

#103759

NOV 24 1985 DEC 24 12:17

1 CASE NO. P-15623  
2 DEPARTMENT NO. 1

BY \_\_\_\_\_

6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
7 IN AND FOR THE COUNTY OF DOUGLAS

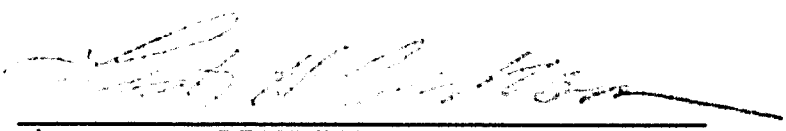
8	IN THE MATTER OF THE ESTATE	)	
9	OF	)	ORDER CONFIRMING AND
10	CARL WILLIAM KIDMAN, JR.	)	AUTHORIZING SALE OF
11	Deceased.	)	REAL PROPERTY, INCIDENTAL
12	_____	)	<u>TO HIGHER BID</u>

13 The Return and Petition of ROGER TEGLIA, Executor of the  
 14 Estate of CARL WILLIAM KIDMAN, JR., Deceased, for Confirmation  
 15 and Authorization of sale of real property described in Exhibit  
 16 "A" attached hereto and incorporated by reference, THORNDAL,  
 17 BACKUS, MAUPIN & MANOUKIAN, NOEL E. MANOUKIAN, ESQ., appearing as  
 18 attorney for said Petitioner, having come on regularly to be  
 19 heard on this 24th day of December, 1985, the Court after examin-  
 20 ing the Return and Petition, finds that due notice of the hearing  
 21 of such Return and Petition and terms of sale, has been given as  
 22 required by law; that all the allegations of said Petition are  
 23 true; that although said pending sale was legally made and fairly  
 24 conducted for the cash sum of SIX HUNDRED NINETY THOUSAND DOLLARS  
 25 (\$690,000.00) offered to be paid for the said real property and  
 26 was for a fair market value and was not disproportionate to the  
 27 value of the property sold, a higher bid was made in open Court  
 28 by ROBERT L. EASTERWOOD, or his assigns; that the EASTERWOOD bid

1 was for the cash sum of SEVEN HUNDRED AND SIXTY THOUSAND DOLLARS  
2 (\$760,000.00), payable through escrow at Douglas County Title  
3 Company, Inc., on or before December 31, 1985, but in no event  
4 later than January 15, 1986, with a FIFTY THOUSAND DOLLAR  
5 (\$50,000.00) cash deposit payable through escrow this date; that  
6 a true and correct copy of the Land Purchase Agreement is  
7 attached hereto as Exhibit "B" and made a part hereof by  
8 reference; that no objections to either confirmation or  
9 authorization of sale having been filed in this Court or  
10 otherwise made to either the original offer or to the higher bid,  
11 and no person having appeared to oppose either confirmation or  
12 authorization of and for sale and good cause appearing therefore,

13 IT IS HEREBY ORDERED by the Court that the sale of real  
14 property described in Exhibit "A" attached hereto and  
15 incorporated herein by reference to ROBERT L. EASTERWOOD or his  
16 assigns, the highest bidder, for the cash sum of SEVEN HUNDRED  
17 SIXTY THOUSAND DOLLARS (\$760,000.00) be and the same is hereby  
18 confirmed, approved, authorized and declared in all things valid  
19 and proper and ROGER TEGLIA, Executor, is directed to execute to  
20 said purchaser the necessary conveyance, consistent with the  
21 terms and conditions of Exhibit "B" hereof.

22 DATED this 24 day of December, 1985.

23 

24 CERTIFIED COPY DISTRICT JUDGE

25 The document to which this certificate is attached is a  
26 full, true and correct copy of the original on file and of  
record in my office.

27 DATE: December 24, 1985  
28 G. Bernard Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas

By H. Schuppel -2- Deputy

129347

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LEGAL DESCRIPTION

1 that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1 : BEGINNING at a point 6,118.40 feet East and 872.00 North from the Section corner common to Sections 21, 22, 27, and 28, township 13 North, Range 19 East, M.D.B. & M., the line runs South 89°18' East 1,225.00 feet to a point; thence North 1,965.00 feet to a point; thence North 66°26' West 227.80 feet to a point; thence North 2°35' West 1,053.00 feet to a point; thence West 195.60 feet to a point; thence North 4°57' East, 1,326.00 feet to a point; thence East 397.00 feet to a point; thence North 2,646.00 feet to a point on the one-quarter Section line running East and West through Section 14, said point being heretofore described in Deed as the Marquardt fence; thence West along the one-quarter section line 822.50 feet to a point at the Southeast corner of the SW 1/4 of the NW 1/4 of Section 14; thence North along the Subdivision line 2,640.00 feet, more or less to a point on the section line between Sections 11 and 14, said point being the Northeast corner of the NW 1/4 of the NW 1/4 of Section 14; thence West along the section line between Sections 11 and 14, 2,640.00 feet, more or less to a point at the Northwest corner of the NE 1/4 of the NE 1/4 of Section 15; thence North along the Subdivision line one-quarter mile, to a point to a point at the Northeast corner of the SW 1/4 of the SE 1/4 of Section 10; thence West along the Subdivision line one-eighth mile to a point; thence South 1/2 mile to a point; thence West five-eighths mile to a point on the Section line between Sections 15 and 16 at the Northwest corner of the SW 1/4 of the NW 1/4 of Section 15; thence along the section line 1/4 mile to the section corner between Section 15 and 16; thence East along the 1/4 section line 1/2 mile to the center of Section 15; thence South 1/4 mile to the Southwest corner of the NW 1/4 of the SE 1/4 of Section 15; thence East 1/4 mile to the Southeast corner of the NW 1/4 of the SE 1/4 of Section 15; thence South along the Subdivision line, on the east side of Walley Spring Property line, one-half, mile to the Southwest corner of the NE 1/4 of the NE 1/4 of Section 22; thence West 1/4 mile to the Northwest corner of the SW 1/4 of the NE 1/4 of Section 22; thence South 1/4 mile to the center of Section 22; thence East 1,293 feet, more or less, to the West boundary of that portion of the SW 1/4 of the NE 1/4 of Section 22, Township 13 North, Range 19 East, conveyed by E.L. WYATT to MARY F. WYATT, his wife, by Deed dated April 20, 1939, recorded in Book "V", Page 337, Deed Records; thence North 450 feet to a point; thence South 89°08' East along the North line of the property conveyed by the aforementioned Deed, 1,958 feet; thence South 6°11' East 2,220.20 feet to the place of beginning.

CONTINUED...

INUED...

EXCEPTING THEREFROM that certain piece or parcel of land lying in a portion of the NW 1/4 of the NW 1/4 of Section 14, Township 13 North, Range 19 East, Deeded by Wm. and Minnie Hussman to Frank Settlemeyer on the 2nd day of June, 1930, and recorded in Book "T", Page 122, Douglas county Records, and more particularly described as follows:

BEGINNING at a point that bears East 1,006 feet from the Section corner common to Section 10, 11, 14, and 15, township 13 North, Range 19 East, Mount Diablo Base Meridian, and running East 314 feet; thence South 854.56 feet; thence North  $78^{\circ}50'$  West 481.48 feet; thence North  $11^{\circ}45'$  East 777.62 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM the Southwest quarter of the Northwest quarter of Section 15, Township 13 North, Range 19 East, Mount Diablo Base and Meridian.

FUTHER EXCEPTING THEREFROM all that portion of said land conveyed to EDGAR R. JOHNSON, et ux, in Wuitcalim Deed dated January 14, 1977, recorded February 28, 1977, in book 277, Page 1251, Document No. 07203, of Official Records, described as follows:

All that portion of the W 1/2 NE 1/4 Section 22 and the W 1/2 SE 1/4 Section 15, T. 13 N., R. 19 E., M.D.B. & M., bounded as follows:

Commencing at a point that is marked by a 3/4" pipe and is the Quarter Section Corner Common to Section 15 and 22, T. 13 N., R. 19 E., M.D.B. & M.; thence on the North-South centerline of said Section 22, S.  $0^{\circ}12'25''$  W., a distance of 1314.98 feet to a point marked by a "T" bar; thence East a distance of 141.67 feet to a point marked by a 1/2" pipe; thence N.  $89^{\circ}09'08''$  E., a distance of 1179.29 feet to a point marked by a 1/2" pipe; thence N.  $0^{\circ}02'07''$  E., a distance of 2621.92 feet to a point marked by a 1/2" pipe; thence N.  $89^{\circ}22'45''$  W., a distance of 1066.86 feet to a point marked by a fence post; thence S.  $86^{\circ}28'58''$  W., a distance of 248.74 feet to a 2" pipe on the North-South centerline of said Section 15; thence along said North-South centerline S.  $0^{\circ}06'51''$  W., a distance of 1320.70 feet to the Point of Commencing.

TOGETHER WITH all that portion of said land conveyed to CARL W. KIDMAN in Quitclaim Deed dated December 27, 1976, recorded February 28, 1977, in Book 277, Page 1249, document No. 07202 of Official Records, more particularly described as follows;

All that portion of the W 1/2 NE 1/4 Section 22 and the W 1/2 SE 1/4 Section 15, T. 13 N., R. 19 E., M.D.B. & M., except that portion of land bounded as follows:

CONTINUED...

UED...

commencing at a point that is marked by a 3/4" pipe and is the Quarter Section Corner Common to Sections 15 and 22, T. 13 N., R 19 E., M.D.B& ; thence on the North South centerline of said Section 22, S. 0°12'25" W., a distance of 1314.98 feet to a point marked by a "T" bar; thence east a distance of 1179.29 feet to a point marked by a 1/2" pipe; thence N. 0°02'07" E., a distance of 2621.92 feet to a point marked by a fence post; thence S. 86°28'58" W., a distance of 248.74 feet to a 2" pipe on the North-South centerline of said Section 15; thence along said North-South centerline S. 0°06'51" W., a distance of 1320.70 feet to the Point of commencing.

A.P.N. 17-170-01 & A.P.N. 17-170-05

5-15-85

12-6-85

ci

LAND PURCHASE AGREEMENT

RECEIVED FROM Robert L. and Valkyrie Basterwood as assignees, heroinafter designated as PURCHASER, the amount set forth below as DEPOSIT on account of the PURCHASE PRICE of \$ 760,000.00 (DOLLARS), for the real property in the City of unincorporated area, County of Douglas, State of Nevada, consisting of approximately 799.51 acres, APN 17-140-02-1, 17-170-01 & 05 17-051-08

upon the following TERMS and CONDITIONS:

1. FINANCIAL TERMS.

- 1-A. \$ 50,000.00 DEPOSIT evidenced by [XX] Cash, [ ] Cashiers Check, [ ] Note, [ ] Personal Check, [ ] Other: to be deposited within one (1) business day of acceptance, and escrow opened with:
1-B. \$ ADDITIONAL CASH DEPOSIT to be placed in escrow [ ] within days of acceptance, [ ] upon removal of all contingencies.
1-C. \$ BALANCE OF CASH PAYMENT AT CLOSE OF ESCROW.
1-D. \$ BONDS OR ASSESSMENTS of record if assumed by Purchaser.
1-E. \$ ADDITIONAL FINANCING: ALL CASH AT CLOSE OF ESCROW.
1-F. \$ 760,000.00 TOTAL PURCHASE PRICE (not including closing costs) Any net differences between the approximate balances of encumbrances shown above, which are to be assumed or taken subject to, and the actual balances of said encumbrances at close of escrow shall be adjusted in [ ] Cash, [ ] Other:

2. OTHER TERMS AND CONDITIONS:

- A. All water rights appurtenant to subject property to be conveyed to Buyer at close of escrow. All oil and mineral rights to be conveyed with property.
B. All other closing costs to be borne by Buyer.
C. This offer to purchase is subject to approval by appropriate Court officials.
D. Real Estate Commission to be the responsibility of Buyer. Purchase price is net to Seller.

3. ADDENDUM. (FORM 421-A: SUBORDINATION, PARTIAL RECONVEYANCES). The Addendum to Land Purchase Agreement [ ] is. [ ] is not attached hereto and made a part of this agreement.

4. CLOSING. On or before Jul 15 '86 or within 21 calendar days of acceptance, whichever is later, both parties shall deposit with an authorized Escrow holder to be selected by [ ] Purchaser, [ ] Seller, all funds and instruments necessary to complete the sale in accordance with the terms hereof. Until then, Purchaser, Seller, and Broker agree not to disclose the terms of sale. The representations and warranties shall not be terminated by conveyance of the property. Escrow fee to be paid by Buyer. Documentary transfer tax, if any, to be paid by Buyer.

5. EVIDENCE OF TITLE in the form of [XX] a policy of Title Insurance, [ ] Other, paid by Buyer.

6. BROKER REPRESENTING BOTH PARTIES. By placing their initials here: Purchaser [ ] and Seller [ ] acknowledge that the broker in this transaction, represents both parties and Purchaser and Seller consent thereto.

7. PROVISIONS ON THE REVERSE SIDE. The provisions checked below are included in this agreement on the reverse side.
[ ] A. SOIL TESTS, within days of acceptance.
[ ] B. SURVEY, paid by based upon \$ per [ ] acre, [ ] sq ft.

EXPIRATION. This offer shall expire unless a copy hereof with Seller's written acceptance is delivered to the Purchaser or to his agent on or before 12:00 Noon [ ] AM, [ ] PM, on December 24, 1985, 19.

The undersigned Purchaser has read this agreement, including items 6 through 12 on the reverse side and acknowledges receipt of a copy hereof. Purchaser acknowledges further that he has not received or relied upon any statements or representation by the undersigned Agent which are not herein expressed.

By Century 21 Clark Property Purchaser's Broker DATED: Dec 20 1985 TIME:
Patty Clark Agent
Broker's Initials: PDC Dated: 12/30/85

ACCEPTANCE

Seller accepts the foregoing offer and agrees to sell the herein described property for the price and on the terms and conditions herein specified.

COMMISSION. Seller hereby agrees to pay to

the Broker in this transaction, in Cash from proceeds at close of escrow, for services rendered.

In the event that Purchaser defaults and fails to complete the sale, the Broker shall be entitled to receive one-half of Purchaser's deposit, but not more than the commission earned, without prejudice to Broker's rights to recover the balance of the commission from Purchaser. The mutual rescission of this agreement by Purchaser and Seller shall not relieve said parties of their obligations to Broker hereunder. This agreement shall not limit the rights of Broker provided for in any listing or other agreement which may be in effect between Seller and Broker, except that the amount of the commission shall be as specified herein.

The undersigned Seller hereby acknowledges receipt of a copy hereof and authorizes Broker to deliver a signed copy to Purchaser.

By Seller's Broker DATED: 12-31-85 TIME:
Rogee Teglia Seller
Broker's Initials: Dated:

The undersigned Purchaser hereby acknowledges receipt of a copy of the accepted agreement.
DATE: TIME: Purchaser

COPY

REQUESTED BY  
**DOUGLAS COUNTY TITLE**  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

'96 JAN 13 P12:26

SUZANNE BENOUREAU  
RECORDER

\$ 11.00 PAID Bh DEPUTY

**129347**  
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