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✓ William JAC SHAW
P.O. Box 605
CARSON City, NV
89702

A G R E E M E N T

THIS AGREEMENT is entered into by and among ELWOOD ALLERMAN, GENEVIVE ALLERMAN, FLOYD D. ALLERMAN, DELBERT ALLERMAN, LUCILLE ALLERMAN, CHRISTINE L. ALLERMAN, DANIEL HICKEY and LAURIE HICKEY, based upon the following facts:

1. The parties hereto, with the exception of DANIEL and LAURIE HICKEY, claim certain interests in real property taken by deed, and as a result of proceedings No. P-9322 and Case No. 10486, both in the Ninth Judicial District Court of the State of Nevada, in and for the County of Douglas.

2. By this agreement, the parties desire to commit to ascertain and specify their property interests therein, to agree to execute any deeds or other documents necessary to effectuate this agreement, and to enter into a lease-option agreement with DANIEL and LAURIE HICKEY, as applicable.

Based upon the above, the parties, as their interests may appear, collectively agree as follows:

1. All of the property the subject of this agreement is described in Exhibit "A", parcels 1 through 8, attached hereto and incorporated herein by reference and includes water rights where applicable.

2. ELWOOD ALLERMAN shall have set aside to him as his sole and separate property and free and clear of any lien or encumbrance of a monetary nature whatsoever, and of any other lien or encumbrance except as of record of this date, the following described property: Parcel 1, and an undivided one-third interest in parcel 8, as a tenant in common, and an undivided twenty-five percent (25%) interest in parcel 7, as a tenant in common.

3. DELBERT ALLERMAN shall have set aside to him as his sole and separate property free and clear of liens and encumbrances of a monetary nature whatsoever, and of any other lien or encumbrance except as of record of his date, the following described property:

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Parcel 3, and an undivided one-third interest in and to parcel 8, as a tenant in common and a seventy-five percent (75%) interest in parcel 7, as a tenant in common.

4. FLOYD D. ALLERMAN, LUCILLE ALLERMAN and CHRISTINE ALLERMAN, as joint tenants shall have set aside to them, free and clear of any lien or encumbrance of a monetary nature whatsoever, and of any other lien or encumbrance except as of record of this date, the following described property: Parcel 2, parcel 4, parcel 5, parcel 6, and an undivided one-third interest as joint tenants in and to parcel 8. Parcels 2, 5 and 6 shall be subject to the lease-option agreement to the benefit of DANIEL and LAURIE HICKEY as set forth herein.

5. DANIEL and LAURIE HICKEY, their heirs, executors, administrators and assigns do hereby lease from FLOYD, LUCILLE and CHRISTINE ALLERMAN, and DELBERT ALLERMAN and ELWOOD ALLERMAN, as their interests appear, and their heirs, executors, administrators and assigns, do hereby lease and demise unto DANIEL and LAURIE HICKEY the following described property: Parcels 2, 5 and 6.

6. Term of Lease. This lease shall commence on the 1st day of April, 1983 and run for a term of five (5) years or until exercise of the option set forth below, whichever occurs first.

7. Rent for this lease shall be in the amount of FIVE HUNDRED FIFTY DOLLARS (\$550.00) per month.

8. All parties, as their interests appear, and ELWOOD ALLERMAN as the person to ultimately be in title on said property, does lease to DANIEL and LAURIE HICKEY the eighty (80) acre parcel described as Exhibit "1" for a term of twenty (20) years for the sum of ONE DOLLAR (\$1.00) per year, receipt of which is hereby acknowledged.

9. Possession to all the leased and optioned property shall be given on the 1st day of April, 1983.

10. Option. In consideration of the premises, DANIEL and LAURIE HICKEY and their heirs are hereby granted an exclusive option to purchase parcels 2, 5 and 6 from FLOYD ALLERMAN, LUCILLE ALLERMAN and CHRISTINE ALLERMAN on the following terms:

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A. Price. Approximately ONE HUNDRED TWENTY-SEVEN THOUSAND DOLLARS (\$127,000.00).

B. Down Payment. TWENTY THOUSAND DOLLARS (\$20,000.00).

C. Balance shall be represented by an assumption of the Federal Land Bank loan with an approximate unpaid balance of TWELVE THOUSAND DOLLARS (\$12,000.00), and a promissory note in the approximate amount of NINETY THOUSAND DOLLARS (\$90,000.00), with interest thereon at Five Percent (5%) payable monthly over a period of twenty-five (25) years or until paid in full, in the amount of FIVE HUNDRED FIFTY DOLLARS (\$550.00) per month. The first payment on the Note shall be due May 1, 1983. Until the option is exercised, these payments shall be construed as rent. Upon exercise of the option, full credit for each rental payment shall be given toward the obligation on the promissory note.

D. The down payment of TWENTY THOUSAND DOLLARS (\$20,000.00) shall be paid on or before April 1, 1984 or upon the close of escrow of the residence of DANIEL and LAURIE HICKEY in Minden, Nevada, whichever occurs first.

E. Purchase of personal property. All of the parties as their interests appear hereby sell and assign unto DANIEL and LAURIE HICKEY the cattle and equipment for the sum of NINE THOUSAND DOLLARS (\$9,000.00), possession of which shall be had immediately and payment for which shall be upon the close of escrow of the sale of their home.

11. This agreement shall be binding upon and inure to the benefit of the heirs, executors and assigns of the parties hereto.

12. All parties agree to execute any additional documents as may be required to effectuate the intent of this agreement.

13. As circumstances dictate, the parties will execute reciprocal easements to insure proper and legal access to all of the parcels hereto over other parcels owned by other parties hereto.

14. Recapitulation of vesting. Ultimate vesting of the property shall be as follows:

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- A. Parcel No. 1 - ELWOOD ALLERMAN
- B. Parcel No. 2 - FLOYD ALLERMAN, LUCILLE ALLERMAN and CHRISTINE ALLERMAN, as joint tenants, subject to a lease-option agreement for the benefit of DANIEL and LAURIE HICKEY.
- C. Parcel No. 3 - DELBERT ALLERMAN.
- D. Parcel No. 4 - FLOYD ALLERMAN, LUCILLE ALLERMAN and CHRISTINE ALLERMAN as joint tenants with right of survivorship.
- E. Parcel No. 5 - FLOYD ALLERMAN, LUCILLE ALLERMAN, and CHRISTINE ALLERMAN as joint tenants with right of survivorship subject to a lease-option agreement to the benefit of DANIEL and LAURIE HICKEY.
- F. Parcel No. 6 - FLOYD ALLERMAN, LUCILLE ALLERMAN and CHRISTINE ALLERMAN, as joint tenants with right of survivorship subject to a lease-option agreement to the benefit of DANIEL and LAURIE HICKEY.
- G. ELWOOD ALLERMAN as to an undivided twenty-five percent (25%) and DELBERT ALLERMAN as to an undivided seventy-five percent (75%) interest as tenants in common.
- H. Parcel No. 8 - ELWOOD ALLERMAN as to an undivided one-third interest, DELBERT ALLERMAN as to an undivided one-third interest, and FLOYD ALLERMAN, LUCILLE ALLERMAN, and CHRISTINE ALLERMAN as joint tenants with right of survivorship, as to an undivided one-third interest, all as tenants in common.

3-25-83
Date

Elwood Allerman
Elwood Allerman

3-25-83
Date

Genevive Allerman
Genevive Allerman

3-22-83
Date

Floyd D. Allerman
Floyd D. Allerman

3-25-83
Date

Delbert Allerman
Delbert Allerman

3-22-83
Date

Lucille Allerman
Lucille Allerman

3-22-83
Date

Christine L. Allerman Dawson
Christine L. Allerman

092914

3-25-83
Date

Daniel Hickey
Daniel Hickey

3-25-83
Date

Laurie Hickey
Laurie Hickey

STATE OF Nevada)
COUNTY OF Douglas) SS.



On this 25th day of March, 1983, personally appeared before me, a Notary Public, ELWOOD ALLERMAN, who acknowledged to me that he executed the foregoing Agreement.

Theresa M. Kelley
Notary Public

STATE OF Nevada)
COUNTY OF Douglas) SS.



On this 25th day of March, 1983, personally appeared before me, a Notary Public, GENEVIVE ALLERMAN, who acknowledged to me that she executed the foregoing Agreement.

Theresa M. Kelley
Notary Public

STATE OF Calif)
COUNTY OF San Diego) SS.



On this 22 day of March, 1983, personally appeared before me, a Notary Public, FLOYD D. ALLERMAN, who acknowledged to me that he executed the foregoing Agreement.

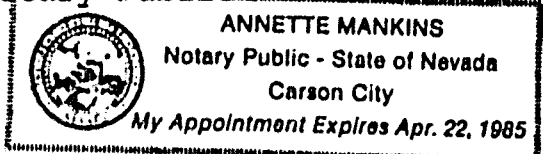
Cyndi A. Sachs
Notary Public

STATE OF Nevada)
COUNTY OF Carson City) SS.

On this 25th day of March, 1983, personally appeared before me, a Notary Public, DELBERT ALLERMAN, who acknowledged to me that he executed the foregoing Agreement.

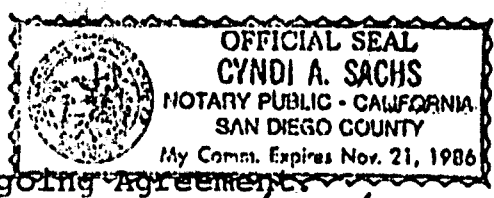
Annette Mankins
Notary Public

STATE OF San Calif)
COUNTY OF San Diego) SS.



On this 22 day of March, 1983, personally appeared before me, a Notary Public, LUCILLE ALLERMAN, who

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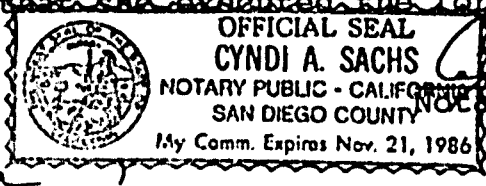


acknowledged to me that she executed the foregoing Agreement.

Cyndi A. Sachs
Notary Public

STATE OF Calif)
COUNTY OF San Diego) ss.

On this 22 day of March, 1983, personally appeared before me, a Notary Public, CHRISTINE L. ALLERMAN, who acknowledged to me ~~that she executed the foregoing Agreement.~~



Cyndi A. Sachs
Notary Public

STATE OF Nevada)
COUNTY OF Douglas) ss.

On this 25th day of March, 1983, personally appeared before me, a Notary Public, DANIEL and LAURIE HICKEY, who acknowledged to me that they executed the foregoing Agreement.

Theresa M. Kelley
Notary Public



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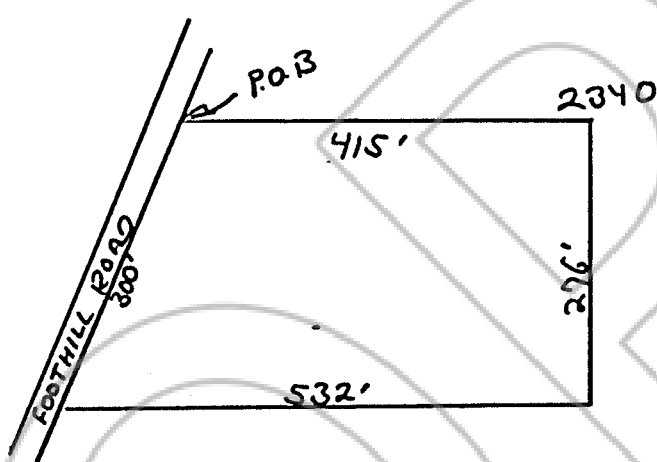
#1 The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 34,
Township 13 North, Range 19 East, M. D. B. & M

#2 The North $\frac{1}{2}$ of the South $\frac{1}{2}$ of Section 34,
Township 13 North, Range 19 East, M. D. B. & M
Excepting therefrom all portions of the
existing eighty (80) foot right-of-way
known as Foothill Road.

Further excluding therefrom all portions
of said land lying west of the existing
eighty (80) foot right-of-way known as
Foothill Road

Further excluding therefrom the following
described tract of land: commencing at
the center of aforesaid Section 34; thence
West along the east-west $\frac{1}{4}$ Line of
Section 34, a distance of 2340 feet more
or less to a point on the easterly
right-of-way line of Foothill Road; said point
being the True Point of Beginning; thence
in a general southwesterly direction
along the easterly right-of-way line of
Foothill Road, a distance of 300 feet

more or less; thence East, a distance of 532 feet more or less; thence North a distance of 276 feet more or less to a point on the east-west $\frac{1}{4}$ line of aforesaid section 34; thence west along aforesaid $\frac{1}{4}$ line, a distance of 415 feet more or less to the True Point of Beginning.



#3 ... All that certain tract, piece or parcel of land situate, lying and being in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Township 13 North, Range 19 East, M.D.B. & M. and more particulary described as follows:

Commencing at the center of Section 34, T13N, R19E; thence West along the east-west $\frac{1}{4}$ line of Section 34, a

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distance of 2340 feet more or less to a point on the easterly right-of-way line of Foothill Road, said point being the True Point of Beginning; thence in a general southwesterly direction along the easterly right-of-way line of Foothill Road, a distance of 300 feet more or less; thence East, a distance of 532 feet more or less; thence North a distance of 276 feet more or less to a point on the east-west 1/4 line of aforesaid 1/4 line; thence West, a distance of 415 feet more or less to the True Point of Beginning.

Note:
(see drawing shown under item #2)

4. The northern most 750 feet of the portion of the northeast 1/4 of the southeast 1/4 of Section 33, Township 13 North, Range 19 East, M.D.B.M lying east of the existing easterly right-of-way line of the new Kingsbury Grade and the northern most 750 feet of the portion of the northwest 1/4 of the southwest 1/4 of Section 34,

Township 13 North, Range 19 East, M.D.B. & M. P4

lying west of the existing westerly right-of-way line of Foothill Road.

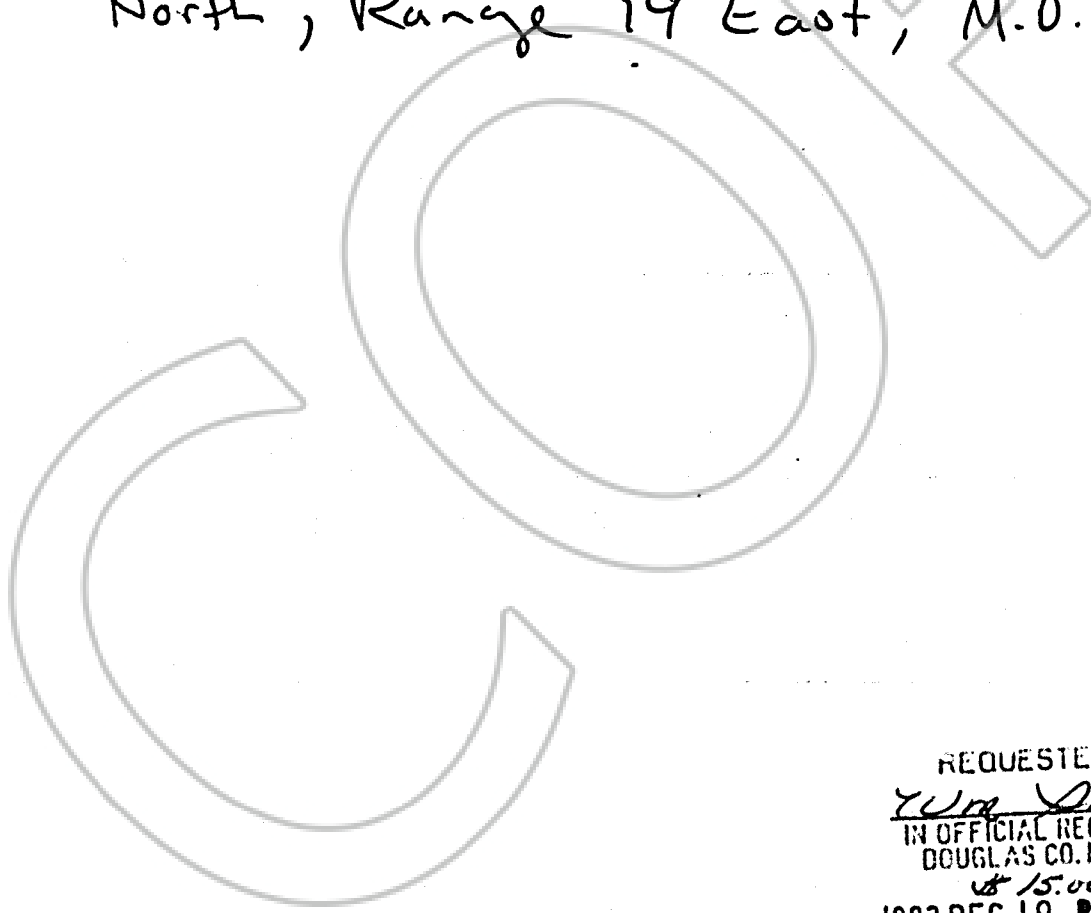
5. The portion of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 33, Township 13 North, Range 19 East, M.D.B. & M. lying east of the existing easterly right-of-way line of the new Kingsbury Grade, excluding therefrom the northern most 750 feet of the aforesaid description; and the portion of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 34, Township 13 North, Range 19 East, M.D.B. & M. lying west of the westerly right-of-way line of Foothill Road, excluding therefrom the northern most 750 feet of the aforesaid description.

6. The portion of the north $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of Section 33, Township 13 North, Range 19 East, M.D.B. & M. lying west of the westerly right-of-way line of the new Kingsbury Grade.

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7. The north 1/2 of the southwest 1/4 and the south 1/2 of the Northwest 1/4 of section 33, Township 13 North, Range 19 East, M.O.B. & M.

8. The southwest 1/4 of the southwest 1/4 and the west 1/2 of the southeast 1/4 of the southwest 1/4 and the west 1/2 of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 13 North, Range 19 East, M.O.B. & M.



REQUESTED BY
Wm Shaw
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$ 15.00 pd
1983 DEC 19 PM 4:03

SUZANNE BEAUDREAU
RECORDER

Wm Shaw
clerk

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