



REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into as of the Effective Date by and between Buyer and Seller. In consideration of the mutual promises set forth in this Agreement, Seller hereby agrees to sell, and Buyer hereby agrees to purchase, the Property subject to the terms set forth herein.

1. BASIC AGREEMENT TERMS

- a. **“Effective Date”** The later date of the dates that both Buyer and Seller have executed this Agreement as set forth on the Signature Page of this Agreement.
- b. **“Buyer”** Owyhee Holdings, LLC and/or Assigns
- c. **“Seller”** Intermountain Gas Company.
- d. **“Property”** That certain real property commonly known as +/- 39,616 SF Acres at TBD Can Ada Road, Ada County, ID graphically depicted and legally described on **Exhibit A**, attached hereto. The Property includes all right, title, and interest in the Property including all improvements and fixtures thereon, all appurtenances related thereto and all water and water rights, ditch and ditch rights appurtenant thereto.
- e. **“Purchase Price”** One Hundred Sixty Eight Thousand Six Hundred Eighty Four No/100 Dollars (**\$168,684.00**).
- f. **“Closing Date”** April 10, 2025. Buyer shall have two (2) options to extend closing by one month per extension.
- g. **“Escrow Agent”** First American Title Insurance Company, 2150 Bonito Way, Suite 100 Meridian, Idaho 83642; Attn: Tami DeJournett Albert, Escrow Officer
Email: tdalbert@firstam.com
- h. **“Triangle Parcel”** That certain +/- .106-acre tract of real property owned by Owyhee Holdings, LLC legally described and depicted on **Exhibit B** attached hereto.

2. DUE DILIGENCE

- (a) **Property Inspections.** From the Effective Date through the closing of the transaction contemplated by this Agreement (the “**Closing**”), Seller will allow Buyer and Buyer’s surveyors, engineers, agents and representatives to have reasonable access to the Property. Buyer must coordinate all access with Seller in advance. Buyer will, at its sole expense, promptly restore any physical damage that results from any inspections conducted by or on behalf of Buyer, however, Buyer shall have no obligation to restore any damage resulting from a pre-existing condition on the Property. All inspections will be conducted at Buyer’s sole expense and in accordance with all requirements of applicable law. Buyer will keep the Property free from any liens arising out of any activity by or on behalf of Buyer with respect to the Property. If such a lien is filed, then Buyer will cause the same to be promptly discharged of record.
- (b) **Title Matters.** IF desired by Buyer, Buyer may order a commitment for an owner’s title insurance policy from First American Title Insurance Company. It shall be a condition to Buyer’s obligations under this Agreement that the Title Company shall have agreed to issue to Buyer an ALTA standard form owner’s policy of title insurance, insuring title to the Property in Buyer in the amount of the Purchase Price, subject only to the matters appearing of record on the title insurance policy.
- (c) **Termination of Agreement.** If Buyer determines, in its sole and absolute discretion, that Buyer is not satisfied with its due diligence inspection and review of the Property for any reason at any time on or before the Closing Date, Buyer may deliver a notice to Seller of its election not to proceed with the purchase of the Property, whereupon Buyer will pay Seller \$100 as independent consideration for Buyer’s rights under this Agreement, and neither party will have any further liability hereunder except for those obligations that expressly survive the termination of this Agreement.

3. CLOSING AND RELATED MATTERS

- (a) **Escrow Closing.** The closing of the transaction contemplated by this Agreement will take place at Escrow Agent’s office on the Closing Date. On or before the Closing Date, Buyer and Seller will deposit with Escrow Agent all instruments, documents and monies (payable in cash, by wire funds or bank check), as necessary to complete the transaction in accordance with this Agreement, including but not limited to:
- i. Seller will execute and deliver to Escrow Agent a warranty deed conveying the Property to Buyer in a form prepared by Escrow Agent;
 - ii. Seller will execute an affidavit of non-foreign status and any affidavits that may be customarily required by Escrow Agent for issuance of any title insurance desired by Buyer;
 - iii. Seller will deliver to Escrow Agent any documents reasonably required by the Title Commitment or otherwise by Escrow Agent to demonstrate (a) Seller’s power and authority to enter into and perform the transactions contemplated by this Agreement; and (b) the authority of any individual(s) who have executed or will execute documents on behalf of Seller in connection with this transaction;
 - iv. Seller and Buyer shall execute and deliver to Escrow Agent that certain Post Closing Development Agreement, the substantial form of which is attached hereto as **Exhibit C**.

- v. Buyer shall cause Owyhee Holdings, LLC to execute and deliver to Escrow Agent a warranty deed conveying the Triangle Parcel to Seller in a form prepared by Escrow Agent.
- vi. Buyer shall cause to be recorded in the Real Property Records of Idaho, a Record of Survey and any other documentation necessary to memorialize the transfer and conveyance of the Property in accordance with Ada County Code Section 8-4A-19.

(b) Prorations, Adjustments and Closing Costs.

- i. Rents and real property taxes/assessments for the then current calendar year will be prorated as of the Closing Date.
- ii. Buyer will pay (1) 100% of Escrow Agent's escrow/closing fees; (2) the premium for the Title Policy; and (3) and recording fees for the deed.
- iii. All other expenses not specifically referenced in this Agreement and incurred by Seller or Buyer with respect to this transaction will be borne and paid exclusively by the party incurring the same without reimbursement.

(c) Buyer's Closing Conditions. Buyer will not be obligated to close on the Property unless Seller is in material compliance with its obligations to Buyer under this Agreement as of the Closing Date and Seller's representations and warranties to Buyer under this Agreement are true and correct in all material respects as of Closing Date. If the foregoing conditions are not satisfied or waived by the Closing Date, then Seller will be in default of this Agreement (subject to notice and cure periods as provided in this Agreement).

(d) Seller's Closing Conditions. Seller will not be obligated to close on the Property unless Buyer is in material compliance with its obligations to Buyer under this Agreement as of the Closing Date and Buyer's representations and warranties to Seller under this Agreement are true and correct in all material respects as of Closing Date. If the foregoing conditions are not satisfied or waived by the Closing Date, then Buyer will be in default of this Agreement (subject to notice and cure periods as provided in this Agreement).

(e) Possession. Buyer will have the right to exclusive possession of the Property as of the completion of the closing.

(f) Risk of Loss, Condemnation. Seller agrees to notify Buyer of eminent domain proceedings or any loss of or damage to the Property as soon as Seller has knowledge thereof. Risk of loss of or damage to the Property will be borne by Seller until the Closing Date. If the Property is materially damaged (i.e., damage where the cost to restore is greater than 20% of the Purchase Price) or becomes the subject of any material condemnation proceeding (i.e., more than 20% of the value of the Property is subject to condemnation), then Buyer may, at its option, terminate this Agreement with respect to the Property by giving notice thereof to Seller within twenty (20) days after Seller first notifies Buyer in writing of the damage or condemnation, and this Agreement will terminate with respect to the Property.

4. **DEFAULT; REMEDIES.** Neither party will be deemed to be in default under this Agreement unless the non-defaulting party first provides the defaulting party with a written notice of default (which notice will reasonably describe the alleged default) and a period of five (5) business days to cure the default.

(a) **Closing Default.** In the event of a closing default by Seller, Buyer's sole and exclusive remedy shall be to file an action for specific performance within ninety (90) days of such closing default. In the event of a closing default by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement.

(b) **Other Defaults.** Subject to the notice and cure provisions, if either party defaults in the performance of any of its material obligations under this Agreement other than the obligation to close, the non-defaulting party shall have such rights and remedies as are available at law or in equity.

5. **PROPERTY REPRESENTATIONS, WARRANTIES AND COVENANTS**

(a) **Property Sold As-Is.** Except with respect to Seller's representations, warranties and covenants contained in this Agreement and the conveyance deed, Buyer will acquire and accept the Property in its then-existing condition on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis, and Buyer will not rely upon any representations or warranties made by Seller or its representatives or agents prior to the Effective Date concerning or with respect to the Property.

(b) **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that the statements in this Section 5(b) are correct in all material respects as of the Effective Date, and will be correct in all material respects as of the Closing Date, excluding any matters beyond Seller's control (and matters made, done or approved by Buyer).

- i. Authority. Seller, and the person(s) signing on behalf of Seller, have full power and authority to execute this Agreement and perform Seller's obligations hereunder, and any entity action necessary to authorize this transaction has been taken.
- ii. Title. Seller has fee simple title to the Property and the right to sell the Property that is free and clear of any matters that would prevent the sale of the Property as set forth in this Agreement.
- iii. No Insolvency. No proceedings under any bankruptcy or insolvency laws have been commenced by Seller (or to Seller's knowledge, against Seller).
- iv. No Litigation. To Seller's knowledge, there are no pending or threatened lawsuits involving Seller or the Property that may materially adversely affect Seller's ability to perform its obligations under this Agreement.
- v. No Violation. Seller has not received written notice the current use or condition of the Property is in violation of applicable law.
- vi. No Liens. All parties who have supplied or will supply labor, materials and equipment to the Property have been paid in full or will be paid in full at or before closing, and there are no claims of or threats of a lien of any type on the Property (whether or not perfected, other

than inchoate mechanic's liens existing as a matter of law, but which shall be paid in full at or before closing).

- vii. Non-Foreign Person Status. Seller is not a "foreign person" under Section 1445(f) of the Internal Revenue Code of 1986, as amended, and is not subject to withholding under Idaho laws. Seller, and the owners of Seller, are not prohibited or restricted persons under any executive order.

(c) **Seller's Property Covenants.** From the Effective Date to the Closing Date: (a) Seller will maintain the Property in a normal manner and consistent with Seller's current practices; (b) Seller will not enter into any other new leases, occupancy agreements, contracts, amendments or agreements which will extend beyond the Closing Date without Buyer's prior written consent; and (c) Seller will not create any right, encumbrance or easement on the Property without Buyer's prior consent.

(d) **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that the statements in this Section are correct in all material respects as of the Effective Date, and will be correct in all material respects as of the Closing Date, excluding any matters beyond Buyer's control (and matters made, done or approved by Seller).

- i. Authority. Buyer, and the person(s) signing on behalf of Buyer, have full power and authority to execute this Agreement and perform Buyer's obligations hereunder, and any entity action necessary to authorize this transaction has been taken.
- ii. No Insolvency. No proceedings under any bankruptcy or insolvency laws have been commenced by Buyer (or to Buyer's knowledge, against Buyer).
- iii. No Litigation. To Buyer's knowledge, there are no pending or threatened lawsuits involving Buyer that may materially adversely affect Buyer's ability to perform its obligations under this Agreement.

6. **NOTICES.** All notices required or permitted to be given pursuant to this Agreement must be in writing and may be delivered by hand delivery, electronic mail or any other reasonable delivery method to the other party at the applicable addresses set forth on the Signature Page to this Agreement. Any notice delivered by other than hand delivery or electronic mail must also be concurrently sent to each receiving party by electronic mail (if an electronic mail address is provided for the recipient party). The addresses may be changed from time to time by written notice. Notices will be deemed received upon the earlier of actual receipt (regardless of the method of delivery) or the first attempted delivery if receipt is refused.

7. **BROKERAGE.** The RESPONSIBLE BROKER in this transaction is Mark Bottles, Designated Broker for Mark Bottles Real Estate Services, LLC, 839 S. Bridgeway Pl., Eagle ID 83616 (208)-377-5700.

Selling Broker:	N/A	Listing Broker:	
Agent:	_____	Agent:	N/A
Address:	_____	Address:	N/A
Phone:	_____	Phone:	N/A

Email: _____

Email: N/A

Except as expressly set forth above, the parties agree that no other broker or agent was the procuring cause of the transaction contemplated by this Agreement, and each of the parties represents and warrants to the other that it has not incurred and will not incur any liability for finder's or brokerage fees or commissions in connection with this Agreement. Buyer and Seller each agree to protect, defend, indemnify and hold harmless the other, their respective successors and assigns, from and against any and all obligations, costs, expenses, and liabilities including, without limitation, all reasonable attorneys' fees and court costs, arising out of or relating to any claim for finder's or brokerage fees or commissions or other such compensation resulting from the dealings of Buyer and Seller in connection with the transaction completed by this Agreement.

Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the Buyer and Seller, respectively:

Section 1:

- ☐ A. The brokerage working with the Buyer(s) is acting as an AGENT for Buyer(s).
- ☐ B. The brokerage working with the Buyer(s) is acting as a LIMITED DUAL AGENT for Buyer(s), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the Buyer(s) is acting as a LIMITED DUAL AGENT for Buyer(s) and has an ASSIGNED AGENT acting solely on behalf of the Buyer(s).
- ☒ D. The brokerage working with the Buyer(s) is acting as a NONAGENT for Buyer(s).

Section 2:

- ☐ A. The brokerage working with Seller(s) is acting as an AGENT for Seller(s).
- ☐ B. The brokerage working with Seller(s) is acting as a LIMITED DUAL AGENT for Seller(s), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with Seller(s) is acting as a LIMITED DUAL AGENT for Seller(s) and has an ASSIGNED AGENT acting solely on behalf of the Seller(s).
- ☒ D. The brokerage working with the Seller(s) is acting as a NONAGENT for Seller(s).

Each party signing this Agreement confirms that such party has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho Real Estate Commission, and has consented to the relationship confirmed above. In addition, each party confirms that the Selling/Listing Broker's agency office policy was made available for inspection and review. Each party understands that such party is a "Customer," and is not represented by a brokerage unless there is a signed written agreement for agency representation.

8. **Triangle Parcel Transfer.** Buyer and Seller acknowledge and agree that Owyhee Holdings, LLC owns that certain tract of real property consisting of approximately +/- .106 acres graphically depicted and described on **Exhibit B** attached hereto (the "**Triangle Parcel**"). At Closing, Buyer shall cause Owyhee Holdings, LLC to transfer the Triangle Parcel to Intermountain Gas Company

via a warranty deed prepared on Escrow Agent's standard form. Buyer shall pay the recording fees for the recording of the Triangle Parcel deed.

9. MISCELLANEOUS

- (a) Binding Effect.** This Agreement will bind, and inure to the benefit of, the parties and their respective successors and assigns. Buyer will have the right to assign this Agreement without Seller's consent.
- (b) Modifications.** This Agreement cannot be changed orally, and no agreement will be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the parties against whom enforcement of any such change is sought.
- (c) Time.** Time is of the essence in every provision of this Agreement. The term "business day" means any day which is not a Saturday, Sunday or legal holiday in Idaho (i.e., Idaho Code § 73-108). If this Agreement specifies that a time period expires or that an action must be taken on a date which is not a business day, then the date will be deemed extended to the next succeeding day which is a business day, and any successive time periods will be deemed extended accordingly.
- (d) Construction.** The words "including" will be construed to include "without limitation." Any term defined in the singular may be used in the plural, and vice versa. If any provision of this Agreement is declared invalid or is unenforceable for any reason, such provision will be deleted from this Agreement and it will not invalidate any other provision contained in this Agreement. All exhibits hereto are incorporated herein.
- (e) No Merger; Survival.** The terms of this Agreement will not merge into closing or with the conveyance deed(s) for the Property, but will instead survive closing or termination (except as may be otherwise provided in this Agreement).
- (f) Governing Law; Jury Trial Waiver.** This Agreement will be construed and interpreted in accordance with, and will be governed by, the laws of the State of Idaho. BUYER AND SELLER EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- (g) Attorneys' Fees.** In the event that either party files any action to interpret or enforce this Agreement, the prevailing party in the action will be entitled to attorneys' fees and litigation expenses.
- (h) Execution; Counterparts.** This Agreement may be executed electronically (e.g., DocuSign or equivalent) or in counterparty, which counterparts may also be delivered by .pdf. All counterparts will constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart, or the signatures are not original signatures to the same agreement.
- (i) Tax Deferred Exchange.** Buyer and Seller acknowledge that either party may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Internal Revenue Code. Each party agrees to reasonably cooperate with the other party to effect such an exchange; provided, however, that (i) the cooperating party shall not be required to acquire or take title to any exchange property, (ii) the cooperating party shall not be required to incur any expenses or liability whatsoever in connection with the exchange, (iii) no substitution of

the effectuating party shall release said party from any of its obligations, warranties or representations set forth in this Agreement or from liability for any prior or subsequent default under this Agreement by the effectuating party, its successors or assigns, and (iv) the effectuating party shall give the cooperating party at least five (5) business days prior notice of the proposed changes required to effect such exchange and the identity of any party to be substituted in the escrow.

[End of text; Signature page follows]

SIGNATURE PAGE

Offer Acceptance Deadline: When signed by Buyer, this Agreement constitutes Buyer's offer to purchase the Property from Seller. Seller may accept Buyer's offer by delivering a fully executed copy of this Agreement to Buyer **by 5:00 PM Mountain Time on the third (5th) business day after the date of Buyer's signature**. Buyer may revoke Buyer's offer at any time prior to Buyer's receipt of Seller's acceptance.

Effective Date: The "Effective Date" will mean the date of execution (and delivery of the fully executed Agreement to the first party to sign) by the last party to sign this Agreement.

DATED effective as of the Effective Date.

"Buyer" Owyhee Holdings, LLC

By: Idaho Holdings, LLC
Its: Manager

By: _____
Name: _____
Date: _____

Email address for notices: mark@markbottles.com
emily@markbottles.com

☐ Buyer holds an Idaho Real Estate License
☒ Buyer is related to Broker

"Seller" Intermountain Gas Company.

By: _____
Name: _____
Title: _____
Date: _____

Email address for notices:

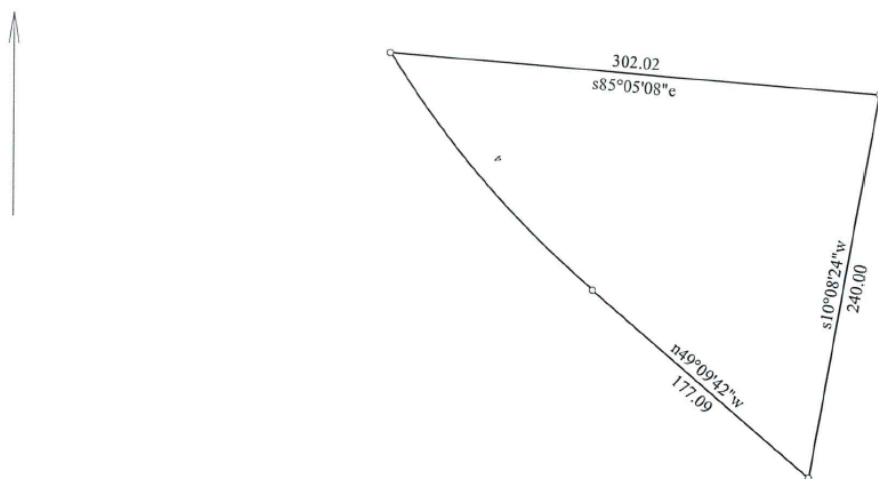
☐ Seller holds an Idaho Real Estate License
☐ Seller is related to Broker

EXHIBIT A **LEGAL DESCRIPTION OF THE PROPERTY**

A parcel of land situated in a portion of the Southeast 1/4 of the Northwest 1/4 of Section 31, Township 4 North, Range 1 West, B.M., Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the west 1/4 corner of said Section 31, which bears S00°41'26"W a distance of 2,648.22 feet from an aluminum cap marking the northwest corner of said Section 31, thence following the westerly line of the Northwest 1/4 of said Section 31, N00°41'26"E a distance of 1,170.92 feet;
Thence leaving said westerly line, S85°05'08"E a distance of 1,965.07 feet to the **POINT OF BEGINNING**.

Thence S85°05'08"E a distance of 302.02 feet to a 5/8-inch rebar;
Thence S10°08'24"W a distance of 240.00 feet to a 5/8-inch rebar;
Thence N49°09'42"W a distance of 177.09 feet to a 5/8-inch rebar;
Thence 192.98 feet along the arc of a curve to the right, said curve having a radius of 633.50 feet, a delta angle of 17°27'15", a chord bearing of N40°26'04"W and a chord distance of 192.24 feet the **POINT OF BEGINNING**.



Title: Parcel A to Parcel B		Date: 03-14-2025
Scale: 1 inch = 100 feet	File:	
Tract 1: 0.909 Acres: 39616 Sq Feet: Closure = s66.0712e 0.00 Feet: Precision =1/195198: Perimeter = 912 Feet		
001=s85.0508e 302.02	003=n49.0942w 177.09	
002=s10.0824w 240.00	004: Rt. R=633.50, Delta=17.2715 Bng=n40.2604w, Chd=192.24	

EXHIBIT B **TRIANGLE PARCEL**

A parcel of land situated in a portion of the Southwest 1/4 of the Northeast 1/4 of Section 31, Township 4 North, Range 1 West, B.M., Ada County, Idaho and being more particularly described as follows:

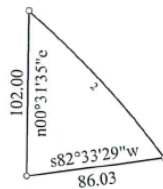
Commencing at a 1/2-inch rebar marking the center 1/4 corner of said Section 31, which bears S00°31'44"W a distance of 2,639.28 feet from an aluminum cap marking the north 1/4 corner of said Section 31, thence following the westerly line of the Northeast 1/4 of said Section 31, N00°31'44"E a distance of 267.99 feet to a 5/8-inch rebar;

Thence leaving said westerly line, N82°33'29"E a distance of 113.07 feet to a 5/8-inch rebar and being the **POINT OF BEGINNING**.

Thence N00°31'35"E a distance of 102.00 feet to a 5/8-inch rebar;

Thence 124.23 feet along the arc of a curve to the right, said curve having a radius of 566.50 feet, a delta angle of 12°33'53", a chord bearing of S42°52'45"E and a chord distance of 123.98 feet to a 5/8-inch rebar;

Thence S82°33'29"W a distance of 86.03 feet to the **POINT OF BEGINNING**.



Title:		Date: 03-14-2025
Scale: 1 inch = 100 feet	File:	
Tract 1: 0.106 Acres: 4626 Sq Feet: Closure = n89.0949e 0.00 Feet: Precision =1/78823: Perimeter = 312 Feet		
001=n00.3135e 102.00		003=s82.3329w 86.03
002: Rt, R=566.50, Delta=12.3353 Bng=s42.5245e, Chd=123.98		

EXHIBIT C

Form of Post Closing Development Agreement

POST-CLOSING DEVELOPMENT AGREEMENT

This Post-Closing Development Agreement (this “**Agreement**”), is entered into effective as of _____, 2025 (the “**Effective Date**”) by and between Owyhee Holdings, LLC, an Idaho limited liability company (“**Owyhee**”) and Intermountain Gas Company, an Idaho corporation (“**IMG**”). Owyhee and IMG may each be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Owyhee and IMG are parties to that certain Purchase Sale Agreement dated [_____] (the “**PSA**”) whereby Owyhee has agreed to buy from IMG and IMG has agreed to sell to Owyhee that certain .909 acres of real property located in Ada County, Idaho, as legally described therein (the “**Property**”). The Property is a portion of a larger approximately 59.8-acre parcel of real property owned by IMG that is commonly known as 4014 N. Can Ada Road, Nampa, Idaho 83687, and that will be retained by IMG (the “**IMG Property**”).

B. The Property currently contains a farm access and utility road (the “**Farm Road**”) and irrigation ditch (the “**Ditch**”) that serve the IMG Property.

C. After the Closing of the PSA, Owyhee intends to convey the Property to the City of Meridian (the “**City**”) so that the City can construct a collector road on the Property and other property owned by the City (the “**Collector Road**”), which may require that the Farm Road and Ditch be relocated onto the IMG Property at the location approximately shown on Exhibit A, attached hereto and incorporated herein (the “**Relocation**”). All work necessary to perform the Relocation, including the engineering and construction of the Farm Road and Ditch is referred to herein as the “**Relocation Work**.”

D. If the construction of the Collector Road by the City requires the Relocation, Owyhee has agreed to undertake, or cause the City to undertake, the Relocation at no cost to IMG before the construction of the Collector Road, if and when such construction happens, and IMG has agreed to grant to Owyhee a temporary license on that portion of the IMG Property necessary to perform the Relocation.

E. The Parties desire to enter into this Agreement to memorize the foregoing obligations, as more specifically provided below.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, including the mutual covenants made herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Relocation.** Before the Collector Road is constructed and the Farm Road and Ditch are removed from the Property, if and when such construction and removal happens, Owyhee shall perform the Relocation Work at no expense to IMG. The Relocation Work shall be performed in a workmanlike manner

and shall provide IMG with a new farm access and utility road and irrigation ditch of equal quality and character as the Farm Road and Ditch that were removed from the Property.

2. **IMG's Cooperation.** IMG shall cooperate with Owyhee's efforts to perform the Relocation and to otherwise obtain any permits, consents, or approvals required in connection with the Relocation.

3. **License to Perform Work.** IMG hereby grants Owyhee, and Owyhee's agents, assigns, employees, contractors, and subcontractors, a temporary license to enter onto that portion of the IMG Property necessary for Owyhee to perform all work associated with the Relocation (the "**License**"). Owyhee shall give IMG five (5) calendar days' written notice before entering the IMG Property to perform the Relocation Work. Upon completion of the Relocation, Owyhee shall ensure that the IMG Property is restored to substantially the same condition that it was in before Owyhee's use of the License.

4. **Liens.** Owyhee agrees that it will pay or cause to be paid all costs for work done by it in connection with the Relocation, and Owyhee will keep the IMG Property free and clear of all liens on account of work done by Owyhee or persons claiming under Owyhee.

5. **Insurance.** While Performing the Relocation Work on the IMG Property, Owyhee will procure and maintain (or cause to be procured and maintained by its contractors and subcontractors) the insurance coverages in such types and amounts that are commercially reasonable and customary for such work.

6. **Indemnification.** Owyhee shall indemnify, defend, and hold IMG and its officers, members, managers, employees, agents, contractors, guests, business invitees (the "**Indemnified Parties**") harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorneys' fees that may be imposed upon or incurred by or asserted against the Indemnified Parties that arises, or may arise, from the acts or omissions of Owyhee under this Agreement. Notwithstanding the foregoing, Owyhee shall have no obligation to indemnify, defend, or hold the Indemnified Parties harmless from and against any matter to the extent it arises from the negligence or willful misconduct of the Indemnified Parties.

7. **Survives Closing; Termination of Agreement.** This Agreement shall survive the closing of the transaction contemplated in the PSA and shall terminate upon the earlier to occur of: (i) the completion of the Relocation Work; or (ii) the construction of the Collector Road in a location and manner that does not require the Relocation of the Farm Road and Ditch.

8. **Successors and Assigns.** This Agreement shall be for the benefit of and be binding upon the Parties and their respective successors and assigns. The Parties expressly agree that Owyhee may assign its rights and responsibilities under this Agreement with prior written consent of IMG, and that, upon such assignment, (a) Owyhee's assignee shall have the same rights and responsibilities under this Agreement as did Owyhee before such assignment and (b) Owyhee shall be released from and relieved of all rights and responsibilities under this Agreement.

9. **Notice.** All notices to be given under this Agreement shall be in writing (email acceptable) at the address provided below the Party's signature block below, which address may be updated by a Party from time to time with written notice to the other Party. Notwithstanding the foregoing, actual notice, however given and from whomever received shall always be effective, and any notice given by a Party's attorneys, shall, for all purposes, be deemed to have been given by such Party

10. **General.** This Agreement is the entire agreement between the Parties with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. No modifications of this Agreement shall be valid unless in writing and executed by the Parties. All Recitals and Exhibits to this Agreement are true and correct and are hereby incorporated by reference as if set forth herein. The Parties agree that the facts set forth in the Recitals above are true and correct. However, in the event of a conflict between such Recitals and the terms of this Agreement, the terms of this Agreement shall control. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument; the signature pages may be detached from each counterpart and combined into one instrument. Any waiver hereunder must be in writing and no waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. The laws of the State of Idaho shall govern this Agreement. If any controversy, claim, or action is filed or instituted to enforce the terms and conditions of this Agreement or arises from the breach of any provision hereof, the prevailing Party shall be entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing Party. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. The headings of the several sections contained herein are for convenience only and do not explain, define, limit, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

[End of Text, Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

OWYHEE:

Owyhee Holdings, LLC,
an Idaho limited liability company

By: **Idaho Holdings, LLC,**
an Idaho limited liability company

By: _____

Name: _____

Its: _____

IMG:

Intermountain Gas Company,
an Idaho corporation

By: _____

Name: _____

Its: _____

Address for notice:

emily@markbottles.com

Address for notice:

EMAIL: _____

EXHIBIT A

Depiction of Location of Relocated Road and Ditch

