> Rent-Back Agreement (Post-Closing Seller Occupancy) |   |



Buyer's Initials



Seller's Initials



501 **SELLER'S COMMITMENT:**

502 I/We agree to sell to Buyer the above-described Property on the terms and conditions herein above stated. I/We hereby  
503 acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.

504  
505 \_\_\_\_\_ Date: \_\_\_\_\_, at \_\_\_\_\_  am  pm (Mountain Time)

506 Seller's Signature

507  
508 Name Printed: Doering

509  
510 Address: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

511  
512 \_\_\_\_\_ Date: \_\_\_\_\_, at \_\_\_\_\_  am  pm (Mountain Time)

513 Seller's Signature

514  
515 Name Printed: \_\_\_\_\_

516  
517 Address (if different): \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

518  
519  Modified per the attached Counter Offer:

520 [BD] / 02/22/2021  
521 Seller's Initials Date

[KD] / 02/22/2021  
Seller's Initials Date

522  
523  
524  Rejection of this offer by Seller (No counter offer is being made):

525  
526 \_\_\_\_\_ / \_\_\_\_\_  
527 Seller's Initials Date

\_\_\_\_\_ / \_\_\_\_\_  
Seller's Initials Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.



## Marshall Mountain Notable Personal Property Exclusion List

Exclusion list notes major items not included with purchase of property. See inventory list for all items to be included with purchase of property.

1. Double Hall black chairlift, located at base of mountain (not included but seller willing to negotiate sale with buyers).
2. Large Fox Theater sign located at base of mountain.
3. Various trailers located at base of mountain.
4. Various signage located in Pub building (not included but seller willing to negotiate sale with buyers).
5. Ferris Wheel.

Authentisign  
*Bruce Doering*  
2/22/2021 4:35:39 PM MST  
02/22/2021

Authentisign  
*Kim Doering*  
2/22/2021 4:38:47 PM MST  
02/22/2021

Authentisign  
*Spencer Melby*  
2/22/2021 6:13:08 PM MST

Authentisign  
*Colette Melby*  
2/22/2021 6:14:13 PM MST

# Marshall Mountain

## Inventory List

February 2021

### **Season's Pub**

- 1 Boyn Refrigeration Unit Ser DJH4288
- 1 Frig/Freezer
- 1 Neon "Big Sky Brewing" Sign
- 1 Onkyo Stereo Receiver Model TX-8500
- 1 8' coin operated Pool Table with Balls and Rack
- 6 Handcrafted Bar Stools
- 1 Warnock Hersey Propane Stove Serial 375768
- 11 6' Banquet Tables
- 1 Small Round Table
- 70 Padded Folding Chairs
- 1 Log Wedding Arch
- Miscellaneous Beer Taps and Bar Ware

### **Snack Bar**

- 1 8' Table
- 1 Electric Hot Dog Roller Grill
- Misc. Cookware and Kitchenware

### **Office Entry**

- 1 Englander Wood Stove
- 1 Large Cork Board

## **Office**

- 2 4 Drawer File Cabinets
- 1 6' Wooden Mail Center
- 1 Alinco Transceiver DR570 with Hand Mic
- 1 Radio Shack Speaker

## **Hallway**

- 1 Two Drawer File Cabinet
- 10 Assorted Lawn and Garden Tools
- 1 Corkboard
- 3 Fire Extinguishers

## **Basement**

- 1 Culligan UV Light
- 1 Tuff Sport Sledding Tube
- 1 Grass Seed Spreader

## **Mtn Manager's Office**

- 1 Two Drawer File Cabinet
- 1 Office Chair

## **Employee Break Room**

- 100 Race Bibs
- 1 8' Table
- 2 Benches
- 1 Volleyball Set
- 7 Electric Space Heaters

## **Main Lodge**

- 5 Picnic Tables
- 3 Square Tables
- 10 Wooden Chairs

- 1 Warnock Wood Stove Serial WHI001952
- 2 Cork Boards
- 2 Trash Receptacles
- 1 Wooden Literature Shelf
- 1 Battery Emergency Light System

## **Rental Shop**

- 1 Royal 120NT Cash Register
- 1 Toko Mat Ski Waxer Model CH 9450
- 1 Universal Tilt Vise Serial 103187
- 1 Fontaine Ski Tuning Machine Model 604
- 1 Black and Decker 5" Bench Grinder
- 1 Royal Electronic Time Clock
- 1 Culligan UV80478 Water treatment Unit
- 1 Warnock Hersey Wood Stove
- 4 Round Carpeted Seats
- 1 Tamper Ski Polisher/Grinder
- 10 Wooden Ski Racks
- 300 Pair Ski Boots \*
- 55 Pair Snowboard Boots \*
- 75 Snowboards \*
- 1 Pair Snowblades
- 266 Pair of Ski's \*
- 62 Pair Ski Poles \*

\* = Approx.

## **Snow Sports School**

- 1 Custom Made Wooden Counter
- 2 Pepsi Reader Boards
- 1 Wooden Stool
- 4 Red 8' Tables
- 4 Teal 8' Tables
- 2 Cork Boards

## **Shop I**

- 8 50' 1.5" Snowmaking Hoses
- 3 50' 2.5" Snowmaking Hoses
- 5 Large Lawn Sprinklers

## **Shop II**

- 1 Zeter Diesel Tractor with Front end Loader and Brush hog Attachment
- 1 3'x4' Charcoal Barbecue Grill

## **Goat House**

- 2 55 gallon Oil Barrels
- 1 Barrel Pump
- Miscellaneous Hydraulic Hoses

## **Miscellaneous Equipment**

- Many Snowmaking Water Hydrants
- Many Night Skiing Exterior Lights and Brackets
- Many Snowmaking Electric Connectors

1 200hp Hancock Vertical Turbine Pump

1 50 hp Standby Vertical Turbine Pump

Authentisign  
*Bruce Doering*  
2/22/2021 4:35:42 PM MST  
02/22/2021

Authentisign  
*Kim Doering*  
02/22/2021

Authentisign  
*Spencer Melby*  
2/22/2021 6:13:09 PM MST

Authentisign  
*Colette Melby*  
2/22/2021 6:14:19 PM MST

File No.: MT-66852

**COMMITMENT FOR TITLE INSURANCE  
Issued by  
CHICAGO 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.

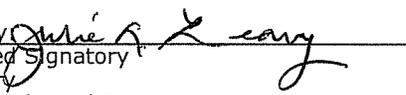
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, CHICAGO 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**CHICAGO TITLE INSURANCE COMPANY**

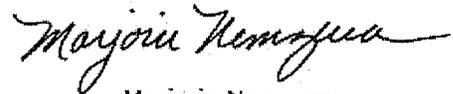
Issued By:   
Authorized Signatory  
Julie Leary  
Western Title And Escrow  
690 SW Higgins Avenue, Suite C  
Missoula, MT 59803  
Tel: 406-728-0990  
Fax: 406-728-0209

By:



Randy R. Quirk  
President

Attest:



Marjorie Nemzura  
Secretary

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued by CHICAGO 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.





CHICAGO TITLE  
INSURANCE COMPANY

---

File No.: MT-66852

72C276B26

72C276B26 ALTA Commitment For Title Insurance 08/01/2016 180  
days 04/02/2018 C276B\_MT

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- b. "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- c. "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- d. "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.
- e. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- f. "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- g. "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- h. "Title": The estate or interest described in 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 shall not be 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 shall not be 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.
- c. The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued by CHICAGO 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.



Commitment was first delivered to the Proposed Insured.

- d. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
- f. In no event shall the Company be 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. In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- 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 and must be restricted solely to the terms and provisions of this Commitment.
- c. Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

**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.

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued by CHICAGO 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.

72C276B26 72C276B26 ALTA Commitment For Title Insurance 08/01/2016 180 days 04/02/2018 C276B\_MT  
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SCHEDULE A

FILE NUMBER MT-66852

1. EFFECTIVE DATE: March 12, 2021 "No liability is assumed hereunder  
at 5:00 PM until full policy premium is paid."

POLICY OR POLICIES TO BE ISSUED:	AMOUNT	PREMIUM
(A) ALTA OWNER'S POLICY (06-17-06) - STANDARD COVERAGE	\$2,150,000.00	\$4,435.50
PROPOSED INSURED:		

Spencer Melby and Colette Melby, as joint tenants

(B) ALTA LOAN POLICY (06-17-06) - STANDARD  
COVERAGE  
PROPOSED INSURED:

ENDORSEMENTS

ADDITIONAL CHARGE (IF ANY)

TOTAL: \$4,435.50

3. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS COMMITMENT IS:

FEE SIMPLE

4. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE HEREOF VESTED IN:

Bruce H. Doering and Kim A. Doering, as joint tenants

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

NW1/4 of Section 5, Township 13 North, Range 18 West, P.M.M., Missoula County, Montana.

EXCEPTING THEREFROM a tract of land as described on Certificate of Survey No. 608.

ALSO EXCEPTING that portion conveyed to Missoula County in Book 160 of Micro Records at Page 1885  
for road right-of-way.

SCHEDULE B  
EXCEPTIONS

FILE NO. 66852

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY, (OR UNLESS THE POLICY TO BE ISSUED IS AN ALTA HOMEOWNER'S POLICY (10/22/03) IN WHICH CASE ONLY ITEM 8 IS RELEVANT AND ITEMS 1-7 ARE EXPRESSLY DEEMED INAPPLICABLE TO THE COVERED RISKS OF SAID ALTA HOMEOWNER'S POLICY):

**GENERAL (STANDARD) EXCEPTIONS**

1. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION, OR CLAIMING TO BE IN POSSESSION, THEREOF.
2. EASEMENTS, LIENS, ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND, AND THAT IS NOT SHOWN BY THE PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, IMPOSED BY LAW FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, WHICH LIEN, OR RIGHT TO A LIEN, IS NOT SHOWN BY THE PUBLIC RECORDS.
5. (a) UNPATENTED MINING CLAIMS; (b) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (c) INDIAN TREATY OR ABORIGINAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, EASEMENTS OR EQUITABLE SERVITUDES; OR (d) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (a), (b), (c), OR (d) ARE SHOWN BY THE PUBLIC RECORDS.
6. TAXES OR ASSESSMENTS WHICH ARE NOT NOW PAYABLE OR WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS; PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
7. ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY, OR GARBAGE COLLECTION OR DISPOSAL OR OTHER UTILITIES UNLESS SHOWN AS AN EXISTING LIEN BY THE PUBLIC RECORDS.
8. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES OF RECORD FOR VALUE THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.

## SCHEDULE B

## SPECIAL EXCEPTIONS

9. All rights, titles or interests in minerals of any kind, oil, gas, coal, sand and gravel, or other hydrocarbons and the consequences of the right to mine or remove such substances including, but not limited to express or implied easements and rights to enter upon and use the surface of the land for exploration, drilling or extraction related purposes.

10. Reservations or exceptions in patents or in acts authorizing the issuance thereof.

11. Taxes and Assessments for the year 2021 which are not yet due or payable.

12. General County Taxes for the Year: 2020  
 First Installment in the sum of: \$814.53 (Paid)  
 Second Installment in the sum of: \$814.51 (Due and payable on or before May 31, 2021)  
   Total: \$1,629.04  
 Tax ID No.: 777804  
 Geocode No: 04-2201-05-1-01-02-0000

13. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, as disclosed in instrument or by action herein set forth.

For: Private road  
 In Favor of: Parties legally entitled thereto  
 Disclosed by: Book 226 of Deeds at Page 471  
 Affects: SE1/4NW1/4 Section 5

14. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, as disclosed in instrument or by action herein set forth.

For: Lawn Sprinkling  
 In Favor of: Parties legally entitled thereto  
 Disclosed by: Book 270 of Micro Records at Page 211  
 Affects: Blanket easement; location cannot be determined

15. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, as disclosed in instrument or by action herein set forth.

For: Existing driveway  
 In Favor of: Michael F. Flannigan, Betty D. Flannigan and Eileen L. Flannigan  
 Disclosed by: Book 569 of Micro Records at Page 60  
 Affects: Said premises

NOTE: Notwithstanding anything to the contrary in this Commitment, if the Policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the Policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the Policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

SCHEDULE B

**END OF SPECIAL EXCEPTIONS**

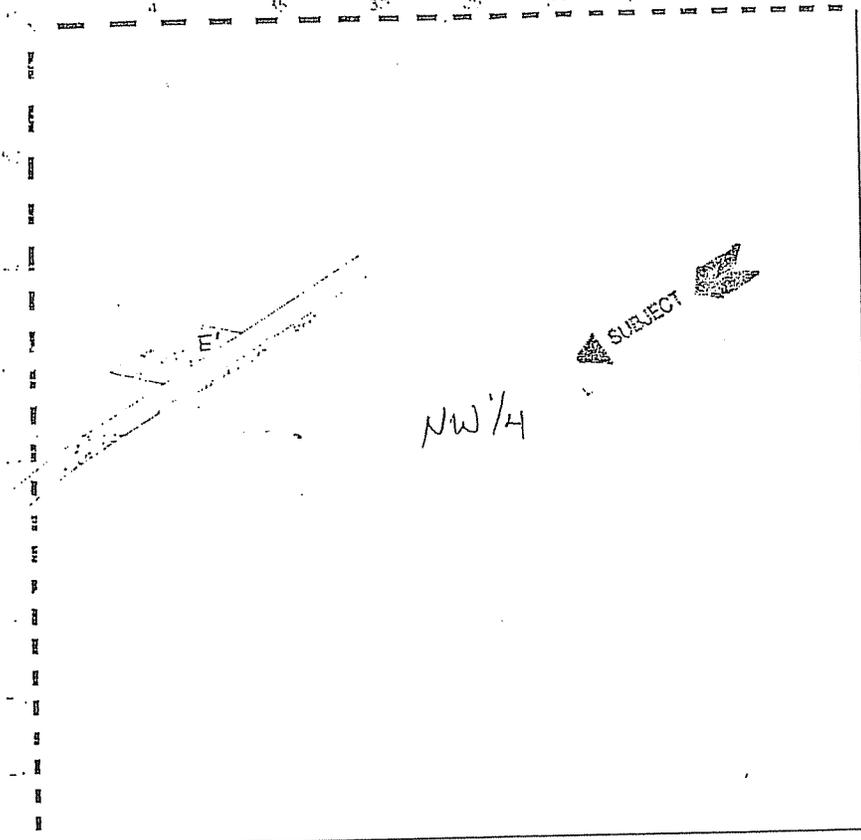
PROPERTY ADDRESS: 5250 Marshall Canyon Road, Missoula, MT 59802

Note: In the event this commitment is canceled, a cancellation fee will be charged to comply with the State Insurance Codes.

THIS SKETCH IS PROVIDED, WITHOUT CHARGE, FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS, OR LOCATION OF BOUNDARIES. IT IS NOT A PART OF, NOR DOES IT MODIFY, THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.

T.13 N. R.18 W.

Sec. 5



NW/4

A

SW/4

△



Shopping Cart: 0 items [\$0.00]

[New Search](#) [History](#) [Payoff](#) [PayTaxes](#) [Help](#)

**Parcel Number:** 777804      **Mailing Address:**  
 1250 SNOW BOWL RD  
 MISSOULA, MT 598089350

**Status:** Current

**Receipt:** 52067      **Levy District:**  
 14.3, BONNER, MSLA RURAL FIRE

**2020 Owner(s):**  
 DOERING BRUCE H  
 DOERING KIM A

**2020 Value:**

**Market:** \$135,583  
**Taxable:** \$1,884

[Detail](#)

**2020 Taxes:** [View Pie Charts](#)

<b>First Half:</b>	\$814.53	<b>Due:</b> 11/30/2020
<b>Second Half:</b>	\$814.51	<b>Due:</b> 5/31/2021
<b>Total:</b>	\$1,629.04	

[Show Current Tax Bill](#)

[Detail](#)

**2020 Payments:**

<b>First Half:</b>	\$814.53
<b>Second Half:</b>	\$0.00
<b>Total:</b>	\$814.53

(May include penalty & interest)

**2020 Legal Records:**

**Geo Code:** 04-2201-05-1-01-02-0000 **Deed Book:** 898 **Page:** 1218 **Date:** 2012-08-14

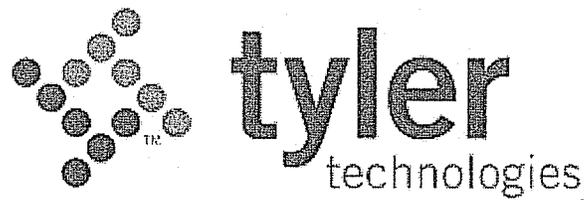
**Property address:** 5250 MARSHALL CANYON RD, MISSOULA MT 59802  
**TRS:** T13 N, R18 W, Sec. 05  
**Legal:** S05, T13 N, R18 W, IN NW4 LESS R/W & PT  
 CONVEYED TO MISSOULA COUNTY

**Note:** The accuracy of this data is not guaranteed. Property Tax data was last updated 03/17/2021 09:00 AM.

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Missoula County  
 200 W Broadway  
 Missoula, MT 59802

Include Taxpayer ID with payments.





# Missoula County

## iTax



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**Tax Year:** 2020    **Parcel Number:** 777804**Status:** Current**Type:** RE**Owner:** DOERING BRUCE H**Tax Breakdown:**

Stat#	Kind	Description	1st Half	2nd Half
52067	County	CO. AGING SERVICES	\$2.46	\$2.46
52067	County	COUNTY PUBLIC WORKS BRIDGES	\$3.66	\$3.66
52067	County	CAPITAL IMPROVEMENTS	\$5.78	\$5.78
52067	County	COMMUNITY & PLANNING SVC	\$3.01	\$3.01
52067	County	COMMUNITY ASSISTANCE FUND	\$3.18	\$3.18
52067	County	COUNTY COMMUNITY DAYCARE	\$0.25	\$0.25
52067	County	DETENTION CENTER	\$24.69	\$24.69
52067	County	DISTRICT COURT	\$2.58	\$2.58
52067	County	ELECTIONS CENTER	\$0.75	\$0.75
52067	County	COUNTY EXTENSION SERVICE	\$2.08	\$2.08
52067	County	COUNTY FAIR	\$2.54	\$2.54
52067	County	COUNTY GENERAL FUND	\$45.41	\$45.41
52067	County	GRANTS AND COMMUNITY SERVICES	\$1.74	\$1.74
52067	County	COUNTY HEALTH DEPT.	\$9.06	\$9.06
52067	County	COUNTY H.D. ANIMAL CONTROL	\$1.47	\$1.47
52067	County	JUDGEMENT LEVY 2018	\$0.87	\$0.87
52067	County	JUDGEMENT LEVY 2019	\$1.01	\$1.01
52067	County	COUNTY LIBRARY	\$9.23	\$9.23
52067	County	LIBRARY GO BONDS	\$7.84	\$7.84
52067	County	LTGO 2017 BONDS	\$0.80	\$0.80
52067	County	COUNTY MENTAL HEALTH TREAT.	\$0.42	\$0.42
52067	County	COUNTY HISTORICAL MUSEUM	\$1.88	\$1.88
52067	County	COUNTY PARKS & REC	\$2.81	\$2.81
52067	County	CO.PERMISIVE MEDICAL LEVY	\$15.20	\$15.20
52067	County	CO.PERMISIVE MEDICAL-RURAL	\$2.80	\$2.80
52067	County	COUNTY/CITY PLANNING	\$2.62	\$2.62
52067	County	COUNTY PROP & LIAB. INS.	\$3.21	\$3.21
52067	County	COUNTY PUBLIC SAFETY FUND	\$24.56	\$24.56
52067	County	RELATIONSHIP VIOLENCE SERVICES	\$1.09	\$1.09

52067	County	CO. SUBSTANCE ABUSE PREVENT	\$1.40	\$1.40
52067	County	COUNTY TECH FUND	\$3.91	\$3.91
52067	County	COUNTY PUBLIC WORKS ROAD	\$22.72	\$22.72
52067	County	COUNTY SEARCH & RESCUE	\$0.30	\$0.30
52067	County	CO. WEED CONTROL	\$2.64	\$2.64
52067	County	FT MSLA PARKS OPEN SPACE	\$9.33	\$9.32
52067	County	ROSP COUNTY OPEN SPACE	\$1.55	\$1.55
52067	Local School	TRANSPORTATION-HS/ELEMENTARY	\$3.52	\$3.52
52067	Local School	RETIREMENT-ELEMENTARY	\$25.65	\$25.65
52067	Local School	RETIREMENT-HIGH SCHOOL	\$15.01	\$15.01
52067	Local School	101 BONNER ELEM GEN	\$104.05	\$104.05
52067	Local School	110 BONNER ELEM TRANS	\$51.37	\$51.37
52067	Local School	113 BONNER ELEM TUITION	\$16.62	\$16.62
52067	Local School	128 BONNER ELEM TECH	\$7.07	\$7.07
52067	Local School	150 BONNER ELEM DEBT	\$4.58	\$4.58
52067	Local School	161 BONNER ELEM BUILD RES	\$3.16	\$3.16
52067	Local School	201 MCHS GEN FUND	\$42.75	\$42.75
52067	Local School	210 MCHS TRANSPORTATION	\$7.47	\$7.47
52067	Local School	213 MCHS TUITION	\$2.60	\$2.60
52067	Local School	217 MCHS ADULT ED	\$1.81	\$1.81
52067	Local School	228 MCHS TECHNOLOGY	\$3.05	\$3.05
52067	Local School	250 MCHS DEBT SERVICE	\$23.73	\$23.73
52067	Local School	261 MCHS BUILDING RESERVE	\$0.82	\$0.82
52067	Special Districts	MISSOULA CO.RURAL FIRE	\$135.04	\$135.04
52067	Special Districts	FOREST FIRE PROTECTION	\$43.46	\$43.46
52067	Special Districts	SOC SOIL CONSERV. DIST.	\$1.37	\$1.36
52067	State School	STATE SCHOOL FOUNDATION EQUAL.	\$37.68	\$37.68
52067	State School	STATE UNIVERSITY MILLAGE	\$5.65	\$5.65
52067	State School	STATE VO-TECH MILLAGE	\$1.41	\$1.41
52067	State School	STATE HS EQUALIZATION	\$20.72	\$20.72
52067	State School	STATE ELEM EQUALIZATION	\$31.09	\$31.09

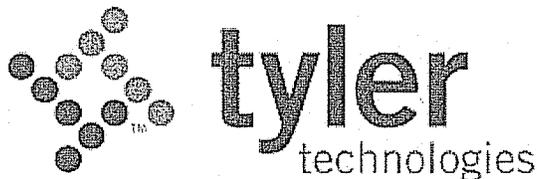
1st Half Total: \$814.53  
2nd Half Total: \$814.51  
**Total Tax: \$1,629.04**

**Note:** The accuracy of this data is not guaranteed. Property Tax data was last updated 03/17/2021 09:00 AM.

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200 W Broadway  
Missoula, MT 59802

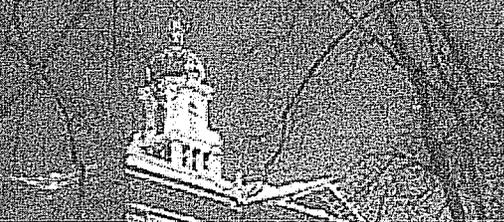
Include Taxpayer ID with payments.





# Missoula County

## iTax



Shopping Cart: 0 items [\$0.00]

[New Search](#) [Detail](#) [Payoff](#) [Help](#)**Parcel Number:** 777804**Status:** Current**Type:** RE**Owner:** DOERING BRUCE H**History:**

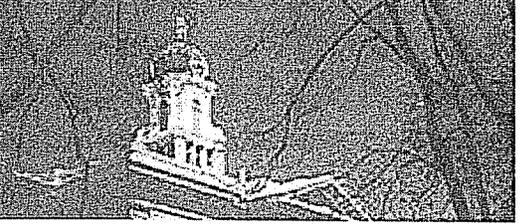
Tax Year	Statement#	Bill Date	Bill Amount	Date Paid	** Paid Amount	Notes
<u>2020</u>	<u>52067</u>	10/15/2020	\$1,629.04	11/23/2020	\$814.53 \$0.00	
<u>2019</u>	<u>52332</u>	10/14/2019	\$1,591.76	12/4/2019 5/21/2020	\$795.90 \$795.86	
<u>2018</u>	<u>51764</u>	10/14/2018	\$1,575.91	11/27/2018 5/21/2019	\$787.96 \$787.95	
<u>2017</u>	<u>51422</u>	10/09/2017	\$1,549.47	11/20/2017 5/29/2018	\$774.74 \$774.73	
<u>2016</u>	<u>50522</u>	10/22/2016	\$1,375.95	11/25/2016 5/22/2017	\$687.99 \$687.96	
<u>2015</u>	<u>50632</u>	10/24/2015	\$1,315.54	11/27/2015 5/26/2016	\$657.78 \$657.76	
<u>2014</u>	<u>50135</u>	10/19/2014	\$1,942.77	12/3/2014 6/9/2015	\$971.40 \$971.37	
<u>2013</u>	51089	10/19/2013	\$1,828.57	11/25/2013 6/4/2014	\$914.30 \$914.27	
<u>2012</u>	51242	10/16/2012	\$1,726.59	12/4/2012 4/12/2013	\$863.31 \$863.28	
<u>2011</u>	50833	10/12/2011	\$1,696.50	8/21/2012 8/21/2012	\$926.58 \$884.03	
<u>2010</u>	7293	10/12/2010	\$1,665.27	4/19/2011 10/17/2011	\$881.22 \$880.98	
<u>2009</u>	7414	10/26/2009	\$1,575.65	4/19/2011 4/19/2011	\$911.08 \$873.06	
<u>2008</u>	7415	10/07/2008	\$1,372.49	10/28/2009 10/28/2009	\$762.17 \$727.96	
<u>2007</u>	7316	10/05/2007	\$1,295.00	1/23/2008 10/28/2009	\$670.05 \$751.73	

**\*\* Paid Amount may include penalty & interest****Note:** The accuracy of this data is not guaranteed. Property Tax data was last updated 03/17/2021 09:00 AM.



# Missoula County

## iTax



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**Parcel Number:** 777804

**Status:** Current

**Type:** RE

**Owner:** DOERING BRUCE H

### Value Breakdown:

Year	Parcel Number	Class Code	Description	Market Value	Taxable Value
2020	777804	1601	Grazing Land	\$617	\$13
2020	777804	1901	Forestland	\$44,766	\$166
2020	777804	2107	Commercial Tract Land	\$90,200	\$1,705

**Current Market Value: \$135,583**

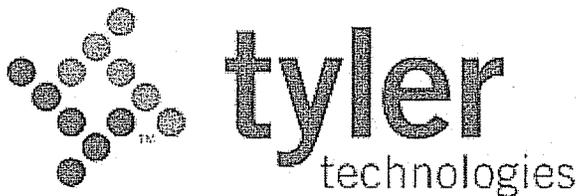
**Current Taxable Value: \$1,884**

**Note:** The accuracy of this data is not guaranteed. Property Tax data was last updated 03/17/2021 09:00 AM.

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# Property Record Card

## Summary

### Primary Information

**Property Category:** RP                      **Subcategory:** Commercial Property  
**Geocode:** 04-2201-05-1-01-02-0000      **Assessment Code:** 0000777804  
**Primary Owner:**                              **PropertyAddress:** 5250 MARSHALL CANYON RD  
 DOERING BRUCE H                              MISSOULA, MT 59802  
 1250 SNOW BOWL RD                              **COS Parcel:**  
 MISSOULA, MT 59808-9350

*NOTE: See the Owner tab for all owner information*

### Certificate of Survey:

#### Subdivision:

#### Legal Description:

S05, T13 N, R18 W, IN NW4 LESS R/W & PT CONVEYED TO MISSOULA COUNTY

**Last Modified:** 3/13/2021 1:49:00 PM

### General Property Information

**Neighborhood:** 204.806                      **Property Type:** VAC\_R - Vacant Land - Rural  
**Living Units:** 0                                  **Levy District:** 04-1590-14-3  
**Zoning:**    **Ownership %:** 100  
**Linked Property:**

No linked properties exist for this property

### Exemptions:

No exemptions exist for this property

### Condo Ownership:

**General:** 0                                      **Limited:** 0

### Property Factors

**Topography:**                                  **Fronting:**  
**Utilities:**                                      **Parking Type:**  
**Access:**                                        **Parking Quantity:**  
**Location:**                                      **Parking Proximity:**

### Land Summary

<u>Land Type</u>	<u>Acres</u>	<u>Value</u>
Grazing	34.703	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
<b>Total Ag Land</b>	<b>34.703</b>	<b>00.00</b>
<b>Total Forest Land</b>	<b>121.357</b>	<b>00.00</b>
<b>Total Market Land</b>	<b>5.000</b>	<b>00.00</b>

### Deed Information:

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
8/14/2012	898	1218	8/20/2012		Quit Claim Deed
2/23/2005	0748	00600			
6/7/1993	898	892	8/14/2012		Warranty Deed

**Owners**

Party #1

**Default Information:** DOERING BRUCE H  
 1250 SNOW BOWL RD  
**Ownership %:** 100  
**Primary Owner:** "Yes"  
**Interest Type:** Conversion  
**Last Modified:** 8/27/2012 4:07:18 PM

Other Names	Other Addresses
<b>Name</b>	<b>Type</b>
DOERING KIM A	L Additional Legal Owners
	No other address

**Appraisals**

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2020	135583	0	135583	COST
2019	135583	0	135583	COST

**Market Land**

Market Land Item #1  
**Method:** Acre **Type:** Primary Site  
**Width:** **Depth:**  
**Square Feet:** 00 **Acres:** 5  
 Valuation  
**Class Code:** 2107 **Value:**

**Dwellings**

Existing Dwellings  
 No dwellings exist for this parcel

**Other Buildings/Improvements**

Outbuilding/Yard Improvements  
 No other buildings or yard improvements exist for this parcel

**Commercial**

Existing Commercial Buildings  
 No commercial buildings exist for this parcel

**Ag/Forest Land**

Ag/Forest Land Item #1  
**Acre Type:** Forest **Irrigation Type:**  
**Class Code:** 1901 **Timber Zone:** 2  
 Productivity

**Quantity:** 204.06  
**Units:** Board Feet/Acre  
Valuation  
**Acres:** 121.357  
**Value:** 0

**Commodity:** Timber

**Per Acre Value:** 0

Ag/Forest Land Item #2

**Acre Type:** G - Grazing  
**Class Code:** 1601  
Productivity

**Irrigation Type:**  
**Timber Zone:**

**Quantity:** 0.07  
**Units:** AUM/Acre  
Valuation

**Commodity:** Grazing Fee

**Acres:** 12.238  
**Value:** 0

**Per Acre Value:** 0

Ag/Forest Land Item #3

**Acre Type:** G - Grazing  
**Class Code:** 1601  
Productivity

**Irrigation Type:**  
**Timber Zone:**

**Quantity:** 0.074  
**Units:** AUM/Acre  
Valuation

**Commodity:** Grazing Fee

**Acres:** 22.465  
**Value:** 0

**Per Acre Value:** 0

2  
PKS

Return to:  
Bruce Doering  
1250 Snowbowl Rd  
Missoula, MT 59808

WARRANTY DEED

FOR VALUE RECEIVED, Benjamin S. Lane and Marjorie E. Lane, as joint tenants and not tenants in common, the Grantors, of 19701 Kings Road, Florence, Montana, 59833, do hereby grant, sell and convey unto Bruce H. Doering and Kim A. Doering, as joint tenants, the Grantees, of 1350 Council Way, Missoula, Montana, 59802, the following-described premises in Missoula County, Montana, to wit:

The NW $\frac{1}{4}$  of Section 5, Township 13 North, Range 18 West, P.M.M., Missoula County, Montana;

EXCEPTING THEREFROM a tract of land located in and being a portion of the NW $\frac{1}{4}$  of Section 5, Township 13 North, Range 18 West, P.M.M., Missoula County, Montana and more particularly described as follows:

Beginning at the  $\frac{1}{4}$  corner common to Sections 5 and 6, a set Brass Cap, thence N15°34'27"E, 1542.27 feet to a set monument and the true point of beginning; said point of beginning being located on the North right of way of the Marshall Canyon Road; thence N76°36'30"W, 175.00 feet; thence N58°23'30"W, 300.00 feet; thence S76°36'30"E, 175.00 feet; thence S58°23'30"W, 300.00 feet along the North right-of-way of the Marshall Canyon road to the true point of beginning, according to Certificate of Survey No. 608.

ALSO EXCEPTING THEREFROM that portion conveyed to Missoula County, a Political Subdivision of the State of Montana, by Warranty Deed, recorded January 30, 1981 in Book 160 of Micro, page 1885 for road right-of-way Records.

RECORDING REFERENCE:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees. And the said Grantor do hereby covenant to and with the Grantees that they are the owners in fee simple of said premises; that said premises are free from all encumbrances, except taxes and special assessments, if any, payable for the current and subsequent years, and that they warrant and defend the same from all lawful claims whatsoever.

DATED this 6th day of July, 1993.

Benjamin S. Lane  
Benjamin S. Lane  
Marjorie E. Lane  
Marjorie E. Lane



STATE OF MONTANA )  
 : ss  
County of Missoula )

On this 6th day of July, 1993, before me, a notary public in and for said state, personally appeared Benjamin S. Lane, known to me to be the person whose name is subscribed to the within Warranty Deed, and acknowledged to me that he executed the same.

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



*Christopher P. Leary*  
Notary Public for the State of Montana  
Residing at Missoula,, Montana  
My commission expires: 9-5-94

STATE OF MONTANA )  
 : ss  
County of Missoula )

On this 6th day of July, 1993, before me, a notary public in and for said state, personally appeared Marjorie E. Lane, known to me to be the person whose name is subscribed to the within Warranty Deed, and acknowledged to me that she executed the same.

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



*Christopher P. Leary*  
Notary Public for the State of Montana  
Residing at Missoula,, Montana  
My commission expires: 9-5-94

/kas/ged

PKS 2

201215741 B: 898 P: 1218 Pages: 2  
08/20/2012 01:09:13 PM Quit Claim Deed  
Vickie M Zeier, Missoula County Clerk & Recorder  
[Barcode]

**AND WHEN RECORDED MAIL TO:**

Bruce Doering  
1250 Snow Bowl Road  
Missoula, MT 59808

Filed for Record at Request of:  
Insured Titles, LLC

Space Above This Line for Recorder's Use Only

Order No.: 430957-IT  
Parcel No.: 777804 & 777708

**QUITCLAIM DEED  
(Joint Tenancy)**

For Value Received

Teton Acceptance, LLC

do(es) hereby convey, release, remise and forever quit claim unto

Bruce H. Doering and Kim A. Doering

whose address is: 1250 Snow Bowl Road, Missoula, MT 59808

as joint tenants (and not as tenants in common) and to the survivor of said named joint tenants, and to the heirs and assigns of such survivor, the following described premises, in Missoula County, Montana, to-wit:

The Northwest one-quarter of Section 5, Township 13N, Range 18W, Principal Meridian, Montana, Missoula County, Montana.  
EXCEPTING THEREFROM a tract of land located in and being a portion of the Northwest one-quarter of Section 5, Township 13, Range 18, Principal Meridian, Montana, Missoula County, Montana and more particularly described as follows:  
Beginning at the one-quarter corner common to Sections 5 and 6, a set Brass Cap, thence N15°34'27"E, 1542.27 feet to a set monument and the true point of beginning; said point of beginning being located on the North right of way of the Marshall Canyon Road; thence N76°36'30"W, 175.0 feet; thence N58°23'30"E, 300.0 feet; thence S76°36'30"E, 175.00; thence S58°23'30"W, 300.0 feet along the North right-of-way of the Marshall Canyon Road to the true point of beginning, according to Certificate of Survey No. 608. ✓

ALSO EXCEPTING THEREFROM that portion conveyed to Missoula County, a Political Subdivision of the State of Montana by Warranty Deed, recorded January 30, 1981 in Book 160 of Micro Records at Page 1885.

together with its appurtenances.

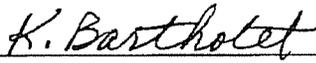
Dated: August 14, 2012

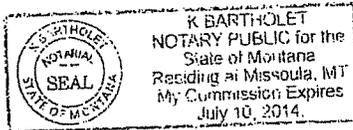
  
Mark Bretz, Managing Member of Teton Acceptance, LLC

STATE OF MONTANA

COUNTY OF MISSOULA

This instrument was acknowledged before me on August 14, 2012 by Mark Bretz, Managing Member of Teton Acceptance, LLC.

  
Signature of Notarial Officer



Notary Public for the State of Montana  
Residing at: MISSOULA  
Commission Expires: 7/10/2014

E A S E M E N T

THIS INDENTURE, Made this 3<sup>rd</sup> day of  
November, 1962, by and between  
SIMPSON GREEN and VELMA GREEN, his wife, of Route #4,  
Missoula, Montana, parties of the first part, and  
THE ANACONDA COMPANY, a Montana Corporation, with place  
of business and post office address for the purposes hereof  
being at Bonner, Missoula County, Montana, party of the  
second part;

W I T N E S S E T H :

That the parties of the first part, for and in  
consideration of the sum of ONE DOLLAR (\$1.00), and other  
valuable considerations to them in hand paid by the party  
of the second part, the receipt whereof is hereby  
acknowledged, do by these presents grant, bargain, sell,  
convey, warrant and confirm unto the said party of the  
second part and to its successors and assigns the right-  
of-way, privilege and easement over, upon and across a  
portion of the Southeast Quarter of the Northwest Quarter  
(SE 1/4 NW 1/4), Section Five (5), Township Thirteen (13)  
North, Range Eighteen (18) West, Missoula County, Montana,  
on a location staked and flagged on the land described,  
said grant for the purpose of the construction, operation,  
use and maintenance of a private road.

The party of the second part agrees at its own

cost and expense to dispose of all brush, slashings and debris resulting from the cutting of timber on the easement granted in such a manner as shall conform to the laws of the State of Montana and as shall be satisfactory to the State Forester of Montana.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described property and property rights, together with the appurtenances thereunto belonging, unto the said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

*Simpson Green*  
\_\_\_\_\_  
SIMPSON GREEN

*Velma Green*  
\_\_\_\_\_  
VELMA GREEN

BOOK 226 p. 473

STATE OF MONTANA ]  
County of Missoula ] ss.

On this 3rd day of November,  
1962, before me, the undersigned, a Notary Public for the  
State of Montana, personally appeared SIMPSON GREEN and  
VELMA GREEN, his wife, known to me to be the persons whose  
names are subscribed to the foregoing instrument, and  
acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed my official seal the day and year in this  
certificate first above written.



George C. P.  
NOTARY PUBLIC for the State of Montana.  
Residing at Bonner, Montana  
My Commission expires Nov. 4, 1964

199494 ✓

I received and filed this instrument for record on the 13<sup>th</sup> day of Nov. 1962 at 12:46 o'clock P. M. and it  
is recorded in Vol. 226 of Books Records of the County of Missoula, State of Montana, on page 471. Fee 6.00  
Paid 6.00 Return to The Ancestral Co. Witness my hand, MARTIN S. BEHNER, County Recorder  
Address 54 George Neff, Bonner By Veronica Chase Deputy

EASEMENT

THIS EASEMENT, made and entered into this 12<sup>th</sup> day of November, 1987, by and between the ESTATE OF JOHN ANDREW SIMPSON GREEN by and through his Personal Representative, CARLA M. GREEN, and ELAINE V. WOOD and CARLA M. GREEN, hereinafter referred to as "Grantors," and CARLA M. GREEN, hereinafter referred to as "Grantee";

W I T N E S S E T H :

WHEREAS, Grantors are the owners of the real property located in the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Five (5), Township Thirteen (13) North, Range Eighteen (18) West, P.M.M., Missoula County, Montana, and

WHEREAS, Grantee is the owner of a tract of land located in the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Five (5), Township Thirteen (13) North, Range Eighteen (18) West, P.M.M., Missoula County, Montana, such tract being more particularly described on Certificate of Survey No. 608, and

WHEREAS, Grantee has historically utilized water from a source which arises on Grantors' property for the purposes of summer lawn sprinkling, and

WHEREAS, it is the desire of Grantors to put of public record the rights of Grantee to utilize the water which arises on Grantors' property for the stated purpose;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the Grantors hereby grant, bargain, sell and convey unto Grantee, her heirs, successors and assigns, the following-described easement:

Return To: Law Offices  
GARLINGTON, LOHN & ROBINSON  
188 Pine  
W. Dennis Starkel P.O. Box 7629  
Missoula, Montana 59807

An easement on, in, over and across a strip of land located in the Northwest Quarter (NW¼) of Section Five (5), Township Thirteen (13) North, Range Eighteen (18) West, P.M.M., Missoula County, Montana, for the purpose of maintaining, repairing and improving a lawn sprinkling water source, to include a water pump and any of its component parts or accessories, including a certain buried water line now in place, said water line running in an east-west direction from the tract of land more particularly described in Certificate of Survey No. 608, on file and of record in the office of the Clerk and Recorder, Missoula County, Montana.

IN WITNESS WHEREOF, the Grantors have signed this Easement the day and year first above written.

ESTATE OF JOHN ANDREW  
SIMPSON GREEN

By: Carla M. Green  
Carla M. Green,  
Personal Representative

Elaine V. Wood  
Elaine V. Wood

Carla M. Green  
Carla M. Green

STATE OF MONTANA )  
 : ss.  
County of Missoula )

On this 12<sup>th</sup> day of November, 1987, before me, the undersigned, a Notary Public for the State of Montana, personally appeared CARLA M. GREEN, Personal Representative of the Estate of JOHN ANDREW SIMPSON GREEN, deceased, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same as such Personal Representative.

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



W. Dennis Starke  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at Missoula, Montana  
My Commission expires: 7-8-89

STATE OF MONTANA )  
 : ss.  
County of Missoula )

On this 12<sup>th</sup> day of November, 1987, before me, the undersigned, a Notary Public for the State of Montana, personally appeared ELAINE V. WOOD and CARLA M. GREEN, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



W. Dennis Starke  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at Missoula, Montana  
My Commission expires: 7-8-89

8721250

I received and filed this instrument for record on the 16 day of Nov, 1987, at 4:28 P.M. and it is recorded in Vol. 270, on Page 211, Micro Record of the County of Missoula, State of Montana. Witness my hand, Firm Here, County Recorder. By Garlington, Lomin & Robinson  
Date: 11-16-87 Fee: 15.00 P.d. OK Return: GARLINGTON, LOMIN & ROBINSON  
PO Box 7909  
MISSOULA, MT 59807 PLU

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**EASEMENT AGREEMENT  
AND  
RIGHT OF FIRST REFUSAL**

IT 35967

COMES NOW Bruce H. Doering and Kim A. Doering, of 1250 Snowbow Road, Missoula, Montana 59802, (Doerings), and Michael F. Flannigan, Bery D. Flannigan and Eileen L. Flannigan of 4995 Marshall Canyon Road, Missoula, Montana 59802 (Flannigans), and provide as follows:

**Recitals**

1. Doerings are buyers under the terms of a contract for deed, notice of which is of record in Book 385 of Micro Records, at Page 795 of the records of Missoula County, Montana, which involves certain real property and its improvements (Doerings' Property) which is located in Missoula County, Montana which is described as follows:

The NW¼ of Section 5, Township 13 North, Range 18 West, P.M.M., Missoula County, Montana;

EXCEPTING THEREFROM a tract of land located in and being a portion of the NW¼ of Section 5, Township 13 North, Range 18 West, P.M.M., Missoula County, Montana and more particularly described as follows:

Beginning at the ¼ corner common to Sections 5 and 6, a set Brass Cap, thence N15°34'27"E, 1542.27 feet to a set monument and the true point of beginning; said point of beginning being located on the North right of way of the Marshall Canyon Road; thence N76°36'30"W, 175.00 feet; thence N58°23'30"W, 300.00 feet; thence S76°36'30"E, 175.00 feet; thence S58°23'30"W, 300.00 feet along the North right-of-way of the Marshall Canyon road to the true point of beginning, according to Certificate of Survey No. 608.

ALSO EXCEPTING THEREFROM that portion conveyed to Missoula County, a Political Subdivision of the State of Montana, by Warranty Deed, recorded January 30, 1981 in Book 160 of Micro, page 1885 for road right-of-way Records.

2. Flannigans are the vested owners of certain real property and its improvements (the Flannigans' Property) which is located in Missoula County, Montana which is described as follows:

A tract of land located in the Northwest one-quarter of Section 5, Township 13 North, Range 18 West, Principal Meridian, Montana, Missoula County, Montana, more particularly described as, Certificate of Survey No. 608.

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/FF  
/EF

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3. The Doerings desire to enter an agreement conveying an easement to Flannigans, and Flannigans in return therefor intend to convey a right of first refusal to acquire Flannigans' Property to Doerings.

NOW THEREFORE, for and in consideration of the exchange of an easement for a right of first refusal, as described herein, the receipt and sufficiency of which consideration is hereby acknowledged, it is agreed as follows:

#### Agreement

1. **Grant of Easement.** Doerings hereby grant unto Flannigans, for their benefit, and that of their successors and assigns, a perpetual, nonexclusive easement for ingress and egress across Doerings' Property at the location of a driveway presently existing, the general location of which is as depicted upon the map attached to this Agreement as Exhibit "A".

2. **Nature of Easement.** The parties mutually agree the easement, as described herein, shall be deemed continuing in nature and shall run with the title to the respective properties as herein described. The parties further agree that the benefits derived from this easement, are for the benefit of Flannigans' Property, as described herein, and that no other property is intended to be benefited. The parties further agree the easement shall be 20 feet in width and located over a presently existing driveway on the Doerings' Property. The easement is granted only for the uses described in this Easement Agreement.

3. **Improvement and Maintenance.** Flannigans agree that they, their successors and assigns will provide for the improvement, maintenance and repair of the easement at their own cost and expense. Flannigans further agree to maintain the easement area in a good and sightly manner, keeping the same free of weeds, debris, trash.

4. **Indemnification.** Flannigans, for themselves, their heirs, successors and assigns hereby agree to indemnify and hold Doerings, their heirs, successors and assigns harmless against any claims, demands, injuries, or damages arising out of the improvement, use, maintenance or otherwise relating to the easement as described in this Easement Agreement.

5. **Right of First Refusal and Limitations.** In consideration for the easement, as described above, Flannigans hereby grant unto Doerings a right of first refusal to acquire Flannigans' Property, upon the terms and conditions described in this Agreement.

6. **Notice of Intent to Transfer.** In the event of a proposed transfer of Flannigans' interest in Flannigans' Property, Flannigans shall provide to Doerings a notice of intention to transfer. The notice of intention to transfer shall contain all of the information described in this paragraph, and shall include a copy of the proposed offer or contract, the terms of which shall be

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incorporated into the notice. Any notice failing to contain all the information called for below shall be null and void and of no further force or effect. The information that shall be contained in the notice is as follows:

- (a) That Flannigans have received a bona fide offer to purchase Flannigans' Property from a responsible prospective purchaser;
- (b) That the prospective purchaser is aware of this right of first refusal;
- (c) The name and address of the prospective purchaser; and
- (d) The price and terms offered by the prospective purchaser, including terms of payment, security therefor and closing date, which shall be no less than 30 days after the date of the notice contemplated by this paragraph;

7. Exercise of Right of First Refusal. Within fifteen days from the date Doerings receive the notice of intention to transfer, as required by paragraph 6, they shall by written notice to Flannigans give their notice of their exercise of their right of first refusal. In the event Doerings give notice of their exercise, within the time described in this paragraph, they shall proceed to purchase the Flannigans' Property at the price and within the time as described in paragraph 8, but otherwise on the terms offered by the prospective purchaser. In the event Doerings do not give notice of their exercise of their right of first refusal within the time periods described in this paragraph, Flannigans may sell their interest in Flannigans' Property to the individual identified in the notice of intention to transfer, and this Agreement shall terminate.

8. Purchase Price Upon Exercise. In the event Doerings give their notice of exercise as described in paragraph 7, they shall purchase the Flannigans' Property at the lesser of the purchase price offered by the Flannigans' prospective purchaser or the appraised fair market value of the Flannigans' Property. The appraised fair market value shall be determined by an independent appraisal of the Flannigans' Property. The parties shall agree upon the identity of the appraiser, who must be appropriately licensed as an appraiser in the State of Montana and carry an MAI certification. The Flannigans shall pay one-half and the Doerings shall pay one-half of the cost and expense of such appraisal. In the event the parties are unable to agree upon the identity of an appraiser, each shall proceed to retain the appraiser of their choice, so long as each is appropriately licensed as an appraiser in the State of Montana and carries an MAI certification. Each party shall pay the cost and expense of the appraiser they so choose. The result of the two appraisals shall then be averaged, to reach the appraised price. The parties agree that the appraiser may be provided a copy of the prospective purchaser's offer. The Doerings' purchase shall then close on the later of the closing date, specified on the Flannigans' prospective purchaser's offer or thirty days from the date the appraised price is reached.

9. Title. Title to be conveyed as herein provided shall be merchantable title free and

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clear of all liens, encumbrances, restrictions and easements, except zoning ordinances, building and use restrictions, reservations in federal patents, beneficial utility easements apparent or of record, special improvement districts, real property taxes, and any other exceptions as set out in the notice of intention to transfer.

10. **Notice.** All notices called for by this Agreement shall be sent by certified mail to the party entitled to such notice at the address as set forth on the first page of this Agreement. In the event a party's address changes such party shall, in writing, advise the other of the new address. Any notice sent to an old address before the change is noticed shall be valid and fully effective.

11. **Time of Essence.** Time shall be of the essence of this Agreement and all the terms, covenants and conditions hereof shall be performed at or before the times herein set forth. Any forbearance in the enforcement of the terms and conditions of this Agreement shall in no way be construed as a waiver of default thereof or waiver of the obligatory effect of such provision.

12. **Attorney's Fees and Costs.** In the event either party finds it necessary to employ counsel in order to enforce, rescind or interpret any term or provision of this Agreement, including any proceeding in bankruptcy, before any officer or judge of the U.S. Bankruptcy Court or any proceeding pertaining thereto, the prevailing party shall be entitled to recover from the other party in addition to costs and disbursements allowed by law, the prevailing party's reasonable attorneys fees. Attorneys fees shall include any attorneys services rendered prior to the institution of litigation or proceedings in bankruptcy and include all matters pertaining to litigation, or proceedings in bankruptcy as may be necessarily incurred in such proceedings and shall include an estimate of the attorneys' fees to be incurred by the prevailing party following any initial decision or judgment entered in connection with that matter.

13. **Remedies.**

A. If Doerings, after giving notice of their exercise of the right of first refusal, refuse, fail or neglect to consummate the transaction within the time period described in the notice of intention, Flannigans may pursue any of the following remedies:

- (a) Demand that Doerings specifically perform their duties and obligations under this Agreement, or;
- (b) Demand that Doerings pay monetary damages for their failure to perform the terms of this Agreement, or;
- (c) Declare any earnest money deposited to meet the terms of a proposed transfer, forfeited, in which event the Doerings agree that the entity holding such earnest money, shall deliver it to Flannigans, and that Doerings release such entity from all liability associated with such forfeiture, and terminate

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Flannigans' obligations hereunder.

B. If Flannigans, after receiving notice of Doerings' exercise of the right of first refusal, refuse, fail or neglect to consummate the transaction within the time period described in the notice of intention, Doerings may pursue any of the following remedies:

- (a) Demand that Flannigans specifically perform their duties and obligations under this Agreement, or;
- (b) Demand that Flannigans pay monetary damages for their failure to perform the terms of this Agreement, or;
- (c) Declare any earnest money deposited to meet the terms of a proposed transfer, be returned to Doerings, in which event the Flannigans agree that the entity holding such earnest money, shall deliver it to Doerings, and that Flannigans release such entity from all liability associated with such forfeiture, and terminate Doerings' obligations hereunder.

C. Any specification of remedies available upon default as provided in this Agreement is not meant to be exclusive unless specifically so provided and the parties are free to pursue such other remedies as provided at law.

14. **Merger.** The parties mutually agree that this Agreement supersedes any and all other written or oral agreements pertaining to this Agreement. The terms and provisions of the transaction are as specified herein. Neither party is relying upon any agreed performance or action of the other outside the terms and provisions of this contract in entering into this Agreement.

15. **Modification.** No modification or alteration of this Agreement shall be valid unless evidenced by writing signed by the parties hereto.

16. **Construction.** This Agreement shall be construed under the laws of the State of Montana.

17. **Binding Effect.** This Agreement is binding upon the successors and assigns of the parties hereto.

DATED this 12 day of Jan, 1999

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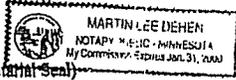
B.H. Doering  
Bruce H. Doering  
Kim A. Doering  
Kim A. Doering

Betty D. Flannigan  
Betty D. Flannigan  
Michael F. Flannigan  
Michael F. Flannigan  
Eileen L. Flannigan  
Eileen L. Flannigan

STATE OF MONTANA )  
County of Missoula )

NOTARY PUBLIC for the State of Montana  
Residing at Missoula, Montana  
My Commission Expires March 25, 2002

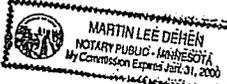
ACKNOWLEDGED before me by Bruce H. Doering and Kim A. Doering, this 16 day of January, 1999.

  
(Notarial Seal)

Janet J. Cornell  
Notary Public for the State of Montana  
Residing at: Missoula, MT  
My commission expires: 3/25/2002

STATE OF Minnesota )  
County of Hennepin )

ACKNOWLEDGED before me by Michael F. Flannigan and Betty D. Flannigan, this 9 day of Jan, 1999.

  
(Notarial Seal)

Maureen J. Salter  
Notary Public for the State of Minnesota  
Residing at: Minneapolis  
My commission expires: 1-31-2000

STATE OF MONTANA )  
County of Missoula )

ACKNOWLEDGED before me by Eileen L. Flannigan, this 11 day of Jan, 1999.

  
(Notarial Seal)

Katherine Oyler  
Notary Public for the State of MT  
Residing at: Missoula  
My commission expires: 10-7-02





# AMENDMENT TO AGREEMENT BETWEEN PARTIES FOR EXISTING TERMS AND CONDITIONS



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

1 Date: 05/03/21

2  
3 This document amends an Agreement between  
4 Bruce Doering And Kim Doering (hereafter the "Seller/Landlord") and  
5 Spencer Melby And Colette Melby  
6 (hereafter the "Buyer/Tenant") and

7 concerns the following described property:  
8 5250 Marshall Canyon Road Missoula MT 59802  
9  
10  
11  
12

13 Each Agreement that is hereby amended and the date of said Agreement is as follows:

- 15  Buy-Sell Agreement 02/17/21  
16 Date
- 17  Lease \_\_\_\_\_  
18 Date
- 19  Other (specify document) \_\_\_\_\_  
20 Date

22 All terms and conditions of the Agreement are hereby incorporated by reference except as amended by the following  
23 terms and conditions:

24 Line 50 (financing): uncheck "conventional"  
 25 Line 51 (financing): check "other" seller financing  
 26 Seller shall offer seller financing with contract for deed with the following terms:  
 27 20% downpayment, 6% interest amortized over 25 years with ballon payment/payoff due in 7 years  
 28 from closing. There is no pre-payment penalty. Buyer shall pay cost of writing contract for deed,  
 29 seller shall pay opening escrow fees, buyer shall pay monthly escrow fees. Parties shall mutually  
 30 agree upon long term escrow agency if Western Title and Escrow cannot provide escrow services.  
 31 Final contract for deed to be mutually agreed upon by both parties.

36	<u>Spencer Melby</u>	<u>05/06/2021</u>	<u>Bruce Doering</u>	<u>05/05/2021</u>
37	(Buyer/Tenant)	Date	(Seller/Landlord)	Date
38	<u>Colette Melby</u>	<u>05/07/2021</u>	<u>Kim Doering</u>	<u>05/06/2021</u>
39	(Buyer/Tenant)	Date	(Seller/Landlord)	Date
40	<u>Spencer Melby</u>		<u>Bruce Doering</u>	
41	(Buyer/Tenant)	Date	(Seller/Landlord)	Date
42	<u>Colette Melby</u>		<u>Kim Doering</u>	
43	(Buyer/Tenant)	Date	(Seller/Landlord)	Date

**NOTE:** Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.



## **CERTIFICATE OF SERVICE**

I, Robert K. Baldwin, hereby certify that I have served true and accurate copies of the foregoing Complaint - Amended Complaint to the following on 06-02-2021:

Kim A Doering (Defendant)  
1250 Snow Bowl Road  
Missoula 59808  
Service Method: First Class Mail

Bruce Doering (Defendant)  
1250 Snow Bowl Road  
Missoula 59808  
Service Method: First Class Mail

Electronically signed by Luke Nelson on behalf of Robert K. Baldwin  
Dated: 06-02-2021