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DOUGLAS COUNTY PARKS
GARDNERVILLE RANCHOS PARK
DCPW CONTRACT NUMBER 90-07-05

RECEIVED
AUG 21 1990

Recorded at the request of
and return to:
Douglas County, Nevada
c/o Barbara Reed, County Clerk
P.O. Box 218
Minden, Nevada 89423

FILED

90-073

'90 SEP -7 P3:34

CONTRACT

M. Stabinski

THIS AGREEMENT, made this 16th day of August 1990, by and between Granite Construction Company, Nevada State Contractor's License Number 8079, hereinafter called CONTRACTOR and Douglas County, a political subdivision of the State of Nevada, acting by and through its Board of County Commissioners, hereinafter called OWNER.

WITNESSED:

THAT FOR and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

ARTICLE ONE - SCOPE OF WORK:

The CONTRACTOR shall furnish all of the materials and supplies, equipment and labor, and other services necessary to perform all of the work described in the Specifications and Contract Documents, entitled Gardnerville Ranchos Park, DCPW Contract Number 90-07-05.

ARTICLE TWO - TIME OF COMPLETION:

The work to be performed under this contract including all bid alternates shall be completed within one hundred eighty (180) CALENDAR days from the date of receipt of the formal "Notice to Proceed" unless the period for completion is specifically stated otherwise.

Should the contractor fail or refuse to complete the work within the stipulated time, including any authorized extensions of time, there shall be deducted from the monies due him, not as a penalty, but as liquidated damages, the sum of Five Hundred dollars (\$500.00) for each working day required to complete the work in addition to the period of time hereinbefore set forth.

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ARTICLE THREE - PROGRESS PAYMENTS:

The owner will pay the Contractor progress payments and the final payment in accordance with the methods set forth in the General Provisions.

ARTICLE FOUR - ACCEPTANCE AND FINAL PAYMENT:

As soon as practical, following the completion of the work, the Contractor shall make request by letter to the Engineer for a final inspection and acceptance of the work, and if, in his opinion, all provisions of the Specifications and Contract have been satisfied, he will complete the Engineer's Certificate of Final Completion and file said certificate with the Douglas County Recorder.

At expiration of thirty-five (35) calendar days following the filing of the Notice of Completion, final payment shall be made as follows: After deducting all previous payments from the total value of the work, the remaining balance shall be paid, providing that no claims, liens, or outstanding debts have been filed against the work. Notwithstanding the expiration of thirty-five (35) days, the Contractor, upon demand by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, materials, bills and other indebtedness relating to the work performed, have been paid before final payment is made.

ARTICLE FIVE - THE CONTRACT SUM:

The OWNER shall pay CONTRACTOR for the work described in the Contract Specifications and Contract Documents, entitled "Gardnerville Ranchos Park", DCPW Contract Number 90-07-05, subject to any additions or deductions provided here in the sum of One Million, Two Hundred Eighty-six Thousand, Three Hundred Six Dollars and No Cents (\$1,286,306.00), in conformance with the Bid Schedule of:

Base Bid:		\$1,289,691.00
Minus Bid Deducts:		
A) Concrete Mowing Strips	\$6,650.00	
E) "Turface" Soil Treatment	\$14,080.00	
F) Tree Rings (363 Total)	\$37,670.00	
H) Tile Floor in Concession Bld.	\$9,300.00	
Total deducts:		(\$67,700.00)
Plus Bid Additive "J" for Sod		\$64,315.00

Total Contract Amount		\$1,286,306.00

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GARDNERVILLE RANCHOS PARK
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The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Specifications and to the satisfaction of the Engineer, amounts as set forth in the Proposal. The sum is to be paid in the manner and under the conditions hereinbefore specified.

ARTICLE SIX - PERFORMANCE AND PAYMENT BONDS:

The Contractor agrees that he will, before this contract becomes effective, furnish the Owner with a Performance Bond and a Payment Bond, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the total contract sum.

The Performance Bond shall be conditioned that the work under the Contract shall be performed in accordance with the Specifications and the terms of this agreement. This bond shall be conditioned to provide and secure payment for all material, provisions, provender, and supplies, teams, trucks and other means of transportation used in or upon or about work and for any labor done thereon.

ARTICLE SEVEN - GUARANTEE BOND:

The Contractor shall, prior to the acceptance of the work by the OWNER, furnish a Guarantee Bond furnished by a company acceptable to the OWNER, in an amount equal to ten (10%) percent of the final contract price, to guarantee the work for a period of one (1) year from the completion date of the contract.

ARTICLE EIGHT - THE CONTRACT DOCUMENTS:

The following is an enumeration of the Contract Documents and they are as fully a part of the Contract as if hereto attached or hereto repeated :

Invitation to Bid
Information for Bidders
Proposal
Bid Bond
Performance Bond
Labor & Material Bond
Guarantee Bond
General Provisions
Special Provisions
Technical Provisions
Construction Plans
Addenda One and Two
Standard Specifications for Public Works Construction
Standard Details for Public Works Construction

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DOUGLAS COUNTY PARKS
GARDNERVILLE RANCHOS PARK
DCPW CONTRACT NUMBER 90-07-05

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

DOUGLAS COUNTY, NEVADA



Michael E. Fischer, Chairman
Board of County Commissioners

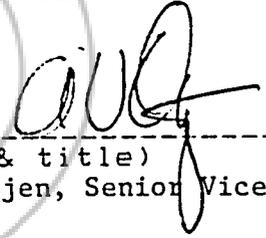
STATE OF NEVADA)
)ss.
COUNTY OF DOUGLAS)

On the 6th day of September, 1990, Michael E. Fischer, Chairman, of the Douglas County Board of Commissioners, personally appeared before me, Barbara J. Reed, Douglas County Clerk, and acknowledged to me, that in conformance with the direction of the Board of Douglas County Commissioners meeting of August 16, 1990, he executed the above instrument on behalf of Douglas County, a political subdivision of the State of Nevada.



Barbara J. Reed
Douglas County Clerk

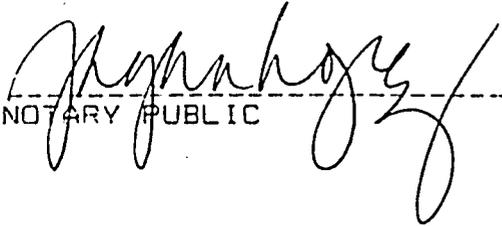
Granite Construction Company

By: 

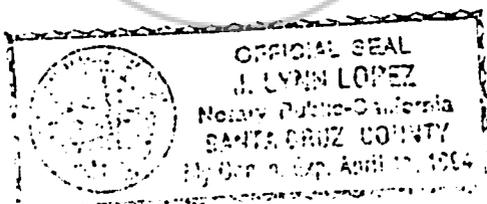
(name & title)
A.V. Otjen, Senior Vice President

State of California)
)ss.
County of Santa Cruz)

On the 24th day of August, 1990, personally appeared before me, a Notary Public, A.V. Otjen who acknowledged that he executed the above instrument.

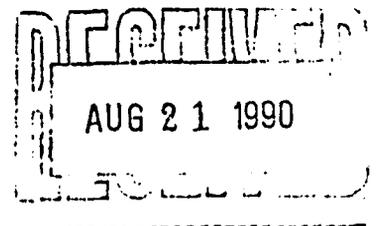


NOTARY PUBLIC



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DOUGLAS COUNTY PARKS
GARDNERVILLE RANCHOS PARK
DCPW CONTRACT NUMBER 90-07-05



FAITHFUL PERFORMANCE BOND
FOR PUBLIC WORKS CONSTRUCTION
(PURSUANT TO NRS 339)

Bond No.: 8110-69-65
Premium: \$6,414.00*

KNOW ALL MEN BY THESE PRESENTS, that _____

GRANITE CONSTRUCTION COMPANY, P.O. Box 900, Watsonville, CA 95077

(Name and address or legal designation of Contractor)

as Principal, herein after called "PRINCIPAL, and _____

FEDERAL INSURANCE COMPANY, 15 Mountain View Road, Warren, NJ 07060

(Legal designation and address of Surety) authorized to do

business of surety in the State of Nevada, as Surety, hereinafter called "SURETY", are held and firmly bound unto the County of Douglas, a political subdivision of the State of Nevada, as Oblige, hereinafter called "OWNER", for the use and benefit of claimants as hereinafter defined in the amount of

One million two hundred eighty six thousand three hundred six and 00/100 Dollars

(\$ 1,286,306.00), an amount no less than one hundred percent (100%) of the contract amount, for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, PRINCIPAL has, by written agreement dated Aug. 16, 1990 entered into contract with OWNER for the Gardnerville Ranchos Park, DCPW Contract Number 90-07-05 which is attached hereto and by reference made a part hereof, and is hereinafter referred to as "CONTRACT".

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is the condition that if the PRINCIPAL as Contractor in the Contract shall faithfully perform each and all of the conditions of the CONTRACT to be performed by him, at the times and places therein agreed upon and in conformity with the terms, specifications and conditions stated and referred to in the CONTRACT, then this obligation shall be void; otherwise, it shall remain and be in full force and effect.

*The Premium shown on this bond may be subject to adjustment in accordance with the provisions of California law recently adopted by ballot initiative.

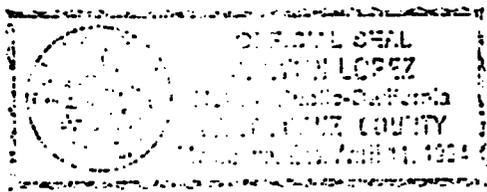
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State of California)
)ss
County of Santa Cruz)

In this 24th day of August, 1990, before me, J. Lynn Lopez, the undersigned Notary Public, personally appeared KATHLEEN KENAN, personally known to me to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of FEDERAL INSURANCE COMPANY, and acknowledged to me that she subscribed the name of FEDERAL INSURANCE COMPANY thereto as Surety and her own name as Attorney-in-Fact.

J. Lynn Lopez
J. Lynn Lopez, Notary Public



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DOUGLAS COUNTY PARKS
GARDNERVILLE RANCHOS PARK
DCPW CONTRACT NUMBER 90-07-05

FAITHFUL PERFORMANCE BOND (continued)

THE SURETY, for value received, hereby stipulates and agrees that no prepayment or delay in payment and no charge, extension, addition or alteration of any provision of the CONTRACT or in the plans, profiles, detailed drawings, specifications, and no forbearance on the part of the OWNER shall operate to relieve SURETY from liability on this bond and consent thereto without notice to or consent by SURETY is hereby given, and SURETY hereby waives provisions of any law relating thereto.

THIS BOND, is executed for the purpose of complying with the laws of the State of Nevada as contained in Chapter 339 of the Nevada Revised Statutes, and all acts amendatory thereof and no right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN THE PRESENCE OF:

Beth Hurley
Beth Hurley

GRANITE CONSTRUCTION COMPANY
PRINCIPAL (seal)

By A.V. Otjen
Title A.V. Otjen, Senior Vice President

Laura L. Smith
8/28/90

Countersigned by Laura L. Smith
NV resident agent for Alpine Ins.
Assoc., Reno, NV

FEDERAL INSURANCE COMPANY
SURETY (seal)

By Kathleen Kenan
Title Attorney-in-fact
Kathleen Kenan, Attorney-in-Fact

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DOUGLAS COUNTY PARKS
GARDNERVILLE RANCHOS PARK
DCPW CONTRACT NUMBER 90-07-05

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AUG 21 1990
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LABOR AND MATERIAL BOND
FOR PUBLIC WORKS CONSTRUCTION
(PURSUANT TO NRS 339)

Bond No.: 8110-69-65
Premium included in the
Performance Bond.

KNOW ALL MEN BY THESE PRESENTS, that _____

GRANITE CONSTRUCTION COMPANY, P.O. Box 900, Watsonville, CA 95077

(Name and address or legal designation of Contractor) as

Principal, herein after called "PRINCIPAL, and _____

FEDERAL INSURANCE COMPANY, 15 Mountain View Road, Warren, NJ 07060

(Legal designation and address of Surety) authorized to do

business of surety in the State of Nevada, as Surety, hereinafter called "SURETY", are held and firmly bound unto the County of Douglas, a political subdivision of the State of Nevada, as Oblige, hereinafter called "OWNER", for the use and benefit of claimants as hereinafter defined in the amount of _____

One million two hundred eighty six thousand three hundred six & 00/100 dollars

(\$ 1,286,306.00 _____), an amount no less than one hundred percent (100%) of the contract amount, for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, PRINCIPAL has, by written agreement dated Aug. 16, 1990 entered into contract with OWNER for the Gardnerville Ranchos Park, DCPW Contract Number 90-07-05 which is attached hereto and by reference made a part hereof, and is hereinafter referred to as "CONTRACT".

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is the condition that if the PRINCIPAL as Contractor in the Contract shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

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DOUGLAS COUNTY PARKS
GARDNERVILLE RANCHOS PARK
DCPW CONTRACT NUMBER 90-07-05

LABOR & MATERIAL BOND (continued)

THIS BOND, is executed for the purpose of complying with the laws of the State of Nevada as contained in Chapter 339 of the Nevada Revised Statutes, and all acts amendatory thereof, and this Bond shall insure to the benefit of any and all persons who perform labor upon or furnish materials to be used in or furnish appliances, transportation or power contributing to the work described in said contract, in accordance with the provisions of Chapter 339 of the Nevada Revised Statutes.

Any suit or action brought on this Bond shall be maintained in accordance with provisions as set forth in Chapter 339 of the Nevada Revised Statutes, and all acts amendatory thereof. IN WITNESS WHEREOF, the above bounden PRINCIPAL and the above bounden SURETY hereunto set their hands and seals, this 24th day of August, 1990.

IN THE PRESENCE OF:

Beth Hurley
Beth Hurley

GRANITE CONSTRUCTION COMPANY

PRINCIPAL (seal)

By: A.V. Otjen

Title A.V. Otjen, Senior Vice President

Laura L. Smith 8/28/90
Countersigned by Laura L. Smith
NV Resident agent for Alpine Ins.
Assoc., Reno, NV

FEDERAL INSURANCE COMPANY

SURETY (seal)

By: Kathleen Kenan

Title Attorney-in-fact
Kathleen Kenan, Attorney-in-Fact

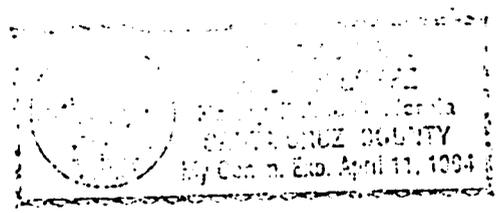
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BOOK 990 PAGE 694

State of California)
)ss
County of Santa Cruz)

On this 24th day of August, 1990, before me, J. Lynn Lopez, the undersigned Notary Public, personally appeared KATHLEEN KENAN, personally known to me to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of FEDERAL INSURANCE COMPANY, and acknowledged to me that she subscribed the name of FEDERAL INSURANCE COMPANY thereto as Surety and her own name as Attorney-in-Fact.

J. Lynn Lopez
J. Lynn Lopez, Notary Public



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DOUGLAS COUNTY PARKS
GARDNERVILLE RANCHOS PARK
DCPW CONTRACT NUMBER 90-07-05

RECEIVED
AUG 21 1990

GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

Bond No.: 8110-69-65
Premium included in the
Performance Bond.

WHEREAS, on the 16th day of August
County, Nevada as "OWNER" has awarded to

GRANITE CONSTRUCTION COMPANY hereinafter
designated as "PRINCIPAL" a contract for Gardnerville Ranchos Park

and;
WHEREAS, said Principal is required under the terms of said
contract to furnish a bond guaranteeing for a period of twelve
(12) months from the date of acceptance of said contract, the
work described in said contract against defective material and or
workmanship.

NOW THEREFORE, we the PRINCIPAL and FEDERAL INSURANCE COMPANY

as Surety,
hereinafter designated as "SURETY", are held firmly bound unto
Douglas County, a political subdivision of the State of Nevada,
hereinafter called "OBLIGE", in the penal sum of

One Hundred Twenty Eight Thousand Six Hundred Thirty & 60/100 Dollars

(\$ 128,630.60), lawful money of the United States of
America, for the payment of which sum will and truly to be made,
we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the
above-bounden PRINCIPAL, his or it's heirs, executors,
administrators, successors, or assigns shall for the said period
of twelve (12) months from the date of acceptance of said work
(as witnessed in the recorded Notice of Completion) replace any
and all workmanship, together with any other work resulting from
defective material and or workmanship, together with any other
work which may be displaced in so doing, then this obligation
shall become null and void; otherwise, it shall be and remain in
full force and virtue. And the said SURETY, for value received,
hereby stipulates and agrees that no change, extension of time,
alteration, or addition to the terms of the contract or to the
work to be performed thereunder, or the specifications
accompanying the same, shall in any way affect it's obligation on
this bond, and it does hereby waive notice of any such change,
extension of time, alteration, or addition to the terms of the
contract, or to the specifications.

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DOUGLAS COUNTY PARKS
GARDNERVILLE RANCHOS PARK
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GUARANTEE BOND (continued)

PRINCIPAL and SURETY agree that should OBLIGE become a party to any action on this bond that, each will also pay OBLIGES reasonable attorney's fees incurred therein in addition to the sum above set forth.

DATED this 24th day of August, 1990.

(Seal if a Corporation)
(attach acknowledgement
of authorized representative
of PRINCIPAL)

PRINCIPAL GRANITE CONSTRUCTION COMPANY

By: [Signature]
Title: A.V. Otjen, Senior Vice President

(attach acknowledgement)

SURETY FEDERAL INSURANCE COMPANY

By: [Signature]
(Attorney in Fact)
Kathleen Kenan, Attorney-in-Fact

Any claims under this bond should be addressed to:
(List Name & Address of SURETY)

FEDERAL INSURANCE COMPANY

15 Mountain View Road

Warren, NJ 07060

Alpine Insurance Associates

470 E. Plumb

Reno, NV 89501

Nevada Telephone Number of Surety Agent: 702/829-2345

Approved:

(Attorney for OBLIGE)

NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

[Signature] 8/28/90
Countersigned by Laura L. Smith
Nv Resident agent for Alpine
Ins. Assoc., Reno, NV
(Name and Address
of Nevada Surety
Agent, if
different than
above)

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POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 15 Mountain View Road, Warren, New Jersey, an Indiana Corporation, has constituted and appointed, and does hereby constitute and appoint A.V. Otjen, Kathleen Kenan, Paul R. Foster, R.C. Allbritton and William L. Elkins of Watsonville, California-----

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surely thereon or otherwise, bonds or obligations on behalf of GRANITE CONSTRUCTION COMPANY AND/OR GRANITE CONSTRUCTION COMPANY IN JOINT VENTURES-----

in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorneys-in-Fact in this Company's name and on its behalf as Surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon this Company.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of May 1990

Corporate Seal



[Signature]
Richard D. O'Connor
Assistant Secretary

FEDERAL INSURANCE COMPANY
By *[Signature]*
James D. Dixon
Vice President

STATE OF NEW JERSEY }
County of Somerset } SS.

On this 1st day of May 1990, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof, that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority, and that he is acquainted with James D. Dixon and knows him to be the Vice President of said Company and that the signature of said James D. Dixon subscribed to said Power of Attorney is in the genuine handwriting of said James D. Dixon and was thereto subscribed by authority of said By-Laws and in deponent's presence

Notarial Seal



STATE OF NEW JERSEY }
County of Somerset } SS.

Acknowledged and Sworn to before me
on the date above written
[Signature]
NICOLETTE T. PASCULLI
Notary Public, State of New Jersey
No. 2066518
Commission Expires October 2, 1994

CERTIFICATION

I, the undersigned Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 2, 1990 and that this By-Law is in full force and effect:

"ARTICLE XVIII

Section 2 All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice Chairman or the President or a Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney

Section 3 All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, Vice Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island, and is also duly licensed to become sole surety on bonds, undertakings, etc. permitted or required by law

I, the undersigned Assistant Secretary of FEDERAL INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney is in full force and effect

Given under my hand and the seal of said Company at Warren, N.J., this 24th day of August 1990



[Signature]
Assistant Secretary

234134

COPY

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

'90 SEP -7 P3:52

SUZANNE SAUNDREAU
RECORDER **234134**

\$ 0 PAID K12 DEPUTY
BOOK **990** PAGE **701**

CERTIFIED COPY

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

SEAD

DATE: September 4th 1990
Barbara J. Reed Clerk, 9th District Court
of the State of Nevada, in and for the County of Douglas.

By Suzanne Skirvin Deputy