

AGREEMENT

THIS AGREEMENT is entered into this 20th day of December, 1982, by and between BREUER-HARRISON, INC., a California Corporation, of 2555 East Chapman Avenue, North Suite, Fullerton, California and HERMAN H. HERBIG and ANNELIESE HERBIG, Husband and Wife (hereinafter sometimes referred to as "Herbigs") of Minden, Nevada.

Recitals:

WHEREAS, Breuer-Harrison, Inc. wishes to deed back to the Herbigs; and

WHEREAS, the Herbigs wish to retake said property; and

WHEREAS, Breuer-Harrison, Inc. wishes to retain an option on said property;

IT IS THEREFORE AGREED AS FOLLOWS:

1. Breuer-Harrison, Inc. shall quitclaim to Herman H. Herbig and Anneliese Herbig, the land described in Exhibit "A" attached hereto and incorporated herein by reference.

2. In consideration for the deed to the land, Breuer-Harrison, Inc. shall no longer have any responsibility under the Note and Deed of Trust dated October 4, 1979, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

3. In consideration of the above and the sum of \$5,863.10, receipt of which is hereby acknowledged, Herman H. Herbig and Anneliese Herbig hereby grant to Breuer-Harrison, Inc. an option to purchase the property at any time, up to and including December 20, 1983. The purchase price shall be \$513,332.33, which represents the balance of the Note which was due and payable, a copy of which is attached hereto as Exhibit "B" to this Agreement. The option money paid herein shall be applied to said purchase price. The terms of the purchase shall be the same terms as

those contained in the Note attached as Exhibit "B", except that the due date of the Note shall be extended by the number of months from December 20, 1982 until the option is exercised. For example, if the option is exercised on June 20, 1983, the due date of the Note shall be extended by six months. All of the remaining terms shall be the same. This option must be exercised prior to the expiration of the option agreement and must be exercised in writing.

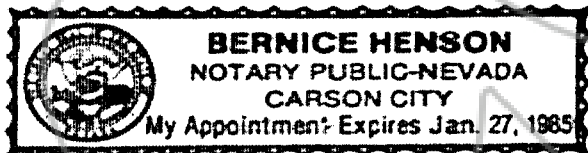
4. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

BREUER-HARRISON, INC.,
a California Corporation

By _____
Casper J. Breuer, President

By William M. Harrison
William M. Harrison
Vice President/Secretary

Bernice Henson



Herman H. Herbig 1-10-83
HERMAN H. HERBIG

Anneliese Herbig 1-10-83
ANNELIESE HERBIG

✓
500 Muller Lane
-2- Minden, NV 89423

075035

EXHIBIT "A"

A portion of the Northeast 1/4 of Section 4, Township 12 North, Range 20 East, M.D.B.&M., as shown on the Annexation Map for Herbig Parcel, Document No. 36519, Book 979, Page 806, and further described as follows:

Beginning at the Section corner common to Sections 3 and 4, Township 12 North, Range 20 East, M.D.B.&M., and Sections 33 and 34, Township 13 North, Range 20 East, M.D.B.&M.; thence, South 0°45' West, a distance of 1,814.5 feet to a point on the West Right-of-Way of Elges Avenue, being the TRUE POINT OF BEGINNING; thence, South 89°49' West, a distance of 1,065.08 feet to the North Right-of-Way of U.S. Highway 395; thence, South 51°04' East along said Right-of-Way a distance of 367.55 feet; thence, on a curve to the right with a radius of 5.040 feet, and a central angle of 9°20'33", a distance of 821.81 feet to a point; thence, North 89°57'09" East a distance of 190.30 feet to a point on the west Right-of-Way of Elges Avenue; thence, North 0°23'53" West, a distance of 800.40 feet to the TRUE POINT OF BEGINNING.

EXCEPT FOR a portion of the Southeast 1/4, Northeast 1/4, of Section 4, Township 12 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Beginning at a point on the Westerly Right-of-Way line of Elges Avenue, which bears North 0°32'44" East, 1,815.61 feet distant from the northeast corner of Section 4, Township 12 North, Range 20 East, Mount Diablo Baseline and Meridian; thence, South 89°42'52" West, 40.00 feet; thence, South 0°30'01" East, 50.00 feet; thence, North 89°42'52" East, 40.00 feet, to a point on the westerly Right-of-Way line of Elges Avenue; thence, North 0°30'01" East along the westerly Right-of-Way line of Elges Avenue, a distance of 50.00 feet to the POINT OF BEGINNING.

Assessor's Parcel No. 25-143-09-0

INSTALLMENT NOTE

Escrow No. 12342

(Combined Principal and Interest in Equal Installments)

\$ 535,200.00 Minden, Nevada, October 4, 1979
FOR VALUE RECEIVED, I promise to pay in lawful money of the United States of America,
to HERMAN H. HERBIG and ANNELIESE HERBIG, husband and wife

the principal sum of FIVE HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED AND ¹⁰⁰/₁₀₀ Dollars
with interest in like lawful money from January 7, 1980 at 9% per cent
per annum on the amounts of principal sum remaining unpaid from time to time.
Principal and interest payable in ANNUAL installments of
FIFTY-EIGHT THOUSAND SIX HUNDRED THIRTY-ONE AND ^{NO}/₁₀₀ Dollars,
or more each, on the 7th day of each and every year
beginning January 7, 1981 and continuing until 10 years from Close of
Escrow when the Principal and Interest all becomes due and payable.

Each payment shall be credited first, to the interest then due; and the remainder to the principal sum; and
interest shall thereupon cease upon the amount so paid on said principal sum. AND I agree that in case of
default in the payment of any installments when due, then the whole of said principal sum then remaining
unpaid, together with the interest that shall have accrued thereon, shall forthwith become due and payable at
the election of the holder of this note, without notice. AND, I agree, if action be instituted on this note to
pay such sum as the Court may fix as Attorney's fees. THIS NOTE IS secured by a deed of trust of even
date herewith to SILVER STATE TITLE COMPANY, a Nevada Corporation, as TRUSTEE.

Breuer-Harrison, Inc.

SILVER STATE TITLE COMPANY

READ AND APPROVED AS TO CONTENTS AND FORM

REQUESTED BY

Herman H. Herbig

1983 JAN 10 PM 4:08

LINE RE AUGREAU

Quest

EXHIBIT "B"

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LIBER 183 PAGE 460

Herman H. Herbig
Herman H. Herbig

Anneliese Herbig
Anneliese Herbig