

H. J. Buchenau and Elsie Buchenau,
his wife, and Grace C. Arnold, John
Patrick Arnold, Robert C. Arnold and
Maxine Holmes,

to

Louis J. Bronstein, Edward B. Frasier,
George E. Ross, Harry H. Miles, Dino J.
Nicoletti and Redfern Ranches,

AGREEMENT

A G R E E M E N T

THIS AGREEMENT, made and entered into this 20th day of May, 1957, by and between H. J. BUCHENAU and ELSIE BUCHENAU, his wife, and GRACE C. ARNOLD, JOHN PATRICT ARNOLD, ROBERT C. ARNOLD and MAXINE HOLMES, each dealing with his/her separate property, hereinafter called sellers, and LOUIS J. BRONSTEIN, EDWARD B. FRASIER, GEORGE E. ROSS, HARRY H. MILES, DINO J. NICOLETTI and REDFERN RANCHES, a California corporation, hereinafter called buyers,

W I T N E S S E T H:

WHEREAS, under date of January 13, 1955, the abovenamed H. J. BUCHENAU and MAX B. ARNOLD, signed and executed, a memorandum of agreement wherein and whereby said parties agreed to sell to EDWARD B. FRASIER, as agent, those certain pieces or parcels of land situate in the Counties of Lander and Eureka, State of Nevada, and more particularly described as follows, to wit:

All of Section 29, the East one-half (1/2) of Section 31 and the west one-half (1/2) of Section 33, all in Township 29 North, Range 48 East, M.D. M., containing in all 1280 acres, more or less.

Together with a certain well and pump installed on said premises.

Subject to the reservation of gas and oil rights by the Southern Pacific Company, as appears of record;

and

WHEREAS, said parties promised and agreed to sell and convey the aforesaid property to said EDWARD B. FRASIER, as such agent, for the following sums, to wit:

Said land for the sum of Twenty Five Thousand Six Hundred Dollars (\$25,600.00) and said well and pump for the sum of Seven Thousand Two Hundred Sixty Two Dollars and Twenty Nine Cents (\$7,262.29), said sum being the amount actually expended for said installation; and

WHEREAS, said EDWARD B. FRASIER, as such agent, was in fact representing the parties hereinabove named as buyers herein, who have paid on the aforesaid purchase price of said land and said pump, and interest thereon the following sums, to wit:

On said land, under date of January 13, 1955, the sum of Six Thousand Four Hundred Dollars (\$6,400.00);

On said land, under date of January 5, 1956, the sum of One Thousand Nine Hundred Twenty Dollars (\$1,920.00);

Total paid on said land Eight Thousand Three Hundred Twenty Dollars (\$8,320.00);

On said well on January 13, 1955, the sum of Three Thousand Two Hundred Sixty Two Dollars and Thirty Cents (\$3,262.30);

On said well on January 5, 1956, the sum of One Thousand Dollars (\$1,000.00);

Total paid on said well and pump, Four Thousand Two Hundred Sixty Two Dollars and Thirty Cents (\$4,262.30).

Interest paid under said agreement, One Thousand Three Hundred Ninety Two Dollars (\$1,392.00); and

WHEREAS, there remains to be paid under the aforesaid contract as principal thereunder the following sums;

On the purchase price of said land the sum of Seventeen Thousand Two Hundred Eighty Dollars (\$17,280.00);

On the purchase price of said well and pump the sum of Three Thousand Dollars (\$3,000.00).

NOW, THEREFORE, said sellers agree to sell and said buyers agree to buy the aforesaid land and premises, including the aforesaid well and pump, and to pay therefor the following sums of money, to wit:

For said land the sum of Seventeen Thousand Two Hundred Eighty Dollars (\$17,280.00);

For said well and pump the sum of Three Thousand Dollars (\$3,000.00);

which said sums, together with interest thereon at the rate of six per cent (6%) per annum said buyers promise

and agree to pay in instalments as follows:

On said land, the sum of One Thousand Nine Hundred Twenty Dollars (\$1,920.00) upon demand therefor, and a like sum on December 1, 1957, and on December 1st of each year thereafter until said purchase price shall be paid in full; on said well and pump, the sum of One Thousand Dollars (\$1,000.00) upon demand therefor, and a like sum on December 1, 1957 and December 1, 1958.

Buyers shall pay interest on the aforesaid purchase price at the rate of six per cent (6%) per annum from December 1, 1956, payable on December 1st of each year commencing on December 1, 1957, and thereafter on the 1st day of each December until said purchase price and all interest accruals thereon shall be paid in full.

On payment of the aforesaid sums of money at the time and in the manner hereinabove specified, said sellers promise and agree to execute and deliver to said buyers a good and sufficient Deed Transferring and conveying the aforesaid land, premises and improvements to said buyers free and clear of all encumbrances made or suffered by them.

Said buyers promise and agree to pay all taxes and assessments now due or which may hereafter accrue or fall due against said premises, as and when the same shall fall due; further, not to assign this agreement, or any interest herein, without the consent of said sellers first had and obtained with the exception that said buyers are hereby fully authorized, without obtaining any further consent thereto, to assign and transfer this agreement and all interest herein, and in and to the aforesaid premises, to any corporation formed by said buyers to which they may desire to assign and transfer the same. Such assignment and transfer shall be subject to all the terms and provisions herein contained.

In the event of a failure to comply with the terms hereof by the buyers, the sellers shall be released from all obligation in law or equity to convey said property and shall be entitled to the immediate possession thereof, and the buyers shall forfeit all rights under this agreement, and all moneys theretofore paid hereunder shall be considered as rent and compensation for the use and occupancy of said premises and be retained by the sellers.

This agreement shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

STATE OF CALIFORNIA)
COUNTY OF Madera) SS

On this 29th day of May in the year one thousand nine hundred and Fifty Seven before me, Anna V. Holfelts, A Notary Public in and for the said County of Madera, State of California, residing therein, duly commissioned and sworn, personally appeared. H. J. Buchenau, Elsie Buchenau, Grace C. Arnold, John Patrick Arnold, Robert C. Arnold, Maxine Holmes known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the said County of Madera the day and year in this certificate first above written.
(Notarial Seal) Anna V. Holfelts
Notary Public in and for the said County of Madera.
My commission expires: July 9, 1959. State of California.

STATE OF CALIFORNIA)
County of Merced) SS

On this 27th day of May in the year One Thousand Nine Hundred and Fifty Seven before me, L. L. LEONARD, a Notary Public, in and for the County of Merced, State of California, personally appeared Louis J. Bronstein, Edward B. Frasier, George E. Ross, Harry H. Miles, Dino J. Nicoletti, F. E. Redfern known to me to be the persons whose names are subscribed to the within instrument, and duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the County of Merced, State of California, the day and year in this certificate first above written.
(Notarial Seal) L. L. Leonard
Notary Public in and for the County of Merced,
My commission expires: Apr. 13, 1959. State of California.

H. J. Buchenau.
H. J. Buchenau
Elsie Buchenau
Elsie Buchenau
Grace C. Arnold
Grace C. Arnold
John Patrick Arnold
John Patrick Arnold
Robert C. Arnold
Robert C. Arnold
Maxine Holmes
Maxine Holmes
Sellers
Louis J. Bronstein
Louis J. Bronstein
Edward B. Frasier
Edward B. Frasier
George E. Ross
George E. Ross
Harry H. Miles
Harry H. Miles
Dino J. Nicoletti
Dino J. Nicoletti
F. E. Redfern
Redfern Ranches (SEAL)
Buyers.