



Flying S Title and Escrow of Idaho, Inc.

1866 North Lakewood Drive • Coeur d'Alene, ID 83814

Office Phone:(208)667-0567 Office Fax:(208)765-2050

Final Settlement Statement

Property Address: 11341 N. Ramsey Road, Hayden ID 83835 **File No:** 1177771-C
Officer: Mary Spridgeon/ms
Settlement Date: 09/19/2025
Disbursement Date: 09/19/2025
Print Date: 08/25/2025, 3:49 PM

Buyer: City of Hayden
Address: 8930 N. Government Way, Hayden, ID 83835
Seller: Kootenai County, Idaho, a political subdivision of the State of Idaho
Address: 451 N. Government Way, Coeur d'Alene, ID 83815

| Buyer Charge | Buyer Credit | Charge Description | Seller Charge | Seller Credit |
|--------------|--------------|---|---------------|---------------|
| 2,098,993.00 | | Consideration: Total Consideration | | 2,098,993.00 |
| | | Prorations: | | |
| | 4.10 | County Taxes Parcel 1 01/01/25 to 09/19/25 @\$5.74/yr | 4.10 | |
| | 4.10 | County Taxes Parcel 2 01/01/25 to 09/19/25 @\$5.74/yr | 4.10 | |
| | | Title/Escrow Charges to: | | |
| 600.00 | | Settlement or Closing Fee to Flying S Title and Escrow of Idaho, Inc. | 600.00 | |
| 40.00 | | Processing & Handling Fee Sale - Buyer to Flying S Title and Escrow of Idaho, Inc. | | |
| | | Processing & Handling Fee Sale - Seller to Flying S Title and Escrow of Idaho, Inc. | 40.00 | |
| 5.00 | | e-document filing fee to Flying S Title and Escrow of Idaho, Inc. | | |
| 5,248.00 | | Policy-Owner's Policy to Flying S Title and Escrow of Idaho, Inc. | | |
| 15.00 | | Recording Fee-Deed | | |
| | 2,104,892.80 | Cash (X From) (To) Buyer | | |
| | | Cash (X To) (From) Seller | 2,098,344.80 | |
| 2,104,901.00 | 2,104,901.00 | Totals | 2,098,993.00 | 2,098,993.00 |

BUYER(S):

City of Hayden, an Idaho Municipal Corporation

By: 
 Name: Alan Davis
 Title: Mayor

SELLER(S):

Kootenai County, Idaho, a political subdivision of the State of Idaho who acquired title as Kootenai County, Idaho, a municipal corporation

By: _____
 Name: Bruce E. Mattare
 Title: Commissioner

By: _____
 Name: Leslie Duncan
 Title: Commissioner

By: _____
 Name: Marc Eberlein
 Title: Commissioner

Initials: 

RECORDING REQUESTED BY
Flying S Title and Escrow of Idaho, Inc.

AND WHEN RECORDED MAIL TO:
Flying S Title and Escrow of Idaho, Inc.
1866 North Lakewood Drive
Coeur d'Alene, ID 83814

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **1177771-C (ms)**

Date: **April 04, 2025**

For Value Received, **Kootenai County, Idaho, a political subdivision of the State of Idaho who acquired title as Kootenai County, Idaho, a municipal corporation**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **City of Hayden, an Idaho Municipal Corporation**, hereinafter called the Grantee, whose current address is **8930 N. Government Way, Hayden, ID 83835**, the following described premises, situated in **Kootenai County, Idaho**, to-wit:

The land referred to herein is described in the Legal Description attached hereto as Exhibit A.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

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

Exhibit "A"

Real property in the County of Kootenai, State of Idaho, described as follows:

Parcel 1:

A portion of the Southeast Quarter of Section 10, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the Southeast corner of said Section 10 marked by a 5/8 inch iron rod per CP&F Instrument No. 2657133000;

Thence North 01°14'25" East along the East line of the Southeast Quarter of said Section 10, a distance of 345.67 feet to the True Point of Beginning of the herein described parcel of land;

Thence North 88°45'53" West, a distance of 539.98 feet to the Southeasterly right-of-way of Airport Drive;

Thence North 40°43'57" East along said Southeasterly right-of-way, a distance of 399.29 feet;

Thence 118.24 feet continuing along said Southeasterly right-of-way being a curve to the right with a radius of 134.15 feet, a central angle of 50°30'02" and a chord bearing North 65°58'58" East, a distance of 114.45 feet;

Thence South 88°46'01" East continuing along said Southeasterly right-of-way, a distance of 182.54 feet to the East line of the Southeast Quarter of said Section 10;

Thence South 01°14'25" West along said East line a distance of 356.94 feet to the True Point of Beginning.

Parcel 2:

A portion of the Southeast Quarter of Section 10, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the Southeast corner of said Section 10 marked by a 5/8 inch iron rod per CP&F Instrument No. 2657133000;

Thence North 01°14'25" East, along the East line of the Southeast Quarter of said Section 10, a distance of 30.00 feet to the True Point of Beginning of the herein described parcel of land;

Thence North 88°23'11" West, a distance of 592.87 feet;

Thence 50.85 feet along a curve to the right with a radius of 30.00 feet, a central angle of

97°07'08" and a chord bearing North 39°49'37" West, a distance of 44.98 feet;

Thence North 08°43'57" East, a distance of 154.85 feet;

Thence 114.03 feet along a curve to the right with a radius of 204.16 feet, a central angle of 32°00'00" and a chord bearing North 24°43'57" East, a distance of 112.55 feet;

Thence North 40°43'57" East, a distance of 27.31 feet;

Thence South 88°45'53" East, a distance of 539.98 feet to the East line of the Southeast Quarter of said Section 10;

Thence South 01°14'25" West, along said East line, a distance of 315.67 feet to the True Point of Beginning.



FLYING S
TITLE & ESCROW

1866 North Lakewood Drive, Coeur d'Alene, ID 83814
Phone (208)667-0567 | Fax (208)765-2050

To: **Flying S Title and Escrow of Idaho, Inc.**
Escrow Officer: **Mary Spridgeon**

File No.: **1177771-C (ms)**
Date: **August 20, 2025**

Re: **11341 N. Ramsey Road, Hayden, ID 83835**

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

- Hold check** for pick up-Phone: _____
() _____
- Regular Mail**, to Forwarding Address Below
- Deposit** proceeds to Bank As Shown Below
*(for local banking institutions **only** and Deposit slip **must** be provided to Escrow Agent)*
- *Overnight Mail**, to Forwarding Address Below
- *Wire** proceeds to Bank As Shown Below
Please be aware that if you elect to have your proceeds wired, your bank may charge a fee for accepting the electronic transfer.
- *A fee may be charged for these services**

Bank Name: _____
 Address: _____

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

Forwarding Address: _____

 Phone: () _____

Type of Account: Checking Savings

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

Any further instructions:

SELLER(S):

Kootenai County, Idaho, a political subdivision of the State of Idaho who acquired title as Kootenai County, Idaho, a municipal corporation

By: _____

Name: Bruce E. Mattare
Title: Commissioner

By: _____
Name: Leslie Duncan
Title: Commissioner

By: _____
Name: Marc Eberlein
Title: Commissioner



ESCROW CLOSING INSTRUCTIONS PURCHASE

File No.: **1177771-C**

Escrow Officer: **Mary Spridgeon**

Date: 08/25/2025

In order to administer funds and documents in conjunction with the closing by and between Kootenai County, Idaho, a political subdivision of the State of Idaho, and City of Hayden, (the "parties") regarding the property located at 11341 N. Ramsey Road, Hayden, ID 83835, the parties agree and instruct as follows:

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

Seller(s) and Buyer(s) hereby acknowledge that all contingencies and conditions on the Buy/Sell Agreement between the parties dated 7/22/2025 and any addendum's dated thereafter have been either satisfied or negotiated outside of this escrow.

If a Bill of Sale for personal property or inventory is given to Flying S Title and Escrow of Idaho, Inc., from the Seller as part of this transaction, Flying S Title and Escrow of Idaho, Inc., is directed to deliver the same, unrecorded, to the Buyer subsequent to the close of escrow, and parties acknowledge that the Bill of Sale for the transfer of any personal property was handled outside of closing.

1. Parties hereby agree:
 - a. To execute any and all documents necessary to consummate this transaction.
 - b. To deliver good and available funds to Flying S Title and Escrow of Idaho, Inc., for closing pursuant to the Settlement Statement(s), which have been examined and approved by all parties.
2. Parties hereby instruct Settlement Agent:
 - a. To prorate if applicable any: Sums due against the property such as Taxes, Rents/Security Deposits, Condo or Homeowner's Association Dues, City Water/Sewer, City/County SID's and/or any other items as instructed by said parties.
 - b. To record the following document(s): Warranty Deed
 - c. To disburse funds pursuant to the Settlement Statement(s).
 - d. To issue title insurance policy or policies, from title commitment #1177771-C dated 03/11/2025, which has been read and approved by the parties.

Water Rights

The parties acknowledge that Flying S Title and Escrow of Idaho, Inc., is not responsible for the transfer of any water, or water rights. The parties hereby agree to hold you harmless from all liability for the failure of the transfer of water regardless of the reason or cause. If any transfer of water is consummated, it is an accommodation for the parties. The parties understand that you have not made a search of water rights to this land, and that you are not making any representations or warranties concerning said water rights.

Loan Calculations/Payoffs

Loan payoff amounts shown on Settlement Statement(s) were provided to Flying S Title and Escrow of Idaho, Inc., by the lender(s), or escrow provider(s), which payoff statement(s) have been read and approved. Parties acknowledge that additional interest or other demands may have been added to the payoff(s) to account for potential delivery or posting delays by the lender(s). Any inaccuracies or deficiencies in the calculation of these amounts by the lender(s) or escrow provider(s) remain the responsibility of the party legally obligated therefor.

SHOULD THIS TRANSACTION CLOSE LATER THAN THE SPECIFIED CLOSING DATE, YOU ARE AUTHORIZED TO ADJUST THE PAYOFF AMOUNT AND/OR OTHER DEMANDS OR FEES TO THE EXISTING PAYOFF STATEMENT(S) AND MAKE CORRESPONDING ADJUSTMENTS FROM OUR PROCEEDS.

Forbearance Agreements

The parties hereby confirm that the payoff(s) may include any Forbearance Agreement amounts due if applicable and understand that they are responsible for all amounts due, even if the lender(s) neglected to include all funds owing in the payoff demand(s).

LINE OF CREDIT/Payoff Indemnification and Cancellation

The parties indemnify and hold the Title Company and Settlement Agent harmless from incurring any costs, additional charges or interest in advances made but not disclosed on the payoff statement(s) provided by the equity line of credit lender(s).

The parties represent that no advance on the line of credit has been made since the opening of this escrow or after receipt of the payoff statement. Upon payoff of the line of credit, Settlement Agent is instructed to request that the lender cancel the line of credit. If after receipt of payoff the parties make demands for additional funds, the parties shall deposit those funds immediately with the Title Company and authorize the Title Company to utilize those funds to effectuate the close of the line of credit.

ACKNOWLEDGEMENT OF ESCROW/SETTLEMENT AGENT SERVICES

A. **Legal or Financial Advice**

The parties acknowledge and understand that Settlement Agent is not authorized to practice law, nor does Settlement Agent give financial advice. The parties are advised to seek legal and financial counsel and advice concerning the effect of this escrow transaction. The parties acknowledge that no representations have been made by Settlement Agent about the legal sufficiency, legal consequences, financial effects, or tax consequences of the within escrow transaction.

B. **Preparation of Form Documents**

The parties further declare all instruments to which they are a party, if prepared by Flying S Title and Escrow of Idaho, Inc., have been prepared under the direction of their attorney, agents acting on their behalf, or the party itself, at their direction or request, and particularly declare that copying legal descriptions from title reports onto forms of deeds, etc., or reforming of legal descriptions or agreements, is or will be solely at their direction or request of the parties.

C. **Personal Property Tax**

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

D. **Federal Tax Reporting (1099 Forms)**

The parties acknowledge that upon the transfer of real property, Settlement Agent must provide information pertaining to the escrow transaction to the Internal Revenue Service as required by Internal Revenue Code Section §6045. The parties shall provide Settlement Agent all information necessary to produce the tax reporting documentation in compliance with Federal Law.

E. Authorization to Supplement Information

Flying S Title and Escrow of Idaho, Inc., is authorized and instructed to insert appropriate information on any and all documents generated by this escrow, which may or may not have been previously signed by the parties herein.

GENERAL PROVISIONS

Close of Escrow

The close of escrow means the date on which instruments referred to herein are filed for record unless otherwise indicated, and recordation of any instrument delivered through this escrow, if necessary, in issuing a title insurance policy.

Deposit of Funds and Disbursements

You are authorized to close escrow and disburse upon receipt of good and available funds. All funds received in this escrow shall be deposited in one or more of your Federally Insured Escrow Trust Accounts. All disbursements shall be made by your check and/or wire transfer from your Federally Insured Escrow Trust Account.

Conflicting Demands, Disputes or Claims

Should any dispute arise between the parties, and/or any other party, concerning the property or funds involved in the transaction, the Settlement Agent may, in its sole discretion, hold all documents and funds in their existing status pending resolution of the dispute. Settlement Agent may join or commence a court action, deposit the money and documents held by Settlement Agent with the court, and ask the court to determine the rights of the parties. Upon depositing said funds and documents with the court, the Settlement Agent shall have no further duties or responsibilities under these instructions. The parties jointly and severally agree to pay the Settlement Agent's costs, expenses and reasonable attorney's fees incurred in any lawsuit arising out of or in connection with this transaction or these instructions, whether such lawsuit is initiated by the Settlement Agent, the parties, or any other person.

Facsimiles/Electronic Document Delivery

In the event any of the parties utilize facsimile or electronically transmitted documents, the parties agree to accept and instruct Flying S Title and Escrow of Idaho, Inc., to rely upon documents as if they bore original signatures. The parties agree to provide any such transmitted documents bearing the original signatures within 5 days of transmission. The parties acknowledge and agree that any documents necessary for recording may not be accepted by the County Clerk and Recorder, with facsimile or electronically transmitted signatures, thus delaying the close of escrow.

Right of Cancellation

These instructions are effective for fifteen (15) days from the date hereof; and thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow. The parties, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written instructions executed and agreed upon by all parties.

Authorization to Furnish Copies

You are authorized to furnish a copy of these instructions, amendments, Settlement Statement(s) and any other documents deposited in this escrow, except as noted in the paragraph immediately below, only to lender(s), real estate agent(s), broker(s) and/or attorney(s) involved in this transaction ("interested third parties") upon request.

The **Closing Disclosure** will not be provided to interested third parties or to an outside party. This is mandated by privacy regulations, lenders' requirements, and for the protection of NPPI (Non-Public Personal Information).

Consumer Complaints

Any concern or complaint about the settlement services or title insurance received, please contact our compliance team at:

cfpb@titlefc.com or
Title Financial Corporation
Compliance Department
P.O. Box 580
Blackfoot, Idaho 83221

The parties acknowledge these Escrow Closing Instructions constitute the entire agreement between the Settlement Agent and the parties. Any amendments and/or supplements to these instructions must be made in writing.

The parties acknowledge and represent they have been afforded adequate time and opportunity to read and understand these Escrow Closing Instructions and all other documents in connection with this transaction and agree to the same.

Dated: **September 19, 2025**

BUYER(S): City of Hayden

City of Hayden, an Idaho Municipal Corporation

By:  _____
Name: Alan Davis
Title: Mayor

Address:
**8930 N. Government Way
Hayden, ID 83835**

SELLER(S): Kootenai County, Idaho, a political subdivision of the State of Idaho

Kootenai County, Idaho, a political subdivision of the State of Idaho who acquired title as Kootenai County, Idaho, a municipal corporation

By: _____
Name: Bruce E. Mattare
Title: Commissioner

By: _____
Name: Leslie Duncan
Title: Commissioner

By: _____
Name: Marc Eberlein
Title: Commissioner

Address:
**451 N. Government Way
Coeur d'Alene, ID 83815**

Privacy Policy

This policy applies to the following entities: Title Financial Corporation, Flying S Title and Escrow of Idaho, Inc., Flying S Title and Escrow of Montana, Inc., Flying S Title and Escrow of Wyoming, Inc., Insured Titles, and Title Financial Specialty Services.

At Title Financial Corporation, we recognize that privacy is important. This Policy applies to all websites offered by Title Financial Corporation. Title Financial Corporation adheres to the US safe harbor privacy principles of Notice, Choice, Onward Transfer, Security, Data Integrity, Access, and Enforcement.

Information We Collect and How We Use It

We offer a number of services that do not require you to register for an account or provide any personal information to us; however, in order to provide our full range of services, we may collect the following types of information:

- Information You Provide – When you sign up for a Title Financial Corporation service or promotion that requires registration, we ask you for personal information (such as your name, email address, and address information). For certain services, we may give you the opportunity to opt out of combining such information.
- Log Information – When you use Title Financial Corporation services, our servers automatically record information that your browser sends whenever you visit a website. These server logs may include information such as your web request, Internet Protocol address, browser type, browser language, the date and time of your request, and one or more cookies that may uniquely identify your browser.
- User Communications – When you send email or other communication to Title Financial Corporation, we may retain those communications in order to process your inquiries, respond to your requests, and improve our services.
- Other Sites – This Privacy Policy applies to web sites and services that are owned and operated by Title Financial Corporation. We do not exercise control over the sites displayed as search results or links from within our various services. These other sites may place their own cookies or other files on your computer, collect data or solicit personal information from you.

Title Financial Corporation only processes personal information for the purposes described in the applicable Privacy Policy and/or Privacy Notice for specific services. In addition to the above, such purposes include:

- Providing our products and services to users, including the display of customized content, and advertising.
- Auditing, research and analysis in order to maintain, protect, and improve our services.
- Ensuring the technical functioning of our network.
- Developing new services.

Choices for Personal Information

When you sign up for a particular service that requires registration, we ask you to provide personal information. If we use this information in a manner different than the purpose for which it was collected, then we will ask for your consent prior to such use.

If we propose to use personal information for any purposes other than those described in this Policy and/or in the specific service notices, we will offer you an effective way to opt out of the use of personal information for those other purposes. We will not collect or use sensitive information for purposes other than those described in this Policy and/or in the specific service notices, unless we have obtained your prior consent.

You can decline to submit personal information to any of our services, in which case Title Financial Corporation may not be able to provide those services to you.

Information Sharing

Title Financial Corporation only shares personal information with other companies or individuals outside of Title Financial Corporation in the following limited circumstances:

- We have your consent. We require opt-in consent for the sharing of any sensitive personal information.
- We provide such information to our subsidiaries, affiliated companies, or other trusted businesses or persons for the purpose of processing personal information on our behalf. We require that these parties agree to process such information based on our instructions and in compliance with this Policy and any other appropriate confidentiality and security measures.
- We have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable Terms of Service, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against imminent harm to the rights, property or safety of Title Financial Corporation, its users or the public as required or permitted by law.

If Title Financial Corporation becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, we will provide notice before personal information is transferred and becomes subject to a different privacy policy.

Information Security

We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of data. These include internal reviews of our data collection, storage, and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data.

We restrict access to personal information to Title Financial Corporation employees, contractors, and agents who need to know that information in order to operate, develop, or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

Data Integrity

Title Financial Corporation processes personal information only for the purposes for which it was collected and in accordance with this Policy or any applicable service-specific privacy notice. We review our data collection, storage, and processing practices to ensure that we only collect, store, and process the personal information needed to provide or improve our services. We take reasonable steps to ensure that the personal information we process is accurate, complete, and current, but we depend on our users to update or correct their personal information whenever necessary.

Accessing and Updating Personal Information

When you use Title Financial Corporation services, we make good faith efforts to provide you with access to your personal information and either to correct this data if it is inaccurate or to delete such data at your request if it is not otherwise required to be retained by law or for legitimate business purposes. We ask individual users to identify themselves and the information requested to be accessed, corrected, or removed before processing such requests, and we may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup tapes), or for which access is not otherwise required. In any case where we provide information access and correction, we perform this service free of charge, except if doing so would require a disproportionate effort. Some of our services have different procedures to access, correct, or delete users' personal information. We provide the details for these procedures in the specific privacy notices or FAQs for these services.

Enforcement

Title Financial Corporation regularly reviews its compliance with this Policy. Please feel free to direct any questions or concerns regarding this Policy or Title Financial Corporation's treatment of personal information by contacting us at cfpb@titlefc.com or by writing to us at:

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

When we receive formal written complaints at this address, it is Title Financial Corporation's policy to contact the complaining user regarding his or her concerns. We will cooperate with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that cannot be resolved between Title Financial Corporation and an individual.

Changes to This Policy

Please note that this Privacy Policy may change from time to time. We will not reduce your rights under this Policy without your explicit consent, and we expect most such changes will be minor. Regardless, we will post any policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of policy changes). Each version of this Policy will be identified at the top of the page by its effective date, and we will also keep prior versions of this Privacy Policy in an archive for your review.

If you have any additional questions or concerns about this Policy, please feel free to contact us any time at cfpb@titlefc.com or by writing to us at:

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



TAX AGREEMENT

Date: 08/20/2025

File No.:1177771-C (ms)

Property: **11341 N. Ramsey Road, Hayden, ID 83835**

The tax proration amount shown on the attached closing statement is based on ESTIMATES and/or the previous year tax statement(s).

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

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

Further, Buyer and Seller hereby agree to hold Flying S Title and Escrow of Idaho, Inc., harmless from any loss, liability, or responsibility resulting from the use of estimated and/or prorated tax figures based on application of a Homeowner's Tax Exemption or credits related to the Property Tax Relief provisions of HB292 passed by the Idaho legislature in 2023.

More information regarding House Bills and Homeowner's Tax Exemption can be found at:
idcounties.org/resources/hb292-property-tax-relief/;
<https://tax.idaho.gov/taxes/property/homeowners/exemption/>

2025 Real Property Tax(es) for Parcel No. 51N04W108006 and 51N04W108000
Tax Amount **\$5.74 and \$5.74**

Dated: _____ day of _____, 20_____

Kootenai County, Idaho, a political subdivision of the State of Idaho who acquired title as Kootenai County, Idaho, a municipal corporation

City of Hayden, an Idaho Municipal Corporation

By: _____
Name: Bruce E. Mattare
Title: Commissioner

By:  _____
Name: Alan Davis
Title: Mayor

By: _____
Name: Leslie Duncan
Title: Commissioner



FLYING S
TITLE & ESCROW

By: _____
Name: Marc Eberlein
Title: Commissioner