



**Property:**

1,120± acres in Chouteau County, Montana  
(offered in 2 tracts)

**Auction Manager:**

Brent Wellings  
Tel: 405-332-5505

**SEALED BID PACKET**

**Sealed Bid Deadline:**

5:00 o'clock p.m. (MDT) on Wednesday, May 25, 2022

**Contents:**

- Bidder Instructions
- Form of Agreement to Purchase
- Form of Seller's Addendum
- Form of Pre-Closing Access Addendum
- Lead-based paint disclosure form with pamphlet
- Preliminary Title Evidence

## BIDDER INSTRUCTIONS

(Sealed Bid Auction for 2 Tracts in Chouteau County, Montana)

1. These Bidder Instructions are provided as part of a Sealed Bid Packet (“Sealed Bid Packet”) prepared for purposes of the sealed bid auction advertised and conducted by Schrader Real Estate and Auction Company, Inc. on behalf of BOKF, N.A., as Trustee of The Robert W. Emanuel and Byrdie L. Emanuel Revocable Trust (“Seller”), with respect to certain real estate in Chouteau County, Montana, including approximately 1,120(±) total acres of land, offered in two tracts identified as follows:
  - Tract 1:** Approx. 480(±) acres of land, being the S/2 & S/2 N/2 of Section 9-T27N-R5E in Chouteau County, Montana, and the improvements and fixtures on said land.
  - Tract 2:** Approx. 640(±) acres of land, being all of Section 10-T27N-R5E in Chouteau County, Montana.
2. In addition to these Bidder Instructions, the Sealed Bid Packet also includes a blank form of an Agreement to Purchase (“Agreement to Purchase”), a blank form of Seller’s Addendum (“Seller’s Addendum”), a blank form of Pre-Closing Access Addendum, lead-based paint disclosure form with pamphlet, and the Preliminary Title Evidence. Do not submit a bid unless and until you have received and are familiar with the entire Sealed Bid Packet.
3. You may bid on a single tract or both tracts combined, as follows:
  - (a) Single bid for a single tract - use one Agreement to Purchase form;
  - (b) Single lump sum bid for both tracts combined - use one Agreement to Purchase form;
  - (c) Multiple **Alternative** Bids for different sets of one or more tract(s) - use multiple Agreement to Purchase forms; or
  - (d) Multiple **Independent** Bids for different sets of one or more tract(s) - use multiple Agreement to Purchase forms.

If you submit multiple bids, you must specify whether you are submitting Multiple Alternative Bids or Multiple Independent Bids. If “Multiple Alternative Bids” is indicated on the Signature Page of the Agreement to Purchase Form, the offer may not be accepted by Seller if Seller accepts or intends to accept any other offer submitted by the same bidder. Otherwise, the offer may be accepted regardless of Seller’s acceptance or rejection of any other offer submitted by the same bidder.

Bidder by submitting a bid represents to Seller that Bidder understands and agrees that if Bidder’s bid is accepted, a 4% Buyer’s Premium shall automatically be added to Bidder’s bid amount to arrive at the Purchase Price for the Property.

4. **To submit a bid:**
  - (a) Complete, sign and date the Signature Page of the Agreement to Purchase:
    - i. Designate the tract(s) that you intend to include in your bid;
    - ii. Write in your total bid amount for the Included Tract(s);
    - iii. Check one of the boxes for “No Other Bids”, “Multiple Alternative Bids” or “Multiple Independent Bids” (after carefully reading Section 3 above and Section 33 of the Agreement to Purchase);
    - iv. Provide all requested information pertaining to the Buyer; and
    - v. Sign as Buyer (or as the authorized officer/agent of an entity identified as Buyer).
  - (b) Complete, sign and date the Seller’s Addendum:
    - i. Write your initials in the lower left corners of pages 1 and 2; and
    - ii. Print and sign your name and write the date at the end of page 3.

- (c) If your bid includes Tract 1, complete, sign and date the lead-based paint disclosure form:
  - i. Write your initials next to items (c), (d) and (e)(ii); and
  - ii. At the bottom of the form, sign and date as "Purchaser".
- (d) Prepare a check for the 10% earnest money deposit payable to Chouteau County Abstract Company.
- (e) Prepare a sealed bid envelope by writing "Sealed Bid for Chouteau County" and the name and address of the bidder on the outside front of the envelope.
- (f) Place the earnest money check and the entire Agreement to Purchase, Seller's Addendum and (if your bid includes Tract 1) the lead-based paint disclosure form (all completed, signed and dated by the bidder) in the sealed bid envelope and send or deliver to the Auction Manager, Brent Wellings, as follows:

**Via overnight courier, U.S. Mail or personal delivery to:      Attn: Brent Wellings  
101 N. Main St.  
Stillwater, OK 74075**

A sealed bid may also be delivered in person at the site of Auction Tract 1 (located at 4940 Russell Rd., Carter, Montana) between the hours of Noon to 5:00 pm on May 25, 2022. The Auction Manager will be present at this site during this time.

- 5. Your bid must be **received** not later than 5:00 o'clock p.m. (Mountain Daylight Time) on May 25, 2022.
- 6. **Your bid must be accompanied by an earnest money deposit in the form of a cashier's check, personal check or company check payable to "Chouteau County Abstract Company". The earnest money deposit must be at least ten percent (10%) of the bid amount written on the Signature Page of the Agreement to Purchase.**
- 7. If your bid is accepted, your earnest money check will be delivered to Chouteau County Abstract Company, as the Escrow Agent, to be deposited and held in escrow pursuant to the terms of the Agreement to Purchase. If your bid is not accepted on or before **Thursday, June 9, 2022**, your earnest money check will be returned to you via U.S. Regular Mail at the Buyer's address provided on the Signature Page of the Agreement to Purchase submitted with your bid.
- 8. The submission of a bid constitutes an offer which, if accepted by Seller, shall constitute a binding contract for the sale and purchase of the Property in accordance with the terms contained in the Agreement to Purchase. Do not submit a bid unless and until you are familiar with the entire Agreement to Purchase, including but not limited to the disclosures and disclaimers set forth in Section 31 of the Agreement to Purchase.
- 9. **A 4% BUYER'S PREMIUM WILL BE AUTOMATICALLY ADDED TO YOUR BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.**
- 10. It is expected that the property will be conveyed using the existing legal description(s) without obtaining a new survey. However, if a new survey is obtained in accordance with the provisions of the Agreement to Purchase, the purchase price shall be adjusted proportionately to reflect any difference between the advertised acre estimate(s) and the gross acres shown in the survey, **but only if the difference exceeds one (1) acre.**
- 11. If any provision of the Agreement to Purchase or Seller's Addendum conflicts with any other statement in the Sealed Bid Packet or any statement in the auction brochure or other marketing materials, the provision of the Agreement to Purchase or Seller's Addendum shall control. If any provision of the Agreement to Purchase conflicts with any provision of Seller's Addendum, the provision of Seller's Addendum shall control.

12. Seller reserves the right, in its sole judgment and discretion, to accept or reject any bid (and to waive any irregularity or informality in the submission of any bid).
13. As an update to the marketing materials, possession will be delivered at closing and will not be subject to the rights of current tenants.
14. As an update to the marketing materials, if the successful bidder purchases a standard coverage Owner's Title Policy ("Policy"), then at Closing Seller will credit against the Property's Purchase Price the lesser of the cost paid for the Policy or \$1,500. This provision is not applicable to the purchase of a Lender's Title Policy or other type of title policy.
15. If your bid is accepted, you may elect to begin farming activities prior to Closing in accordance with and subject to the terms and conditions of the ***Pre-Closing Access Addendum*** included in the Sealed Bid Packet. If you intend to begin farming activities prior to Closing, you must sign and deliver the Pre-Closing Access Addendum, deliver the Additional Earnest Money and provide proof of insurance in accordance with the terms thereof to Seller or Auction Company.
16. If any person intends to sign as an agent for the bidder/principal pursuant to a power of attorney ("POA"), the following provisions apply: (a) the POA authorizing such person to bid as an agent on behalf of such bidder/principal must be presented to Auction Company 24 hours prior to the sealed bid deadline and must contain a provision that the principal agrees to and shall be bound by all the terms and conditions of the purchase documents; (b) if the POA fails to contain such a provision, the POA will be subject to review by Seller and the bid submitted might not be accepted by Seller; (c) the principal and agent must be identified in accordance with the POA provisions set forth on the Signature Page of the Agreement to Purchase; and (d) a copy of the POA shall be included in your Sealed Bid.
17. Schrader Real Estate and Auction Company, Inc. and the auction manager, Brent Wellings, are **Seller Agents** and are acting solely on behalf of, and exclusively as the agents for, the Seller. By signing the Agreement to Purchase, Buyer acknowledges that the agency relationships of the Auction Company and auction manager (as Seller Agents) have been identification and disclosed in the marketing materials, in these Bidder Instructions and in Section 26 and the Signature Page of the Agreement to Purchase.

**All parties are responsible for consulting with their own respective attorneys regarding this Sealed Bid Packet and/or any document or transaction relating to the Property.**

**Sealed Bid Deadline:**  
5:00 o'clock p.m. (MDT)  
on Wednesday, May 25, 2022

## AGREEMENT TO PURCHASE

This Agreement to Purchase (this "**Agreement to Purchase**") is executed by the parties(s) signing as Buyer(s) (hereinafter "**Buyer**", whether one or more) on the signature page of this Agreement to Purchase (the "**Signature Page**") in connection with a sealed bid auction (the "**Auction**") conducted by Schrader Real Estate and Auction Company, Inc. ("**Auction Company**"), on behalf of BOKF, N.A., as Trustee of The Robert W. Emanuel and Byrdie L. Emanuel Revocable Trust ("**Seller**"), with respect to certain real estate in Chouteau County, Montana put up for bids as two tracts identified as follows:

- Tract 1:** Approximately 480(±) acres of land, being the S/2 & S/2 N/2 of Section 9-T27N-R5E in Chouteau County, Montana, together with the improvements and permanent fixtures presently existing on said land ("**Tract 1**").
- Tract 2:** Approximately 640(±) acres of land, being all of Section 10-T27N-R5E in Chouteau County, Montana ("**Tract 2**").

Buyer acknowledges having received the entire Sealed Bid Packet prepared for this Auction ("**Sealed Bid Packet**"), including the Bidder Instructions, the form of this Agreement to Purchase, the form of Seller's Addendum and the Preliminary Title Evidence. This "**Agreement**" collectively refers to the terms of this Agreement to Purchase and the terms of the Seller's Addendum in the form included in the Sealed Bid Packet ("**Seller's Addendum**"), which terms are incorporated herein by reference.

Buyer's execution and delivery of this Agreement, with the Bid Amount written on the Signature Page, constitutes an offer (this "**Offer**") to purchase the particular auction tract(s) designated as the included tract(s) on the Signature Page, being the real estate identified by reference to the same tract number(s) in the tract descriptions above (the "**Purchased Tract(s)**", whether one or both).

NOW, THEREFORE, Buyer offers and agrees to purchase from Seller and Seller (upon execution and delivery of Seller's acceptance) agrees to sell to Buyer the Property (as defined below) in accordance with and subject to the following terms and conditions:

1. **Subject of Agreement; Property.** The property to be conveyed and acquired pursuant to this Agreement (the "**Property**") consists of the land comprising the Purchased Tract(s), together with all buildings, improvements and permanent fixtures, if any, presently existing on said land; *provided, however*, notwithstanding the foregoing definition, the "**Property**" to be acquired by Buyer does not include any item or property interest that is specifically excluded (or specified as not included) according to the express terms of this Agreement. This Agreement applies only to the Purchased Tract(s) designated on the Signature Page of this Agreement. Any provision of this Agreement that refers to a specific auction tract that is not one of the Purchased Tract(s) shall not apply unless and except to the extent that such provision also pertains to or affects the sale and/or conveyance of the Purchased Tract(s).

2. **Minerals.** The Property acquired by Buyer pursuant to this Agreement will include Seller's interest, if any, with respect to the minerals appurtenant to the Purchased Tract(s). However, no promise, representation or warranty is or will be made as to the existence or value of any minerals or the nature or extent of Seller's interest therein. Seller has no obligation to provide any title insurance, title opinion or other title evidence with respect to minerals. The meaning of the term "**Property**", as used throughout this Agreement, shall be interpreted to exclude any previously-severed interest in minerals not currently owned by Seller.

3. **Purchase Price.** The purchase price for the Property (the "**Purchase Price**") consists of the amount in U.S. Dollars which is written as the Bid Amount on the Signature Page (the "**Bid Amount**"), plus a Buyer's Premium equal to four percent (4.0%) of the Bid Amount; *provided, however*, at the time of Closing, the Purchase Price shall be adjusted (based on surveyed acres) if and only if an adjustment is applicable in accordance with the provisions of Section 9 below. **THE 4% BUYER'S PREMIUM IS AUTOMATICALLY ADDED TO THE BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.** Prior to the Closing, Buyer shall deliver Good Funds to the Escrow Agent in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less applied Earnest Money and any other credits due Buyer as provided in this Agreement. "**Good Funds**" means immediately available funds delivered by confirmed wire transfer to an account designated by the Escrow Agent.

4. **Earnest Money.** With this Offer, Buyer shall deliver an earnest money deposit ("**Earnest Money**") payable to the Escrow Agent in an amount not less than ten percent (10%) of the Bid Amount. Upon Seller's acceptance of this Offer, the Earnest Money shall be delivered to the Escrow Agent to be held in escrow and applied towards the payment of the Purchase Price at Closing. "**Escrow Agent**" refers to Chouteau County Abstract Company, 910 13th St., Fort Benton, Montana 59442 (Tel: 406-622-3221).

5. **Delivery of Title.** Seller shall furnish at Seller's expense, and shall execute and deliver at Closing, a deed conveying the Property to Buyer, subject to the Permitted Exceptions. The Property shall be conveyed by Trustee's Special Warranty Deed limited to the time Seller was in title and limited to the lesser of the net proceeds received by Seller for the Property or the assets in the trust at the time the claim is conclusively determined.

6. **Delivery of Possession.** Delivery of possession of the Property to Buyer shall be effective as of the completion of the Closing. As an update to the marketing materials, delivery of possession will not be subject to the rights of current tenants.

7. **Pre-Closing Access.** Buyer may elect to begin farming activities prior to Closing in accordance with and subject to the terms and conditions of the Pre-Closing Access Addendum included in the Sealed Bid Packet. For pre-closing access, Buyer must sign and deliver the Pre-Closing Access Addendum and deliver the Additional Earnest Money and proof of insurance in accordance with the terms thereof.

8. **Personal Property.** Seller shall have no obligation before or after Closing with respect to any items of personal property on the Property. All personal property shall remain with the Property and Seller has no obligation to remove or dispose of any personal property, nor bear any costs relating to said personal property. Buyer agrees to acquire the Property at Closing notwithstanding the presence of any items of personal property on the Property at the time of Closing. Upon Buyer's acquisition of the Property, Buyer shall be responsible for said personal property. However, the meaning of the term "**Property**" as used throughout this Agreement shall be interpreted to exclude (and the Conveyance Requirements shall not apply to) any personal property.

9. **Survey.** It is expected that the Property will be conveyed using the existing legal description(s) without obtaining a new post-Auction survey. In an event, a new post-Auction survey of the Property shall be obtained prior to Closing *if and only if*: (a) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (b) a new survey is otherwise deemed necessary or appropriate by Seller in Seller's sole discretion. If a new survey is obtained, the survey shall be ordered by an agent of the Seller and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. Any survey of adjacent tracts purchased in combination will show the perimeter boundaries of the surveyed land but shall not show interior tract boundaries. If a new survey is obtained in accordance with the provisions of this Agreement: (i) the cost of such survey shall be shared equally (50:50) by Seller and Buyer; and (ii) the Purchase Price shall be adjusted proportionately to reflect any difference between the advertised acre estimate(s) (as stated in the marketing materials and this Agreement) and the gross acres shown in the survey, ***but only if the difference exceeds one (1) acre.***

10. **Preliminary Title Evidence.** Buyer acknowledges having received, prior to making this Offer, a copy of the preliminary title insurance schedules (preliminary schedules A, BI & BII) prepared by Chouteau County Abstract Company, dated April 28, 2022 and identified by reference to File Number 30917-002, together with copies of all recorded documents referenced in the preliminary schedule BII (collectively, the "**Preliminary Title Evidence**"). The Preliminary Title Evidence is included in the Sealed Bid Packet and has been posted to the Auction website ([www.schraderauction.com/auctions/8155](http://www.schraderauction.com/auctions/8155)). Buyer agrees to acquire the Property at Closing subject to and notwithstanding all matters referenced in the Preliminary Title Evidence (except Liens, if any). "**Liens**" refers to, collectively, any/each mortgage, deed of trust, collateral assignment of rents, judgment lien and/or other monetary obligation attaching as a lien against the Property other than a lien for Taxes not yet due and payable.

11. **Final Title Commitment.** As a condition precedent to Buyer's obligation to acquire the Property at Closing, Buyer has the right to receive a commitment, to be furnished by Seller and dated after this Agreement, for the issuance of an ALTA standard coverage owner's title insurance policy insuring fee simple title to the Property in the name of Buyer for the amount of the Purchase Price, free and clear of Liens and any other material encumbrance that does not constitute a Permitted Exception ("**Final Title Commitment**"). Unless otherwise mutually agreed in writing, the Final Title Commitment shall be prepared by the same company that prepared the Preliminary Title

Evidence. Buyer agrees to accept the Final Title Commitment furnished by Seller notwithstanding: (a) standard exceptions, conditions and requirements; (b) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; (c) any specific or general exception or exclusion with respect to minerals; and/or (d) any matter listed, described or revealed in the Final Title Commitment that constitutes a Permitted Exception.

12. **Owner's Title Policy.** If the Buyer elects to purchase a standard coverage ALTA Owner's Title Policy, Seller at Closing shall give Buyer a credit against the Purchase Price equal to the lesser of the premium paid by Buyer for a standard coverage ALTA Owner's Title Policy or \$1,500 ("**Owner's Title Policy**"). Seller shall not purchase the standard coverage ALTA Owner's Title Policy for Buyer nor shall Seller provide a credit for the cost of any extended or special coverage, lender's coverage and/or title insurance endorsements. Subject to the terms and conditions of this Agreement, Seller shall reasonably cooperate with respect to the satisfaction of the requirements for issuing the Owner's Title Policy, as set forth in the Final Title Commitment. Buyer is responsible for the satisfaction of any title insurance requirement pertaining to Buyer or the proposed insured or any obligation of Buyer or the proposed insured or any title insurance requirement that can only be (or that reasonably should be) satisfied by Buyer as opposed to Seller (each a "**Buyer-Related Requirement**"). Seller shall have no obligation with respect to and Buyer's obligations are not contingent upon: (i) the satisfaction of any Buyer-Related Requirement; or (ii) the availability or issuance of any extended or special title insurance coverage, any title insurance endorsement or any other title insurance product other than the Final Title Commitment for the issuance of the Owner's Title Policy as described in this Agreement. Seller shall have no obligation with respect to the satisfaction of any title insurance requirement or condition that is contrary to or inconsistent with the provisions of this Agreement.

13. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, the Final Title Commitment, any title insurance and any survey subject to and notwithstanding any of the following matters (each a "**Permitted Exception**" and collectively the "**Permitted Exceptions**"): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements (and any utility easements serving the Property, whether or not visible or apparent); (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line, field line, ditch line or other visible occupancy or occupancy line; (e) any lien for Taxes not yet due and payable; (f) local ordinances, zoning laws and regulations or orders of municipal and/or other governmental authorities; (g) private building and use restrictions of record; (h) set back and building lines; (i) any outstanding reservations, severances and/or other rights with respect to minerals; (j) any recorded oil and/or gas lease, whether active or not; (k) the provisions of this Agreement and any matter disclosed in this Agreement; (l) all environmental issues; (m) any easement, covenant, condition, restriction and/or other matter appearing of record and affecting the Property (except Liens, if any); and (n) all easements, conditions, restrictions, reservations and/or other matters affecting the Property (except Liens, if any) disclosed, identified or listed as exceptions in the Preliminary Title Evidence, whether or not appearing of record.

14. **Conveyance Requirements.** Buyer's obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following conditions and requirements (collectively, the "**Conveyance Requirements**"): (a) that Seller is able to convey fee simple title to the Property, free and clear of any material encumbrance that does not constitute a Permitted Exception; (b) that Seller is able to deliver possession of the Property in accordance with the terms of this Agreement (subject to the Permitted Exceptions); (c) that Buyer has received the Final Title Commitment in accordance with the terms of this Agreement confirming that, upon satisfaction of the requirements set forth therein, except if any of said requirements are inconsistent with the provisions of this Agreement, the title insurance company will issue a standard coverage owner's title insurance policy insuring fee simple title to the Property in the name of Buyer for the amount of the Purchase Price, free and clear of any material encumbrance that does not constitute a Permitted Exception; and (d) that the title agent/escrow agent administering the Closing has confirmed that all requirements for issuing such owner's title insurance policy have been or will be satisfied; provided, however, Buyer is responsible for satisfying (and Buyer's obligations are not contingent upon the satisfaction of) any Buyer-Related Requirement as defined above. For purposes of this Agreement, the title to the Property shall be deemed sufficient and marketable if Seller is able to convey the Property in conformance with the Conveyance Requirements. If Seller is unable to convey the Property in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of said condition,

but not a Seller default; and (ii) either party may terminate this Agreement prior to Closing by written notice to the other; *provided, however*, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the time for Closing, in order to cure such nonconformity, for a period of up to 60 days from the later of the effective date of such notice or the targeted Closing date stated in Section 16 below. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer's sole and exclusive remedy.

15. **Conditions to Closing.** Buyer's obligation to purchase and acquire the Property at Closing is not contingent upon any further inspection, investigation or evaluation of the Property or upon Buyer's ability to obtain any loan or permit. Buyer's obligation to purchase and acquire the Property at Closing is not contingent upon the satisfaction of any condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement (including the condition that Seller is able to convey the Property in conformance with the Conveyance Requirements).

16. **Closing.** Subject to the terms and conditions of this Agreement, the final delivery and exchange of documents and funds in connection with the consummation of the sale and purchase of the Property in accordance with this Agreement ("**Closing**") shall occur ***on or before July 11, 2022*** or as soon as possible after said date upon completion of the survey, the Final Title Commitment and Seller's closing documents; *provided, however*, if for any reason the Closing does not occur on or before July 11, 2022 then, subject only to the satisfaction of the conditions described in Section 15 above, Buyer shall be obligated to close on a date specified in a written notice from Seller or Seller's agent to Buyer or Buyer's agent which date must be: (a) at least 7 days after the effective date of such notice; and (b) at least 7 days after completion of the survey and the Final Title Commitment. Unless otherwise mutually agreed in writing, the Closing shall be held at and/or administered through the office of the Escrow Agent.

17. **Seller's Expenses.** The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) the cost of releasing any Liens, if any, and recording the releases; (b) one-half of the fee charged by the Escrow Agent to administer a cash closing; (c) one-half of the cost of any survey obtained in accordance with this Agreement; (d) the cost of preparing Seller's transfer documents, including the deed; (e) any sums due Auction Company in connection with this transaction; (f) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (g) any expense normally charged to a seller at closing and not specifically charged to Buyer in this Agreement.

18. **Buyer's Expenses.** The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Escrow Agent prior to Closing: (a) any expense paid at Closing in connection with a loan obtained by Buyer, including any loan commitment fees, document preparation fees, recording fees and/or lender's title examination fees; (b) one-half of the fee charged by the Escrow Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) one-half of the cost of any survey obtained in accordance with this Agreement; (d) the cost of issuing any standard coverage ALTA Owner's Title Insurance Policy, including title insurance premiums and the cost of any extended or special title insurance coverage, lender's coverage and/or title insurance endorsements; (e) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (f) any closing expense that is customarily charged to a purchaser and is not specifically charged to Seller in this Agreement; and (g) any other expense that is not allocated to Seller according to the terms of this Agreement.

19. **Prorated Taxes.** General property taxes and any special assessments that have been or will be assessed against the Property ("**Taxes**") shall be prorated and paid as follows: (a) Seller shall pay the Taxes attributed to the period up to and including the day of Closing; (b) Buyer shall pay the Taxes attributed to the period after Closing to the extent attributed to the Property; and (c) any unpaid Taxes due at the time of Closing shall be collected from the proper party(ies) at Closing and paid directly to the appropriate tax collection office; *provided, however*, if the Taxes for the calendar year in which the Closing occurs (and/or any prior year) are not ascertainable and payable at the time of Closing: (i) such Taxes shall be estimated for each such year based on the amount last billed for a calendar year; (ii) the total amount thus estimated ("**Estimated Taxes**") shall be allocated in like manner, consistent with the foregoing provisions; and (iii) Seller's share of the Estimated Taxes, to the extent attributed to the Property, shall be paid via credit against the sums due from Buyer at Closing. Buyer shall then pay all Taxes when



due after Closing. Any shortage or surplus with respect to the estimated amount credited by Seller at Closing shall be paid or retained by or refunded to Buyer, with no further settlement or adjustment after Closing.

20. **Risk of Loss.** The Property shall be conveyed at Closing in substantially its present condition and Seller assumes the risk of loss and damage until Closing; *provided, however,* Buyer shall be obligated to acquire the Property notwithstanding the occurrence of any of the following prior to Closing: (a) normal use, wear and tear; (b) loss or damage that is repaired prior to Closing; and (c) loss covered by Seller's insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss.

21. **Remedies; Buyer Default.** As used herein, the term "**Buyer Default**" refers to any defect or default with respect to delivery of the Earnest Money (including nonpayment or dishonor of any check) and/or the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Buyer's obligation(s) under this Agreement. In the event of a Buyer Default, the following provisions shall apply:

(a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Bid Amount. Upon Seller's demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that, in the event of a Buyer Default, the amount of Seller's damages would be uncertain and difficult to ascertain and that 10% of the Bid Amount is fairly proportionate to the loss likely to occur due to a Buyer Default. If this liquidated damages provision is adjudicated as unenforceable, Seller may recover and Buyer agrees to pay actual damages (plus expenses and attorney fees).

(b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller's demand, Buyer shall execute and deliver to the Escrow Agent an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to any other recovery, all expenses, including reasonable attorney fees, thereafter incurred by Seller in seeking to enforce any right or remedy.

(c) Without limiting the foregoing provisions, Seller's remedies in the event of a Buyer Default shall include the right to terminate Buyer's right to acquire the Property under this Agreement (without prejudice to Seller's right to recover damages, including liquidated damages as provided above) by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Property free and clear of any right or claim of Buyer whatsoever.

22. **Remedies; Seller Default.** The term "**Seller Default**" refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller's obligation(s) under this Agreement; *provided, however,* if Seller is unable to convey the Property in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Section 14 above, and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; and (b) upon such demand and Buyer's receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time.

23. **Remedies; General.** Notwithstanding any other provision, if this transaction fails to close, the Escrow Agent is authorized to hold the Earnest Money until it receives either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. In the event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Property, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys' fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

24. **Notices.** A notice given to a party under this Agreement shall be in writing and sent to the party's notification address (as provided below) via any overnight delivery service provided by USPS, FedEx or UPS that includes proof of delivery. A legible PDF copy of the notice shall be sent to any email address(es) provided with the party's notification address in this Agreement; *provided, however*, a Closing date notice sent by or on behalf of Seller pursuant to Section 16 above may be sent either: (a) in accordance with the foregoing provisions; or (b) solely by email (with or without a separate writing or attachment). **A copy of any notice shall be sent to the Auction Company via email to: [Brent@schraderauction.com](mailto:Brent@schraderauction.com).** A notice shall be effective immediately as of the first day on which the notice has been sent in accordance with the requirements of this Section (regardless of the date of receipt). Subject to each party's right to change its notification address (by giving notice of such change to all other parties), the parties' notification addresses are as follows:

If to Seller: BOKF, NA, Attn: Garet Thompson, PO Box 24128, Oklahoma City, OK 73124  
With PDF copies via email to: [garet.thompson@bokf.com](mailto:garet.thompson@bokf.com)

If to Buyer: The Buyer's mailing address (and email address, if any) provided on the Signature Page.

25. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or any part of the Property as part of an exchange under §1031 of the Internal Revenue Code ("**Exchange**"). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party's Exchange.

26. **Disclosure of Agency Relationships.** The Auction Company and the auction manager, Brent Wellings, are Seller Agents and are acting solely on behalf of, and exclusively as the agents for, the Seller. **By signing this Agreement, Buyer hereby acknowledges that the agency relationships of the Auction Company and auction manager (as *Seller Agents*) have been identification and disclosed in the marketing materials, in the Bidder Instructions and in this Agreement.** Seller previously received and signed a real estate broker relationship disclosure and consent form provided by the Auction Company.

27. **Sales Commission.** The commission due Auction Company shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Auction Company from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Property as a result of Buyer's dealings with such other broker or person.

28. **Execution Authority.** With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals ("**Entity**") identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such Entity jointly and severally represent that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.

29. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that no assignment by Buyer (other than an assignment to a qualified intermediary or accommodation titleholder in connection with an Exchange) shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.

30. **Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it is used throughout this Agreement. As used throughout this Agreement, the word "including" shall be construed as "including but not limited to". Time is of the essence of this Agreement. All provisions of this Agreement shall survive the Closing unless and except as otherwise provided or required by the express terms of this Agreement. This Agreement contains the entire

agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver. If any provision of this Agreement conflicts with any other statement in the Sealed Bid Packet or any statement in the auction brochure or other marketing materials, the provision of this Agreement shall control. If any provision of this Agreement to Purchase conflicts with any provision of Seller's Addendum, the provision of Seller's Addendum shall control. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® or dotloop® shall have the same effect as the delivery of an original signature.

**31. Buyer's Acknowledgment of Certain Disclosures and Disclaimers.** Buyer acknowledges and agrees that:

(a) Prior to submitting this Offer, Buyer received the entire Sealed Bid Packet, including the Preliminary Title Evidence described in Section 10 above.

(b) Information booklets (as updated from time to time during the marketing period) have been provided to prospective buyers in printed form and/or via download from the auction website. The information booklets include information obtained or derived from third-party sources, including soils map, topo contours map, property tax statement, FSA information and expired CRP contract. Such information has been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, the Seller and Auction Company disclaim any warranty or liability for the information provided.

(c) Buyer's obligations under this Agreement are not contingent upon the results of any further inspection, investigation or evaluation of the character or condition of the Property or its suitability for any particular use or purpose. Buyer is responsible for having completed all such inspections, investigations and evaluations prior to submitting this Offer. Buyer acknowledges (and represents to Seller) that Buyer has either completed all such inspections, investigations and evaluations or has knowingly and willingly elected to purchase the Property without having done so. In either case, Buyer assumes all risks and agrees to purchase and acquire the Property ***"AS IS, WHERE IS"*** and ***without any warranty of any kind as to its character or condition or its suitability for any particular use or purpose.***

(d) Without limiting the foregoing provisions, Seller, Auction Company and their respective agents and representatives disclaim any promise, representation or warranty as to: (i) acreages; (ii) zoning matters; (iii) environmental matters; (iv) water rights; (v) the availability or location of any utilities; (vi) the availability of any permit (such as, but not limited to, any building permit, zoning permit or highway/driveway permit); (vii) whether or not the Property is qualified or suitable for any particular use or purpose; and/or (viii) the accuracy of any third party reports or materials provided in connection with this Agreement and/or the marketing of the Property and/or the Auction.

(e) Seller shall have no obligation before or after Closing with respect to (and Buyer's obligations under this Agreement are not contingent upon obtaining) any permit or approval that Buyer may need in connection with any prospective use, improvement or development of the Property. Buyer acknowledges that Seller has not agreed to perform any work on or about the Property before or after Closing.

(f) The auction tract map provided in the auction brochure and other marketing materials was created using digital mapping data and software, without the benefit of a survey. The auction tract map is an approximation and is provided for identification and illustration purposes only. It is not provided as a survey product and it is not intended to depict or establish authoritative boundaries or locations. Buyer is agreeing to purchase the Property without the benefit of a pre-auction survey. If a dispute arises prior to Closing as to the location of any boundary affecting the Property, Auction Company may terminate this Agreement by giving written notice of termination to Buyer (but only with the consent of Seller). In the event of such termination, the Earnest Money shall be refunded to Buyer and the Property may be re-sold free and clear of any claim of Buyer. In lieu of such termination, Seller may elect instead to enforce this Agreement according to its terms.

(g) The advertised acre estimates, as shown in this Agreement, are approximate and have been estimated based on the county's property tax parcel data, without the benefit of a survey. As an update to the marketing

materials, the FSA records show 896.68 “cropland” acres. No warranty or authoritative representation is made as to the number of gross acres, tillable acres or cropland acres included with the Property.

(h) If this purchase includes Tract 1, Buyer acknowledges that the old structure on Tract 1 formerly used as a residence is not habitable and is not offered as a dwelling. Buyer acknowledges that it has been afforded an opportunity to inspect the Property and Seller has provided Buyer with a Lead Paint Disclosure for the Property, and based upon Buyer’s inspection of the Property and review of any disclosure form provided by Seller, hereby accepts the Property “as is”, in its existing condition subject to all existing hazards to persons or property – whether natural or manmade.

(i) If this purchase includes Tract 1, Buyer specifically acknowledges that Section 8 above applies to the old farm implements and other miscellaneous items of personal property currently located on Tract 1.

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

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

(l) NOXIOUS WEEDS DISCLOSURE: Buyer of property in the State of Montana should be aware that some properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an owner of property, contract either your local County extension agent or Weed Control Board.

**32. Offer and Acceptance.** Buyer’s execution and delivery of this Offer constitutes an offer to purchase the Property which may be accepted or rejected by Seller for any reason in the Seller’s sole discretion and, if accepted by Seller, shall constitute a binding purchase contract between Seller and Buyer for the sale and purchase of the Property in accordance with the terms and conditions set forth herein. This Offer shall be treated as having been accepted by the Seller only if Seller’s acceptance is signed by Seller on the Signature Page. This Offer shall be treated as having been rejected by the Seller only if: (a) Seller has given written notice of rejection to the Buyer; (b) the Earnest Money has been returned to Buyer prior to Seller’s acceptance; (c) Seller has accepted another offer for all or any part of the Property; or (d) Seller has failed to accept this Offer within the time specified in Section 34 below.

**33. Multiple Offers and Alternative Bidding.** This Section applies if the undersigned bidder submits or has submitted any other offer (in addition to this Offer) with respect to a different set of one or more tract(s). If “Multiple Alternative Bids” is indicated on the Signature Page, this Offer may not be accepted if Seller accepts or intends to accept any other offer submitted by the undersigned Buyer with respect to a different tract or combination. Otherwise, this Offer may be accepted regardless of Seller’s acceptance or rejection of any other offer submitted by the undersigned Buyer.

**34. Expiration of Offer; Acceptance Deadline.** This Offer expires unless it is accepted by Seller on or before 11:59 o’clock p.m. (MDT) on **Thursday, June 9, 2022.**

[The remainder of this Agreement is contained in the immediately-following Signature Page.]

[Signature Page]

IN WITNESS WHEREOF, Buyer offers and agrees to purchase the particular tract(s) designated as the included tract(s) in the table below for the amount of the Purchase Price written below. Buyer's initials or mark in the "Yes" column in the table below indicate tract(s) that is/are included as part of the Property for purposes of this Offer and Agreement.

	Included as part of the Property for purposes of this Offer:	
	Yes	No
<i>Instructions to Bidder:</i> Write your initials or place your mark in the "Yes" column next to the tract(s) that you are offering to purchase pursuant to this Offer. If you do not intend to include both tracts in this Offer, you may write your initials or place your mark in the "No" column next to the excluded tract and/or you may strike or cross out the reference to the excluded tract.		
<b>Tract 1:</b> 480(±) acres in S/2 & S/2 N/2 Sec. 9-T27N-R5E, Chouteau County, Montana.		
<b>Tract 2:</b> 640(±) acres in Sec. 10-T27N-R5E, Chouteau County, Montana.		

**Bid Amount for the Included Tract(s):** \$ \_\_\_\_\_

**THE PURCHASE PRICE IS THE BID AMOUNT WRITTEN ABOVE PLUS A BUYER'S PREMIUM EQUAL TO FOUR PERCENT (4%) OF THE BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE FOR THE PROPERTY.**

*Instructions to Bidder:* See Section 33 above, regarding "Multiple Offers and Alternative Bidding", and check one of the following:

- No Other Bids:** The undersigned bidder is not submitting any other offer concurrently with this Offer.
- Multiple Alternative Bids:** This Offer may not be accepted by Seller if Seller accepts or intends to accept any other offer submitted by the undersigned bidder with respect to a different set of one or more tract(s).
- Multiple Independent Bids:** This Offer may be accepted by Seller regardless of Seller's acceptance or rejection of any other offer submitted by the undersigned bidder.

Instructions for use of **POWER OF ATTORNEY**, if applicable:  
 The following instructions apply if any person is signing below as an agent for the Buyer (principal) pursuant to a Power of Attorney (POA) authorizing such agent to sign on behalf of the Buyer (principal):

1. The POA must contain a provision that the principal agrees to and shall be bound by all the terms and conditions of the purchase documents. If the POA fails to contain such a provision, the POA will be subject to review by Seller and the purchase documents may not be accepted by Seller.
2. The principal shall be identified by name as the "Buyer", below.
3. The person signing below shall be identified by name as "agent" for the named Buyer (principal).
4. A copy of the POA shall be provided to Seller when the purchase documents are presented to Seller for acceptance.

**Buyer acknowledges that the Auction Company and auction manager are Seller Agents**

**SIGNATURE OF BUYER:** On the \_\_\_\_\_ day of May, 2022, this Agreement is signed by the undersigned, constituting the "Buyer" for purposes of this Agreement:

\_\_\_\_\_  
**Printed Name(s) of Buyer(s)** (For a business entity, write the full legal name, the type of entity and the state of incorporation / organization)

\_\_\_\_\_  
**Signature(s)** of Buyer(s) or agent signing on behalf of Buyer(s)

*If signing as an agent:*

Printed name of signor/agent: \_\_\_\_\_  
 Signing capacity:  authorized officer of corp.  authorized member/manager of LLC  Power of Attorney  
 other (specify): \_\_\_\_\_

\_\_\_\_\_  
 (Buyer's Address) (City, State, Zip)

\_\_\_\_\_  
 (Buyer's Telephone Number) (Buyer's Email Address)

\_\_\_\_\_  
 (Buyer's Lender, if any, and Lender Contact Info.)

Buyer intends or desires to take title as follows: \_\_\_\_\_

**ACCEPTED BY SELLER** on May \_\_\_\_\_, 2022:  
 BOKF, N.A., as Trustee of The Robert W. Emanuel and Byrdie L. Emanuel Revocable Trust, by:

Sign: \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Office/Title: \_\_\_\_\_

**RECEIPT OF EARNEST MONEY:**

Amount received: \$ \_\_\_\_\_  
 Date received: \_\_\_\_ / \_\_\_\_ / 2022  
 Chouteau County Abstract Company, by:

Sign: \_\_\_\_\_  
 Print: \_\_\_\_\_

**SELLER'S ADDENDUM**

This Addendum supplements and is attached to and made a part of a certain Agreement to Purchase executed concurrently herewith (the "Agreement to Purchase") by and between the undersigned Buyer(s) (hereinafter referred to as "Buyer", whether one or more) and the undersigned BOKF, N.A., as Trustee of The Robert W. Emanuel and Byrdie L. Emanuel Revocable Trust ("Seller"), in connection with the sealed bid auction conducted on behalf of Seller with a sealed bid deadline of May 25, 2022, and pursuant to which Buyer has agreed to purchase from Seller certain real estate in Chouteau County, Montana, being one or both of the tracts put up for bids, as designated in the Agreement to Purchase (the "Property"), all in accordance with and subject to the terms and conditions of the Agreement to Purchase and all addenda thereto, including this Addendum (collectively, the "Agreement"). The terms of the Agreement (other than this Addendum) are hereby supplemented, amended and modified in accordance with this Addendum, as follows:

1. Seller is acting as a fiduciary in the course of the administration of a guardianship, conservatorship, trust, or decedent's estate. The Agreement is executed by Seller, strictly in its fiduciary capacity, and Seller shall have no liability whatsoever in its separate corporate &/or individual capacity on any agreement contained in the Agreement.
2. The conveyance of the Property will include the minerals and mineral rights appurtenant to the Property to the extent currently owned by Seller (if any). However, no promise, warranty or representation is, has or will be made as to the existence or value of any minerals or the nature or extent of Seller's interest therein.
3. Buyer acknowledges that Buyer is purchasing the Property in its present condition, "AS IS, WHERE IS", subject to any current leases, conservation agreements, zoning, restriction limitations, flooding, environmental conditions and/or latent, patent, known or unknown defects, if any. Buyer acknowledges that the risks assumed by the Buyer have been taken into account by Buyer in determining the purchase price Buyer was willing to pay for the Property.
4. Seller states that Seller has never occupied the Property and Seller makes no disclosures concerning the condition of the Property. Buyer acknowledges that Seller and Seller's agents are making no representation or warranty, either express or implied, concerning the past or present condition of the Property or any improvements, components, fixtures, equipment or appliances in or on the Property.
5. The Buyer represents to Seller that Buyer was urged to carefully inspect the Property and any improvements, components, environmental conditions, fixtures, equipment or appliances in or on the Property and, if desired, to have the Property inspected by an expert. Buyer acknowledges that Buyer was responsible for conducting Buyer's own independent inspections, investigations, inquiries, and due diligence concerning the Property. Buyer shall indemnify, defend and hold Seller harmless from any and all loss, cost, expense, damage, liability, mechanics' or materialmen's lien or claim of lien, action or cause of action, including without limitation reasonable attorneys' fees, arising from or relating to any and all inspections, studies, investigations or entries upon the Property by Buyer or Buyer's agents or representatives and all other claims pertaining to or in any way relating to the Contract. Such indemnity shall expressly survive closing or any termination of the Agreement, if no Closing occurs and the Agreement is terminated.

BUYER'S INITIALS: \_\_\_\_\_

SELLER'S INITIALS: \_\_\_\_\_

6. It is agreed and understood that Buyer shall not have the right to assign the Agreement to a third party without the Seller's prior written consent, which consent shall not be unreasonably withheld.
7. It shall not be considered Default under the terms of the Agreement if Seller's Title defects cannot be corrected for less than \$5,000.00. Likewise, Buyer may not seek specific performance in the event that Seller's Title defects cannot be corrected for less than \$5,000.00.
8. Notwithstanding any other provision of the Agreement, Seller shall be obligated only to convey a merchantable title by PERSONAL REPRESENTATIVE and/or EXECUTOR'S DEED without warranty or a TRUSTEE'S SPECIAL WARRANTY DEED limited to (a) the time Seller was in title and (b) the lesser of the net proceeds received by Seller for the Property or the assets in the Trust at the time the claim is conclusively determined, (and such affidavits, agreements and evidence of authority as reasonably required by the Title Company), as applicable, conveying to Buyer all of Seller's respective right, title and interest in the Property so as to enable Buyer to acquire the fee simple title in and to the Property, subject to, without limitation, all apparent and visible uses and Easements, Permitted Exceptions, all matters of record affecting title to the Property, any outstanding oil, gas, or other mineral deeds, leases or agreements, all matters which a current survey of the Property would indicate, any and all encumbrances against the Property, and the rights of tenants, if any, on the Property.
9. This Agreement may be subject to the approval of the Court and/or the Internal Trust Committee of the Seller. In the event the Court and/or the Internal Trust Committee does not approve this Agreement within ten (10) business days, Seller may cancel and terminate this contract by notice in writing to Buyer.
10. Buyer represents that Buyer is not a director, officer, employee, or a family member of a director, officer, or employee of BOK Financial, or any of its subsidiaries, nor is Buyer acting on behalf of any such officer, director, employee or family member.
11. Buyer represents that Buyer is not: (a) a person, group, entity, or nation named by any Executive Order or the United States Treasury Department, through OFAC or otherwise, as a terrorist, "Specially Designated National", "SDN", "Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by OFAC or another department of the United States government, (b) Buyer is not acting on behalf of any such person, group, entity, or nation, and (c) Buyer is not engaged in this transaction on behalf of, or instigating or facilitating this transaction on behalf of, any such person, group, entity or nation.
12. If closing services are to be paid by Seller, Seller reserves the right to choose title, abstract, or other appropriate agents. Closing will not occur until proceeds are available to be paid to Seller in cash or immediately available funds. Seller reserves the right to conduct its portion of the closing via overnight mail and electronic transfer of funds.
13. Real estate taxes shall be prorated to the closing date based on the last available tax bill. All prorations are final.
14. Any broker's commission due shall be earned and payable only if and when the sale of the

BUYER'S INITIALS: \_\_\_\_\_

SELLER'S INITIALS: \_\_\_\_\_

Property is closed pursuant to the Contract. The rate of commission is as agreed in the listing agreement with broker and shall be paid by the closing agent as directed by Seller.

- 15. Buyer may not seek specific performance or any other legal or equitable remedies against Seller.
- 16. This Contract may be subject to the approval of the Internal Trust Committee of the Seller. In the event the Internal Trust Committee of Seller does not approve this Contract within ten (10) business days, Seller may cancel and terminate this Contract by notice in writing to Buyer and Buyer's Earnest Money will be returned, as Buyer's sole remedy and Buyer shall have no enforceable rights under the Contract.
- 17. Seller's insurance is to be canceled upon closing of sale.
- 18. This Addendum, upon its execution by both parties, is made an integral part of the Agreement. If there is any conflict between this Addendum and any provision of the Agreement, this Addendum shall be considered the governing document and all other provisions of the Agreement not in conflict with this Addendum shall remain in full force and effect.

Executed on the date(s) indicated below.

**BUYER:**

Printed Name(s) of Buyer(s):

\_\_\_\_\_  
[By:]

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

BOKF, N.A., as Trustee of The Robert W.  
Emanuel and Byrdie L. Emanuel Revocable Trust,  
by:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Office/Title: \_\_\_\_\_

Date: \_\_\_\_\_



## PRE-CLOSING ACCESS ADDENDUM

(Applies only if Buyer elects to have pre-closing access.)

This Addendum is executed in connection with an Agreement to Purchase and Seller's Addendum (collectively, the "Purchase Agreement") pursuant to which the undersigned Buyer(s) (hereinafter "Buyer", whether one or more) has/have agreed to purchase from BOKF, N.A., as Trustee of The Robert W. Emanuel and Byrdie L. Emanuel Revocable Trust ("Seller"), the real estate identified in the Purchase Agreement (the "Property"), being one or more of the tracts located in Chouteau County, Montana and put up for bids via sealed bid auction with an advertised bid deadline on May 25, 2022.

- Grant of License.** Upon execution of the Purchase Agreement and this Addendum and prior to Buyer's acquisition of title pursuant to the Purchase Agreement at closing (the "Closing"), Buyer shall have a license to enter upon the Property (excluding any building) for the sole and limited purpose of conducting Authorized Activities on that part of the Property now comprised of tilled cropland (within existing field lines), subject to the terms and conditions of this Addendum. This Addendum grants only a limited, temporary license under the terms and conditions stated herein. Nothing herein shall be construed to create or convey (and Buyer hereby disclaims) any leasehold interest, right of exclusive possession, or other legal or equitable interest in the Property by virtue of this Addendum.
- Authorized Activities.** As used herein, the term "Authorized Activities" refers to normal crop farming activities (within existing field lines), including soil testing, fertilizer application, tillage and/or otherwise preparing for and/or planting the Spring 2022 crop, whether conducted by Buyer or Buyer's employee(s), independent contractor(s), agent(s), guest(s) and/or invitee(s). Authorized Activities shall be conducted in compliance with all applicable laws, taking all reasonable measures to prevent injury to person or damage to property. Until the Closing, Buyer shall not: (a) conduct or permit any activities on the Property other than the Authorized Activities; or (b) make any alteration of, change to or improvement on the Property other than alterations and/or changes that are clearly contemplated by the description (and clearly entailed by the performance) of Authorized Activities, as expressly defined above. Buyer assumes responsibility for all expenses incurred in connection with the Authorized Activities.
- Additional Earnest Money.** Buyer shall not conduct any Authorized Activities prior to Closing unless and until Buyer has delivered as additional earnest money a sum equal to 10% of the purchase price due under the Purchase Agreement (the "Additional Earnest Money"), in addition to the earnest money otherwise required under the Purchase Agreement. The Additional Earnest Money shall be delivered to the same escrow agent holding the earnest money otherwise delivered pursuant to the Purchase Agreement, to be held and disbursed pursuant to the same terms and conditions that apply to the earnest money under the terms of the Purchase Agreement.
- Indemnification.** As a material part of the consideration for the license granted herein, Buyer hereby: (a) assumes all risk of Loss (as defined below); (b) waives and releases any claim against Seller for any Loss; and (c) agrees to defend, protect, indemnify and hold harmless Seller from and against (and to the extent paid by Seller, Buyer agrees to reimburse Seller for) any Loss and any and all liabilities, suits, actions, judgments, costs and expenses (including attorneys' fees and expenses) incurred by Seller in connection with any Loss. "Loss" means any injury to or death of any person and/or any damage to or loss of property (whether sustained by Buyer, Seller, or any other person or entity, and whether due to the fault of Buyer or others) directly or indirectly arising out of or resulting from or in any way connected with: (i) the Authorized Activities; (ii) the entry upon the Property by Buyer; (iii) the entry upon the Property by any other person in connection with the Authorized Activities and/or with the express, implied, actual or ostensive permission of Buyer; and/or (d) any breach of or default with respect to any obligation of Buyer under this Addendum. Buyer's obligation under this paragraph shall survive notwithstanding: (A) Buyer's acquisition of the Property at a Closing; (B) the failure of Buyer to acquire the Property for any reason; and/or (C) the termination of the Purchase Agreement and/or this Addendum for any reason. If Buyer consists of more than one individual and/or entity, Buyer's obligations under this paragraph shall be joint and several as between each such individual and/or entity.
- Insurance.** Prior to entry onto the Property, Buyer shall furnish to Seller valid insurance certificates for worker's compensation, general liability, automotive liability and property damage with umbrella coverage in an amount not less than One Million Dollars (\$1,000,000.00) maintained by Buyer. Buyer agrees to maintain said insurance through the date of closing. Maintenance of said insurance is in no manner to be considered a limitation on the indemnity obligations imposed on Buyer herein. This provision shall survive closing or if no closing occurs.
- Buyer's Failure to Acquire Property.** If for any reason Buyer fails to acquire the Property pursuant to the Purchase Agreement: (a) the rights of Buyer under this Addendum shall terminate immediately and automatically as of the earliest time that Seller is no longer obligated to sell the Property pursuant to the terms of the Purchase Agreement; and (b) Buyer shall not be entitled to any reimbursement for Buyer's time, expenses and/or inputs in connection with any Authorized Activities.
- Additional Limitations and Conditions.** This Addendum shall not be recorded. The rights granted to Buyer in this Addendum may not be assigned, sold, transferred, leased, pledged or mortgaged by Buyer. Until Closing, Seller reserves all rights and privileges that are not inconsistent with the limited rights specifically granted to Buyer in this Addendum.
- Prospective Tenants; Third Parties.** Buyer has no right to lease the Property prior to Closing. However, Buyer may permit a prospective tenant or other third party to conduct Authorized Activities on behalf of Buyer prior to Closing. Buyer shall notify any such prospective tenant or third party of the provisions of this Addendum, including the provisions that apply in the event Buyer fails to acquire the Property pursuant to the Purchase Agreement, and Buyer shall indemnify and hold harmless Seller and Seller's agents from and against all claims of any such prospective tenant or third party.

**BUYER:** Printed Name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

**SELLER:** BOKF, N.A., as Trustee of The Robert W. Emanuel and Byrdie L. Emanuel Revocable Trust, by:

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Property**

**Address:** S/2, S/2, Section 9, T27N, Range 5 East, Chouteau County, Montana

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i)  Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

(c)  Purchaser has received copies of all information listed above.

(d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

(f) CBW Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>[Signature]</u> Seller	<u>5/12/2022</u> Date	BOKF, NA as Trustee of the Robert W. Emanuel and Byrdie L. Emanuel Revocable Trust	_____ Date
<u>C. Brent Wellings</u> Agent	<u>5/12/2022</u> Date	_____ Purchaser	_____ Date



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# Protect Your Family From Lead in Your Home

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## Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### **If you think your home has lead-based paint:**

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

# Lead Gets into the Body in Many Ways

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## **Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

## **Lead is especially dangerous to children under the age of 6.**

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



## **Women of childbearing age should know that lead is dangerous to a developing fetus.**

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

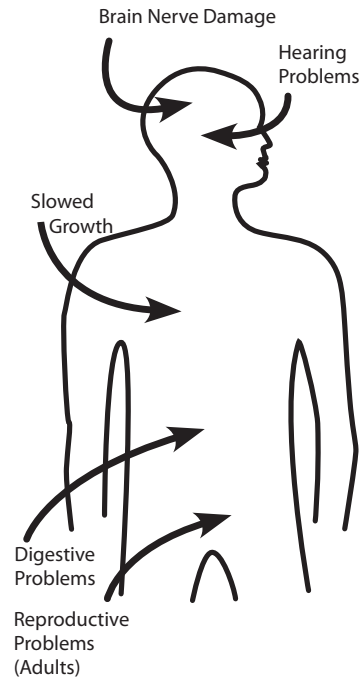
# Health Effects of Lead

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**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

## **In children, exposure to lead can cause:**

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

## **In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

# Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**



## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### **Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

# Checking Your Home for Lead

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You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## What You Can Do Now to Protect Your Family

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

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**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

**Abatements are designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

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**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.



## Other Sources of Lead

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### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

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- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## For More Information

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### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/safewater](http://epa.gov/safewater) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/safewater](http://epa.gov/safewater), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

# U. S. Environmental Protection Agency (EPA)

## Regional Offices

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The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## **Consumer Product Safety Commission (CPSC)**

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### **CPSC**

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
cpsc.gov or saferproducts.gov

## **U. S. Department of Housing and Urban Development (HUD)**

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### **HUD**

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
hud.gov/lead

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# **IMPORTANT!**

## **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

*Cover page for:*

**Preliminary Title Insurance Schedules  
(with copies of recorded exceptions)**

*Preliminary title insurance schedules prepared by:*

**Chouteau County Abstract Co.**

**(File Number: 30917-002)**

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**Auction Tracts 1 & 2  
(Chouteau County, Montana)**

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*For sealed bid auction, with 5/25/2022 bid deadline, conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**BOKF, N.A., as Trustee of The Robert W. Emanuel and Byrdie L.  
Emanuel Revocable Trust**

**Transaction Identification Data for reference only:**

Chouteau County Abstract Co.  
910 13th Street, P.O. Box 578, Fort Benton, MT 59442  
ALTA® Registry ID: 1076988

**COMMITMENT NO. A 30917-002**

Revision No.:

**SCHEDULE A**

1. **Commitment Date:** April 28, 2022 at 07:00 AM.
2. **Policy or Policies to be issued:**

	<b>Amount</b>	<b>Premium</b>
(a) <b>Owners Standard Policy</b>	\$ Fair market value/winning bid amount	
<b>Proposed Insured:</b> TO BE DETERMINED, and approved by Company		
(b) <b>ALTA Lenders Loan Policy</b>	\$	\$
<b>Proposed Insured:</b>		
(c) <b>Endorsements</b>		\$
3. **The estate or interest in the Land described or referred to in this Commitment is Fee Simple.**
4. **The Title is, at the Commitment Date, vested in:**

BOKF, NA, d/b/a Bank of Oklahoma, Trustee of the Robert E. Emanuel and Byrdie L. Emanuel, Irrevocable Trust, dated November 13, 1998
5. **The Land is described as follows:**

Township 27 North, Range 5 East, P.M.M., Chouteau County, Montana  
Section 9: S½N½, S½  
Section 10: All

FIRST AMERICAN TITLE INSURANCE COMPANY

By: *Pamela D. Mann, Agent*  
Chouteau County Abstract Co.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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.

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### SCHEDULE B, PART I REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees and charges for the Policy to the Company.
4. You must give us the following information
  - a. Any off-record leases, surveys, easements, rights of way, etc.
  - b. Statement(s) of identity, all parties, if asked for.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
6. We require a copy of the trust agreement and any amendments to the Robert E. Emanuel and Byrdie L. Emanuel, Irrevocable Trust, dated November 13, 1998. The forthcoming deed must be executed in conformity with powers granted to the trustee by the trust agreement.
7. We require proof that if the buyer is an entity that it is a legal entity registered with the State. Additional requirements may be required by Company.
8. The policy liability contemplated by this transaction may exceed our local limit. Underwriter approval must be obtained from the Home Office or Regional Office prior to closing. Please contact the title officer in advance of the closing date to discuss the specifics of the proposed transaction, including identity of proposed insureds, endorsement requirements, and exceptions which are to be eliminated.

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**SCHEDULE B, PART II  
EXCEPTIONS**


THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company.

1. Taxes or assessments 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
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any right, title or interest in any minerals, mineral rights or related matters including but not limited to oil, gas, coal, and other hydrocarbons, sand, gravel, or other common variety materials, whether or not shown by the public record.
8. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Continued

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<p>Form 5030030-BI&amp;BII (5-11-17)</p>	<p>ALTA Commitment for Title Insurance (8-1-16)          Montana – Schedule BI &amp; BII</p>

**SCHEDULE B, PART II  
EXCEPTIONS**

- 9. Reservations contained in the various patents to said lands from the United States of America, such reservations, as recorded in the records of Chouteau County, Montana, being substantially as follows: Reservations as to water rights, right of ways for ditches and canals.
- 10. County road rights-of-way not recorded and indexed as a conveyance in the office of the Clerk and Recorder pursuant to title 70, chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Chouteau to use and occupy those certain roads and trails as depicted on the county road maps on file in the office of the Chouteau County Clerk and Recorder's Office.
- 11. General and special taxes and assessments required to be paid for the year 2021 and subsequent years. The 2022 taxes are now an accruing lien, but not yet payable.

General and special taxes and assessments for the year 2021:


First half : \$ 1,918.17 - Paid  
 Second half : \$ 1,918.14 - Paid  
 Total for year : \$ 3,836.31  
 Tax Roll No. : 2322

- 12. Easement, dated November 4, 1974, filed April 23, 1975, as Document No. 375726, in Book 52 of Miscellaneous Records, page 900, granted by Chouteau County, Montana, to TIBER COUNTY WATER DISTRICT for a rural water system in, on, beneath, over and across all of the roads, highways and road right-of-ways as shown on the plat attached thereto.

End of Schedule B

*(Copies available upon Request)*

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375726

EASEMENT

900

NOV 23 1974  
HURLBUT, KERSICH & McCULLOUGH

The Grantor, CHOUTEAU County, a political sub-division of the State of Montana, for and in consideration of the sum of One and no/100ths Dollars, to it in hand paid, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey and confirm unto TIBER COUNTY WATER DISTRICT, with an address of Ledger, Montana, and its successors and assigns, temporary and perpetual assignable easements and rights-of-way for the purposes and uses hereinafter mentioned in, on, beneath, over and across the following described land situated in the County of Chouteau, State of Montana, to-wit:

All of the roads, highways and road rights-of-way situated in Chouteau County, Montana as shown on the attached plat hereunto annexed and by this reference made a part hereof.

The perpetual and assignable easement and right-of-way hereby granted includes and covers a tract of land 10 feet in width in, on, beneath, over and across the above described highways, roads and road rights-of-way for the location, construction, operation, repair, maintenance and patrol of underground water lines and appurtenances thereto together with the right of ingress and egress thereto for such purposes.

Tiber County Water District agrees to repair any roads damaged by the aforesaid construction.

IN WITNESS WHEREOF, this instrument is executed the 4 day of November 1974.

CHOUTEAU COUNTY, MONTANA

By P. E. Peres  
Chairman of the Board of County Commissioners of Chouteau County, Montana

ATTEST:  
George W. Harvey  
Clerk and Recorder of Chouteau County, Montana

Document No. 375726  
Filed April 23, 1975 at 10 A.M.  
Book 52 of Misc., page 900  
Office of the Clerk & Recorder  
Chouteau County, Montana.

STATE OF MONTANA  
County of Chouteau

On this 4 day of November, 1974, before me, the undersigned Notary Public for the State of Montana, personally appeared P. E. PERES

known to me to be the Chairman of the Board of County Commissioners of Chouteau County, Montana who executed the within instrument and acknowledged to me that such Chairman of the Board of County Commissioners of Chouteau County, Montana 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.



Louise V. Sagan, Clerk of Court  
Notary Public for the State of Montana  
Residing at:  
My commission expires:

EASEMENT

The Chouteau County Commissioners here by grant to the Tiber County Water District, a public water utility, a perpetual easement to construct, operate and maintain a rural water system over, across, under and paralled to Chouteau County Roads and Highways as shown on the attached plat labeled Exhibit "A" which shall be made part here of.

These tracts or strips of lands required are more particularly described as follows.

Tracts or strips of land ten (10) feet in width being five (5) feet on each side of a centerline located parallel to and ten (10) feet distance from the existing right-of-way boundary; also.

Tracts or strips of land ten (10) feet in width being five (5) feet on each side of a centerline located perpendicular to and crossing both right-of-way boundaries of the particular road way.

Date Nov 4, 1974

P. E. Paxon  
Commissioner  
James L. White  
Commissioner  
Blair L. Skidmore  
Commissioner

375726

STATE OF MONTANA, } ss.  
COUNTY OF CHOUTEAU, }

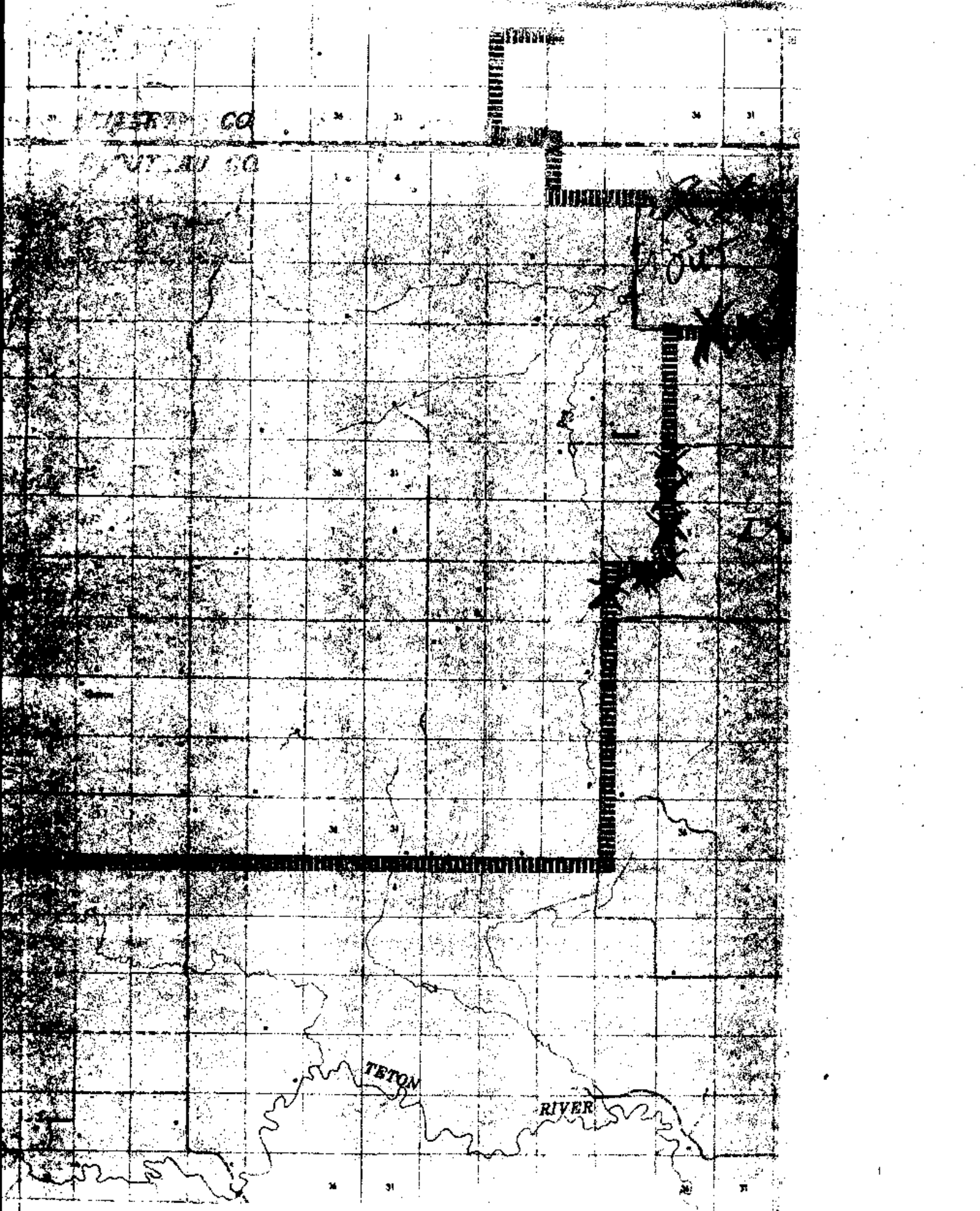
Filed for record the 23rd day of  
April A. D. 1975 at 10:00  
o'clock 9 A.M. and recorded in book  
..... of Misc on page 200-202  
records Chouteau County, Montana.  
George W. Harvey  
County Recorder  
By Mildred L. Meredith Deputy

Fee \$      Paid  
Ret. Kallfleiter  
//

ABSTRACTER'S NOTE: Plat attached which outlines Sections 3, 4, 5, 6, Twp. 25 N., Rge. 3 E., M. M. Sections 4, 5, 6, 7, 8, 9, Twp. 26 N., Rge. 6 E., M. M., Sections 1 to 12, 15 to 22, 27 to 34, Twp. 26 N., Rge. 5 E., M. M., All Twp. 26 N., Rge. 4 E., M. M.; All Twp. 26 N., Rge. 3 E., M. M. All Twp. 27 N., Rge. 3 E., M. M. All Twp. 27 N., Rge. 4 E., M. M. Sections 4 to 11, 14 to 23 and 26 to 36, Twp. 27 N., Rge. 5 E., M. M. Sections 31, 32, 33, Twp. 27 N., Rge. 6 E., M. M.

See record for copy of plat attached.

WEST CO  
SOUTH CO



TETON RIVER

..... EXISTING 8" ABM WATER MAIN

R3E  
R4E

R4E  
R5E

R5E  
R6E

SCALE

BASE MAP FURNISHED BY MONTANA DEPARTMENT OF HIGHWAYS

LIBERTY CO.  
CHOUTEAU CO.

SOLID LINE IS  
TRIBUTARY BOUNDARY

--- COUNTY LINE

..... EXISTING 8" ABM WATER MAIN

R2E  
R3E

R3E  
R4E

R4E  
R5E

SCALE

BASE MAP FURNISHED BY MONTANA DEPARTMENT

