

AGREEMENT FOR SALE OF REAL
AND PERSONAL PROPERTY

AGREEMENT made and entered into this 17th day of March, 1989, by and between EARL C. MILLER and JOSEPHINE T. MILLER, husband and wife, hereinafter referred to as the Sellers, and FRANK L. BACHMAN and CINDY L. BACHMAN, husband and wife, hereinafter referred to as the Buyers;

WITNESSETH: That for and in consideration of the purchase price and performance of each of the terms and conditions herein set forth, in the time and manner as herein provided, time being expressly made of the essence of this agreement, the Sellers by these presents promise and agree to sell and convey to the Buyers, and the Buyers agree to purchase the real and personal property comprising "Clover Ranch", situated in Owyhee County, Idaho, more particularly described as follows, to-wit:

REAL PROPERTY:

TOWNSHIP 11 SOUTH, RANGE 9 EAST, BOISE MERIDIAN,
OWYHEE COUNTY, IDAHO:

SECTION 15: SE1/4NE1/4; NE1/4SE1/4; SE1/4SE1/4
SECTION 22: E1/2E1/2
SECTION 23: W1/2W1/2

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and together with all water rights appurtenant to said property, State of Idaho Grazing Lease G-7429 and the following Bureau of Land Management grazing privileges attached to Clover Ranch, to-wit:

Three Creek Unit	-	560 AUM's
Devil Creek Unit	-	270 AUM's
Saylor Creek Unit	-	748 AUM's
West Saylor Creek Unit	-	200 AUM's

PERSONAL PROPERTY:

Powder River corrals
One 1,500 gallon water tank
One McCullough generator
One D7 caterpillar
Two John Deere - B
One John Deere - A
One 340 International Harvester tractor
One ditcher
One 46-string baler
One brush beater
One hay rake
Two mowing machines - JD-8 and JD-5.

And the terms and conditions upon which said sale and purchase are to be made are as follows:

1. PURCHASE PRICE. The purchase price to be paid for the above-described property is the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), and the same shall be paid by the Buyers to Sellers at the time and in the manner as follows:

(a) The sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) has heretofore been paid by the Buyers to the Sellers, the receipt of which is hereby acknowledged;

(b) The sum of Twenty Thousand and No/100 Dollars (\$20,000.00), down payment, shall be paid by the Buyers to the Sellers on the date of closing;

(c) The sum of One Hundred Sixty-five Thousand and No/100 Dollars (\$165,000.00), the then balance of the purchase price, shall be paid by the Buyers to the Sellers in annual installments of \$20,000.00, which include principal and interest as hereinafter set forth, the first such installment to be made on the 1st day of March, 1990, and a like installment to be made on the 1st day of each year thereafter until the 1st day of March, 1999, at which time the balance of the principal together with all accrued interest shall be paid in full in a balloon payment.

2. INTEREST. The unpaid balance of the purchase price shall bear interest from the date of this agreement until paid at the rate of eight and one-half percent ($8\frac{1}{2}\%$) per annum. Each annual installment to be paid hereunder shall first be applied to the interest accrued and unpaid to the date of such payment and the balance of each installment shall be applied upon the principal.

3. RIGHT OF PREPAYMENT. The Buyers may at their option pay all or part of the balance of the purchase price set forth above on or before the due date thereof and interest shall be charged only upon the principal balance remaining from time to time unpaid. Further, the Buyer may, at his option, make larger payments on the balance of said purchase price than as hereinabove set forth, without penalty.

directly to the Sellers at their regular mailing address of Post Office Box 286, Grand View, Idaho 83624.

5. TRANSFER OF TITLE; RIGHTS. The Sellers agree, coincident with the execution of this agreement, to execute a Warranty Deed in standard form conveying marketable title to the above-described real property to the Buyers, free and clear of liens and encumbrances, and a Bill of Sale in standard form conveying marketable title to the above-described personal property to the Buyers, free and clear of liens and encumbrances. The Buyers agree coincident with the execution of this agreement, to execute and deliver to the Sellers a Quitclaim Deed in standard form conveying their interests in the above-described real property to the Sellers as security for the prompt performance of this contract. Said Quitclaim Deed, the Warranty Deed and the Bill of Sale will be held by the Sellers, along with the original of this agreement, until the Buyers have paid the full balance of the purchase price set forth above at the times and upon the terms set forth herein. Upon full payment of the purchase price, the Sellers agree to deliver said Quitclaim Deed, Warranty Deed and Bill of Sale to the Buyers to record as they see fit. If, however, the Buyers default under the terms and conditions of this agreement, and fail to cure such default after notice as hereinafter set forth, the Buyers expressly give the Sellers permission to record the Quitclaim Deed and this agreement shall be null and void.

If necessary, the Sellers agree to execute any and all documents necessary to transfer their rights in the above-described Bureau of Land Management grazing privileges attached to "Clover Ranch", all water rights appurtenant thereto and the State of Idaho Grazing lease hereby sold. If the Buyers should default hereunder, they agree to reassign said grazing and water rights to the Sellers.

6. TAXES AND ASSESSMENTS. The Sellers agree to pay and discharge all unpaid taxes and assessments levied or assessed

against said property for the year 1988 and all prior years. Taxes to be levied and assessed against said property from the 1st day of January, 1989, and all following years shall be paid by the Buyers. If the Buyers fail to pay the taxes or assessments herein agreed by them to be paid before the same are delinquent, the Sellers may declare the Buyers in default under the terms of this agreement after notice as hereinafter provided, or the Sellers may, at their option, make any payment deemed by them to be necessary to protect the title to the property herein sold. Any such payment made by the Sellers shall be considered a portion of the unpaid balance of the purchase price and shall bear interest at the rate of eight and one-half percent (8½%) per annum from the date of payment until repaid by the Buyers, and the Buyers agree to repay the same upon demand.

7. POSSESSION. The Buyers shall be entitled to possession of the above-described real and personal property immediately and may continue in possession of said property so long as they comply with the terms of this agreement.

8. WASTE. Any improvements placed upon said property by the Buyers shall become a part of said property and shall not be removed. The Buyers covenant and agree to commit no waste upon said premises and to permit no waste to be committed by others and further covenant to keep said premise free and clear of all mechanics' liens, materialmen's liens and all other liens of every kind or nature whatsoever, save and except current taxes.

9. FIRE INSURANCE. At the time of the execution of this agreement, the Buyers shall insure the improvements on the above-described property against loss by fire or other casualty with an insurance company acceptable to the Sellers in the amount of at least \$50,000.00 and at the same time there shall be attached to said policy a "contract of sale" clause, so that loss, if any, payable thereunder shall be paid to the Buyers and to the Sellers as their respective interests may at that time appear. The Buyers shall continue to maintain such insurance during the life

of this agreement, with loss payable as hereinabove set forth. In the event there is a loss by fire or other casualty covered by said insurance, then the proceeds of such insurance shall be used either to restore the damaged property or to apply upon the purchase price above mentioned, at the option of the Sellers. A copy of said insurance policy or a certificate of such insurance showing that said insurance is in full force and effect shall be delivered to the Sellers at the time the insurance is secured, and proof of such insurance shall be provided to the Sellers annually.

10. NO WARRANTIES. The Buyers acknowledge that they have inspected the above-described property, know its condition and accept said property in its present condition, and acknowledge that they are relying upon their own judgment as to the condition and value of said property. The Buyers further acknowledge that the Sellers have made no representations concerning said property except representations contained in this agreement.

11. REMEDIES FOR DEFAULT. Time is agreed to be of the essence of the above-mentioned payments hereunder and of this agreement and of any subsequent agreement in relation hereto, and full performance by the Buyers of all their obligations hereunder is and shall be a condition precedent to their rights to a conveyance hereunder. In the event the Buyers fail to comply with any of the terms hereof, then the Sellers shall first give the Buyers thirty (30) days' notice in writing specifying wherein the Buyers have failed to comply with the terms hereof, which said notice shall be delivered to the Buyers personally or may be sent to them by registered or certified mail, addressed to the Buyers at their last-known post office address. If sent by mail, said notice shall be deemed served upon the Buyers upon the date it is deposited in the United States mail with the postage prepaid, certified or registered, and addressed as above-mentioned. If the Buyers fail to correct such default within the thirty-day period, then the Sellers may, at their option and without further

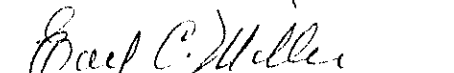
notice, declare the whole unpaid balance of the purchase price immediately due and payable and proceed at once to recover the same or declare a forfeiture of all of the rights of the Buyers under this agreement and of all their interest in and to said property, retaining all sums theretofore paid by the Buyers under the terms hereof as the reasonable value for the use and occupancy of said property during the time that possession of the same is retained by the Buyers hereunder, or the Sellers may, at their option, bring an action in equity or at law for specific performance with damages.

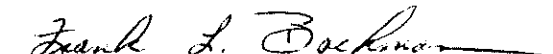
12. PREPARATION OF DOCUMENTS. The Buyers acknowledge that this agreement, deeds and other documents in relation hereto were prepared by the attorney for the Sellers. The Buyers acknowledge that they have been advised to seek independent legal advice concerning the terms hereof, if they desire, prior to their execution hereof.

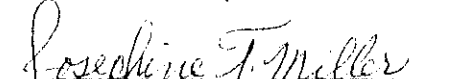
13. ATTORNEY'S FEES. Should it become necessary for either of the parties hereto to place this agreement in the hands of an attorney for enforcement of their rights hereunder after default of the other party, or to institute suit for enforcement of their rights hereunder after such default, then the defaulting party agrees in either case to pay a reasonable attorney's fee incurred by the other party, including but not to be limited to, fees incurred for notices of default.

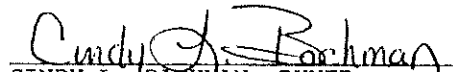
14. HEIRS AND ASSIGNS. The terms and conditions of this agreement shall extend to and be binding upon the heirs, administrators, successors, executors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, The said parties have hereunto set their hands the day and year in this agreement first above written.


EARL C. MILLER, SELLER


FRANK L. BACHMAN, BUYER


JOSEPHINE T. MILLER, SELLER


CINDY L. BACHMAN, BUYER

STATE OF IDAHO)
 : SS.
County of Elmore)

On this 17th day of March, 1989, before me, the under-
signed, a Notary Public in and for said State, personally
appeared EARL C. MILLER and JOSEPHINE T. MILLER, husband and
wife, known to me to be the persons whose names are subscribed to
the within and 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.



Cynthia King
Notary Public for Idaho
Residing at Mountain Home, Idaho

STATE OF IDAHO)
 : SS.
County of Elmore)

On this 17th day of March, 1989, before me, the under-
signed, a Notary Public in and for said State, personally
appeared FRANK L. BACHMAN and CINDY L. BACHMAN, husband and wife,
known to me to be the persons whose names are subscribed to the
within and 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.



Cynthia King
Notary Public for Idaho
Residing at Mountain Home, Idaho

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AGREEMENT TO MODIFY AGREEMENT FOR SALE OF REAL PROPERTY
DATED MARCH 17, 1989

AGREEMENT ENTERED INTO This 13th day of JANUARY, 1999, by and between EARL C. MILLER and JOSEPHINE T. MILLER, husband and wife, of 2288 Canyon Mill Road, Ronan, Montana, hereinafter designated as the "Sellers," and FRANK L. BACHMAN and CINDY L. BACHMAN, husband and wife, of Bruneau, Idaho, hereinafter referred to as the "Buyers;" and

WHEREAS, the above-named parties, on the 17th day of March, 1989, entered into an Agreement for Sale of Real and Personal Property for and in consideration of the purchase price and performance of each of the terms and conditions set forth therein; and

WHEREAS, it is in the Sellers best interest to extend the payment terms and not require the Buyers to make a balloon payment on March 1, 1999, for the remaining balance owed under that certain Agreement in paragraph 1(c) of page 2 of said Agreement; and

WHEREAS, the parties hereto wish to enter into a modification of the Agreement for Sale of Real and Personal Property dated March 17, 1989, to provide that the Buyers will continue to make annual installments of \$20,000.00, which include principal and interest, for an additional period of five (5) years; and

WHEREAS, Sellers and Buyers agree to continue to comply with the modifications as set forth herein and continue to abide by all other terms of the Agreement for Sale of Real and Personal Property heretofore entered into between the parties on the 17th day of March, 1989; and

NOW THEREFORE, In consideration for the mutual benefits to the parties hereto, the parties agree to modify the Agreement for Sale of Real and Personal Property dated the 17th day of March, 1989, as follows:

1. (c) The sum of One Hundred Sixty-Five Thousand and No/100 Dollars (\$165,000.00), the then balance of the purchase, shall be paid by the Buyers to the Sellers in annual installments of \$20,000.00, which include principal and interest as hereinafter set

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forth, the first such installment to be made on the 1st day of March, 1990, and a like installment to be made on the 1st day of each year thereafter until the 1st day of March, 2004, at which time the balance of the principal together with all accrued interest shall be paid in full. The parties acknowledge that provided Buyers make all payments in the amount and at the time due as set forth herein, the final payment shall be in the amount of \$15,034.27.

All other terms and conditions of the Agreement for Sale of Real and Personal Property dated March 17, 1989, between the parties shall remain in full force and effect.

DATED This 31 day of Dec, 1998.

SELLERS:

Earl C. Miller
EARL C. MILLER

Josephine T. Miller
JOSEPHINE T. MILLER

BUYERS:

Frank L. Bachman
FRANK L. BACHMAN

Cindy L. Bachman
CINDY L. BACHMAN

STATE OF MONTANA)
 : ss.
County of Lake)

On this 31 day of Dec, 1998, before me, a Notary Public in and for said State, personally appeared EARL C. MILLER and JOSEPHINE T. MILLER, husband and wife,, known to me to be the persons whose names are subscribed to the within and 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 first above written.

Janice J. Kauffman
Notary Public for Montana
Residing at: Bozeman, MT
My Commission Expires: 6/21/99