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90-079

A G R E E M E N T

THIS AGREEMENT is made and entered into this 17th day of May, 1990, by and between OSCAR ABRUZZINI, MICHAEL ABRUZZINI, RANDALL ABRUZZINI, PATRICK ABRUZZINI, R.L. NOWLIN, VICTORIA NOWLIN, DAVID NOWLIN, ARTHUR DEPUTY LAZURTEGUI, DOUGLAS BARTH, DONALD CARTER, BRENTON MCDONALD, JEFFREY MOORE, LYNN FORCUM, ROBIN JENSEN AND MICHAEL ROJAS hereinafter referred to as "NOWLIN", and the COUNTY OF DOUGLAS, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY":

W I T N E S S E T H :

WHEREAS, COUNTY, pursuant to the powers granted to it under the Constitution and laws of the State of Nevada, has implemented a comprehensive plan for the sewerage and waste water development of Douglas County by providing for the acquisition and construction of sewer facilities; and

WHEREAS, the COUNTY has constructed a waste water project together with water system improvements within the airport industrial area; and

WHEREAS, ALLEGRETTI & COMPANY, TORESON INDUSTRIES, INC., HALL FAMILY TRUST, Arthur E. Hall and Joanne G. Hall, Trustees; CHRISTOPHER HALL, WHITNEY HALL, AND KIMBERLY HALL, William H. T. Bush, Trustee; OSCAR ABRUZZINI, MICHAEL ABRUZZINI, RANDALL ABRUZZINI, PATRICK ABRUZZINI, R. L. NOWLIN, VICTORIA NOWLIN, DAVID NOWLIN, ARTHUR LAZURTEGUI, DOUGLAS BARTH, DONALD CARTER, BRENTON MCDONALD, JEFFREY MOORE, LYNN FORCUM, ROBIN JENSEN AND MICHAEL ROJAS, sometimes referred to

herein as PRIVATE SECTOR PARTICIPANTS are major land owners along with COUNTY within the Douglas County Airport area and assisted COUNTY in the acquisition and improvement of such facilities; and

WHEREAS, NOWLIN has assisted the COUNTY in the construction of a waste water project and water system improvements, hereinafter referred to as the "PROJECT"; and

WHEREAS, COUNTY entered into an agreement with NOWLIN and other PRIVATE SECTOR PARTICIPANTS on or about November 1, 1984, to develop certain real property located in the County of Douglas commonly known as the Douglas County Airport Industrial Area; and

WHEREAS, NOWLIN, a participant in Develop Douglas Airport Industry (DDAI), a Nevada corporation, owns real property in the project area as of November 1, 1984, along with other PRIVATE SECTOR PARTICIPANTS, as follows:

<u>Names of Participant</u>	<u>Acres Owned</u>
Allegretti & Company	116
Hall Family Trust, Arthur E. Hall and Joanne G. Hall, Trustees, and Christopher Hall, Whitney Hall, and Kimberly Hall, William H. T. Bush, Trustee (formerly Clark and Sullivan Constructors, Inc.)	200
R. L. Nowlin and R. L. Nowlin as attorney in fact for certain individuals as hereinafter set forth	120*
Toreson Industries, Inc.	360
Douglas County	300
TOTAL	<u>1,096</u>

*R.L.N. THIRTY*

(\*Twenty acres have been sold subsequent to November 1, 1984, and the buyers are not members of DDAI.)

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The real property owned by NOWLIN is more particularly described in Exhibit "A" attached hereto; and

WHEREAS, COUNTY has accepted a grant from the Economic Development Administration, U. S. Department of Commerce, (E.D.A.), identified as Project No. 07-01-02893, for the construction of water and sewer improvements within the Douglas County Airport Industrial Area, Minden, Nevada, (the PROJECT); and

WHEREAS, the above-referenced grant only paid for a portion of the total PROJECT cost; and

WHEREAS, each of the above-named participants has committed itself or himself to pay COUNTY, as Grantee under the E.D.A. Grant, the amounts set forth hereinbelow and to make the obligations herein appurtenant to the real property owned by each of the participants respectively and each has secured these amounts by an Agreement, hereinafter referred to as "LIEN AGREEMENT" (Notice of Lien, dated December 10, 1985), on a portion of their respective properties in the Douglas County Airport Industrial Area. A copy of the above-referenced Notice of Lien is attached hereto as Exhibit "B" and incorporated herein by this reference as if set forth fully herein; and

WHEREAS, the parties entered into an agreement dated the 4th day of September, 1986, hereinafter referred to sometimes as "SEPTEMBER AGREEMENT", a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference as

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if set forth fully herein, setting forth the rights and obligations of the parties in relation to the construction and funding of the PROJECT; and

WHEREAS, it became necessary to obtain additional financing by reason of a variance in the estimated cost as opposed to bids received on the PROJECT and for relocation of certain PROJECT facilities; and

WHEREAS, the COUNTY has formed a special assessment district which issued twenty-year bonds as more fully set forth hereinbelow to provide for the funding to complete construction of the PROJECT; and

WHEREAS, the parties are desirous of entering into this agreement for purposes of restating the rights and obligations of the parties hereto with respect to the acquisition of facilities, construction and operation of the PROJECT.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby mutually agreed as follows:

1. ALLOCATION OF COSTS

It is acknowledged by the parties hereto that the initial cost estimate for the project totalled \$1,160,748.00 and that the cost of the facilities has been increased by reason of bids received by the COUNTY and costs for relocation of the sewage treatment plant facilities bringing the project

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cost to \$1,837,297.04. It is also acknowledged by the parties hereto that COUNTY purchased additional land for future use for sewage disposal which resulted in COUNTY increasing total costs of the project to \$2,113,851.10, but that NOWLIN and PRIVATE SECTOR PARTICIPANTS are not participating in the increased costs for the purchase of the additional land. The parties contributed funds based upon County Auditor's information as follows:

<u>Source of Funds</u>	<u>Amounts</u>
Allegretti & Co.	\$167,953.85
Hall Family Trust, Arthur E. Hall and Joanne G. Hall, Trustees, and Christopher Hall, Whitney Hall and Kimberly Hall, William H. T. Bush, Trustee (formerly Clark and Sullivan Constructors, Inc.)	\$200,525.06
R. L. Nowlin and R. L. Nowlin as attorney in fact for certain individuals as hereinafter set forth	\$152,902.97
Toreson Industries	<u>\$157,160.92</u>
TOTAL PRIVATE SECTOR	<u>\$678,542.80</u>
COUNTY - PROJECT	\$708,754.24
ADDITIONAL LAND	<u>\$276,554.06</u>
TOTAL COUNTY	<u>\$985,308.30</u>
EDA GRANT	\$450,000.00
GRAND TOTAL	\$2,113,851.10

2. ASSESSMENT DISTRICT BONDING

It is acknowledged by the parties hereto that the COUNTY has formed a special assessment district to provide for

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the funding of the PROJECT. The COUNTY issued twenty-year bonds with a callable provision requiring payment of a three percent (3%) premium. The assessable cost to the PRIVATE SECTOR PARTICIPANTS is \$550,000, which costs were apportioned among the PRIVATE SECTOR PARTICIPANTS.

The lien which was granted pursuant to the Notice of Lien dated December 9, 1985, as described hereinabove shall be released by the COUNTY upon the recordation of the assessment lien and the obligations set forth in the Lien Agreement dated December 9, 1985, and shall be rescinded and considered null and void without further action or requirement of either party hereto.

3. DEDICATION OF EASEMENTS

NOWLIN hereby agrees to dedicate necessary right-of-way easements and temporary construction easements for the construction of the PROJECT. COUNTY agrees to grant necessary rights of way, easements and temporary construction easements for any future water, sewer line, or other easements necessary to serve NOWLIN lands.

4. ALLOCATION OF BASIC TREATMENT PLANT CAPACITY

The treatment plant was designed so as to provide each of the four PRIVATE SECTOR PARTICIPANTS and COUNTY with 5,300 gallons per day (gpd) of untreated effluent capacity which is twenty percent (20%) of the basic treatment plant capacity of 26,500 gpd.

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5. INCREASE OF CAPACITY

The term "increase of capacity" is used herein to identify a requirement based upon demand by a PRIVATE SECTOR PARTICIPANT or any of them for an increase in sewer treatment capacity within the service area. In the event that a demand for an increase of capacity is made, COUNTY acting as the utility company shall increase the treatment plant capacity based upon the specified needs and shall require payment of fees based upon the rate structure for capacity as adopted by COUNTY. All fees shall be paid prior to issuance of building permits for any lot or parcel.

6. CONNECTION OF TRUNK LINES

NOWLIN is hereby granted the right to connect to the water and sewer trunk lines abutting or adjacent to the property described in Exhibit "A" without fees or charges of any kind imposed by COUNTY for the privilege of doing so.

COUNTY, as an entity, reserves the right to charge connection fees for any building or use requiring sewer service within the project area, except that each PRIVATE SECTOR PARTICIPANT shall be allowed to utilize the amount of sewage capacity allocated within this agreement at no charge other than normal inspection fee or service charges.

7. REIMBURSEMENT OF RELOCATION COSTS

NOWLIN and the other PRIVATE SECTOR PARTICIPANTS shall be reimbursed by the COUNTY for the additional costs caused by the relocation of the PROJECT plant. The relocation

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cost incurred by the PRIVATE SECTOR PARTICIPANTS is the principal sum of \$182,040. Interest on the principal sum or any remaining portion thereof shall accrue at the prime rate as set by First Interstate Bank of Nevada beginning on July 1, 1988, the same to be adjusted on January 2 of each successive year hereafter. Payments to be made to ALLEGRETTI and the remaining PRIVATE SECTOR PARTICIPANTS shall be made by participation on a prorata basis of the hook up fees charged by the COUNTY for connection to the sewer plant facilities. The participation in the hook up fees between the COUNTY and the PRIVATE SECTOR PARTICIPANTS shall be made on the basis of the one-half COUNTY and one-half PRIVATE SECTOR PARTICIPANTS. ALLEGRETTI acknowledges that distribution of the hook up fee participation payments among the PRIVATE SECTOR PARTICIPANTS shall be apportioned in equal shares among them.

8. TRANSFERABILITY OF RIGHTS AND OBLIGATIONS

All rights and benefits derived by the parties hereto in the PROJECT are deemed to be appurtenant to the property described in Exhibit "A". Such rights and benefits may not be sold or transferred independently of the land or some portion thereof to which they are appurtenant and any such attempted sale shall be null and void.

9. COUNTY OBLIGATIONS

As material consideration hereunder, COUNTY makes the following representations and hereby agrees to be bound thereby:

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a. That the officials executing this agreement have full authority to bind the COUNTY to each and every term of this agreement whether stated herein or incorporated by reference.

b. That the COUNTY shall, to the extent necessary according to law, obtain the consent and/or approval of all necessary persons, entities or governmental authorities as may be required by federal, state, or local law to give full effect to this agreement.

c. That the COUNTY shall abide by its waste water master plan and require all new industrial development, whether presently zoned industrial or in the future to be zoned industrial, to connect to and receive service from a regional treatment facility and shall not be allowed to use any sewage disposal method other than such regional facilities as are consistent with the master plan. This paragraph shall not apply to any currently zoned industrial property which has already received approval of its plans from COUNTY.

10. CONDITIONS PRECEDENT

The obligations incurred by NOWLIN hereunder are subject to, and shall arise upon, the COUNTY satisfying the following requirements:

a. To duly execute, approve or ratify this agreement and the remaining PRIVATE SECTOR PARTICIPANTS' agreements under law pursuant to notice as may be required. In this regard, either of the parties hereto have the right

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to record in the public records any ordinance affirming or ratifying this agreement or any other ordinance which affects the terms hereof.

b. That the COUNTY has taken all steps necessary with regard to the financing of the COUNTY's portion of the project as the same may be required by federal, state, or local law so as to give full effect to this agreement and prevent voidability of any of the terms and provisions contained herein. In this regard, COUNTY hereby acknowledges that this agreement is entered into by COUNTY for the purpose of obtaining the facilities for the sewer and water project described herein pursuant to the master plan for the Carson Valley area.

11. EFFECT OF AGREEMENT

The parties hereto acknowledge and agree that similar agreements are being executed between COUNTY, Toreson Industries, Inc.; Hall Family Trust, Arthur E. Hall and Joanne G. Hall, Trustees; Christopher Hall, Whitney Hall and Kimberly Hall, William H. T. Bush, Trustee; and Allegretti & Company. Any default by any of the parties in the performance of their respective obligations will have a severe adverse impact on the others. It is hereby acknowledged that Toreson Industries, Inc.; Hall Family Trust, Arthur E. Hall and Joanne G. Hall, Trustees; Christopher Hall, Whitney Hall and Kimberly Hall, William H. T. Bush, Trustee; and Allegretti & Company are third-party beneficiaries of this Agreement.

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The parties hereto agree that the subject agreement shall run with and bind the land of the parties.

12. NOTICES

Any notice, request, demand, instruction or other document to be given hereunder to any party shall be in writing and shall either be personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery) or delivered by mail, sent by registered or certified mail, return receipt requested, addressed as follows:

COUNTY:

Douglas County  
1616 8th Street  
Minden, NV 89423

NOWLIN ET. AL.

R.L. Nowlin  
P.O. Box 2648  
Minden, NV 89423

Notices so mailed shall be deemed to have been given forty-eight (48) hours after the deposit of same in any United States mail post office box in the state to which the notice is addressed, or seventy-two (72) hours after deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. The addresses and addressees for the purpose of this paragraph may be changed by giving written notice. Unless and until such written notice is received, the last address and addressee stated by written notice, or as provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

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13. WAIVER

The waiver or failure to enforce any provision of this agreement shall not operate as a waiver of any future breach of such provision or of any other provisions hereof.

14. MERGER

All understandings and agreements heretofore had between the parties respecting the services contemplated by this agreement are merged by this agreement which fully and completely express the agreement of the parties. There are no agreements except as specifically set forth in this agreement or to be set forth in the instruments or other documents delivered or to be delivered hereunder. In that regard, it is acknowledged by the parties hereto that this agreement supercedes the SEPTEMBER AGREEMENT described hereinabove.

15. AMENDMENTS

No change in or addition to, or waiver or termination of this agreement or any part thereof shall be valid unless in writing and signed by or on behalf of each of the parties hereto.

16. PARAGRAPH HEADINGS

The paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this agreement.

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17. SUCCESSORS AND ASSIGNS

All of the terms and provision of this agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties and each of their respective successors and assigns.

18. SEVERABILITY

Each and every term, provision, condition, promise or covenant contained in this agreement, or portions thereof, is intended to be severable. If any such term, provision, condition, promise or covenant hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity or legality of the remaining portion of this agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

COUNTY OF DOUGLAS, a political subdivision of the State of Nevada

By: *Michael E. Fischer*  
Michael E. Fischer, Chairman  
Douglas County Board of Commissioners

ATTEST:

APPROVED AS TO FORM:

*Burton Reed*  
DOUGLAS COUNTY CLERK

*Brent Kohrt*  
DOUGLAS COUNTY DISTRICT ATTORNEY

*R. L. Nowlin*  
R. L. NOWLIN

*Oscar Abruzzini*  
OSCAR ABRUZZINI

*Michael Abruzzini*  
MICHAEL ABRUZZINI

*Randall Abruzzini*  
RANDALL ABRUZZINI

*Patrick Abruzzini*  
PATRICK ABRUZZINI

*Victoria Nowlin*  
VICTORIA NOWLIN

*David Nowlin*  
DAVID NOWLIN

*Arthur Lazurtegui*  
ARTHUR LAZURTEGUI

*Donald Carter*  
DONALD CARTER

*Douglas Barth*  
DOUGLAS BARTH

*Lynn Forcum*  
LYNN FORCUM

*Brenton McDonald*  
BRENTON McDONALD

*Robin Jensen*  
ROBIN JENSEN

*Jeffrey Moore*  
JEFFREY MOORE

*Michael Rojas*  
MICHAEL ROJAS

BY: *R. L. Nowlin*  
R. L. NOWLIN, Attorney-in-Fact

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STATE OF NEVADA )

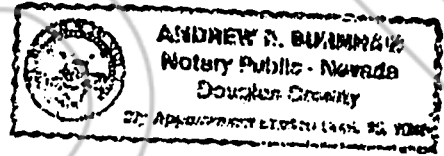
County of Douglas )

SS

On this 16<sup>th</sup> day of August, 1990,  
before me, the undersigned Notary Public in and for said  
County and State, personally appeared R. L. NOWLIN, known to  
me to be the person described in and who executed the  
foregoing instrument, and who acknowledged to me that he did  
so voluntarily and for the uses and purposes therein  
mentioned.

WITNESS my hand and official seal.

  
NOTARY PUBLIC



COPY

249026

R. L. Nowlin

A parcel of land located within a portion of the East one-half (E1/2) of Section 5, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the Southeast corner of Section 5, T.13N., R.20E., M.D.B.&M.; thence North  $89^{\circ} 57' 10''$  West, 276.08 feet to the Southeast corner of said parcel, THE POINT OF BEGINNING; thence continuing North  $89^{\circ} 57' 10''$  West, 990.34 feet; thence North  $00^{\circ} 02' 30''$  West, 5,285.65 feet to the South right-of-way line of Johnson Lane; thence along said right-of-way South  $89^{\circ} 54' 40''$  East, 990.34 feet; thence South  $00^{\circ} 02' 30''$  East, 5,284.93 feet to THE POINT OF BEGINNING, containing 120.161 acres, more or less.

May 8, 1990

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EXHIBIT A

BOOK 491 PAGE 3036

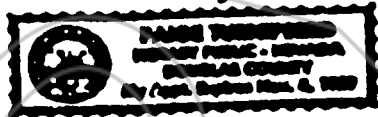




1 STATE OF NEVADA )  
2 CARSON CITY ) ss.

3 On this 10th day of December, 1985, personally ap-  
4 peared before me, a notary public, in and for said county and  
5 state, JAMES VASEY, known to me to be the person whose name is  
6 subscribed to the within instrument as the attorney-in-fact of  
7 R. L. HOWLIN, and acknowledged to me that he subscribed the name  
8 of R. L. HOWLIN thereto as principal, and his own name as attor-  
9 ney-in-fact, freely and voluntarily and for the uses and purposes  
10 therein mentioned.

11  
12 *James Vasey*  
13 NOTARY PUBLIC



Let's compare  
PLANNING INSTRUMENTS  
FORMS...  
© 1985, 1986  
and is printed in  
Carson City, NV

DVD36

128474  
1001285 111732

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December 9, 1965

R. L. Nowlin

25.53 Acre Parcel

A parcel of land located within a portion of the West 990 feet of the East one half (E 1/2) of the East one half (E 1/2) of Section 5, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the southwest corner of the East one half (E1/2) of the East one half (E1/2) of Section 5, Township 13 North, Range 20 East, M.D.B & M., the Point of Beginning; thence North 00° 04' 05" East, 1123.04 feet; thence North 89° 46' 24" East, 990.21 feet; thence South 00° 03' 46" West, 1123.04 feet; thence South 89° 46' 24" West, 990.31 feet to the Point of Beginning, containing 25.53 acres, more or less.



CERTIFIED COPY

The document to which this certificate is attached is a true and correct copy of the original as recorded in my office.

SEAL

DATE: 12-20-65  
G. Bernard Goss, the Clerk of the Court of the State of Nevada, in and for the County of Douglas.  
By: [Signature] Deputy

REQUESTED BY  
DOUGLAS COUNTY  
GENERAL RECORDS  
300 N. 2ND ST., NEVADA

75 DEC 20 AM 54

SUZANNE BEAUCREAU  
RECORDER

S. J. PAID DEPUTY

128474  
BOOK 1285 PAGE 1733

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7.1.13  
86:49

AGREEMENT

'86 SEP-5 A9:15

THIS AGREEMENT is made and entered into <sup>YVONNE B. BIRD</sup> ~~CHIEF~~ <sup>1/12</sup> day of September, 1986, by and between <sup>R. L. Nowlin</sup> ~~R. L. NOWLIN~~, hereinafter referred to as "NOWLIN", and the COUNTY OF DOUGLAS, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY",

W I T N E S S E T H:

WHEREAS, COUNTY entered into an agreement with DEVELOP DOUGLAS AIRPORT INDUSTRY, a Nevada corporation (D.D.A.I.), on November 1, 1984. The participants in D.D.A.I. and the respective acreages owned by the participants in the Douglas County Airport Industrial Area, which area is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, as of November 1, 1984, were as follows:

<u>Name of Participant</u>	<u>Acres Owned</u>
Allegretti & Company	116
Clark & Sullivan	
Constructors, Inc.	200
R. L. Nowlin	120*
Toreson Industries	360
Douglas County	300
<b>TOTAL</b>	<b><u>1,096</u></b>

\*Ten acres have been sold subsequent to November 1, 1984, and the buyer is not a member of D.D.A.I. The acres owned by the participants are more particularly described in Exhibits "B-1 through B-5", which is attached hereto and incorporated herein by this reference.

WHEREAS, COUNTY has accepted a grant from the Economic Development Administration (E.D.A.), U.S. Department of Commerce, identified as Project No. 07-01-02893, for the construction of

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DWE14

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EXHIBIT C

LAW OFFICES  
ALLISON, MCKENZIE,  
ARTMAN, SOUMBENIOTIS  
& RUSSELL, LTD  
402 N. Dorman St  
Carson City, NV 89701

1 water and sewer improvements within the Douglas County Airport  
 2 Industrial Area, Minden, Nevada, hereinafter referred to as the  
 3 "PROJECT"; and

4 WHEREAS, the above-referenced grant will only pay for a  
 5 portion of the total PROJECT cost; and

6 WHEREAS, NOWLIN has previously entered into an agree-  
 7 ment with FLANEX CORPORATION, a Nevada corporation (hereinafter  
 8 "FLANEX"), relating to the construction of a water line which  
 9 will service the property of NOWLIN and the property of FLANEX;  
 10 and

11 WHEREAS, each of the above-named participants has com-  
 12 mitted itself or himself to pay COUNTY, as Grantee under the  
 13 E.D.A. Grant, the amounts set forth below and each has secured  
 14 these amounts by an Agreement, hereinafter referred to as "AGREE-  
 15 MENT", and Notice of Lien, dated December 9, 1985, on a portion  
 16 of their respective properties in the Douglas County Airport  
 17 Industrial Area. The above-referenced AGREEMENT and Notice of  
 18 Lien are attached hereto as Exhibits "C" and "D", respectively,  
 19 and are incorporated herein by this reference as if fully set  
 20 forth herein.

21 These funds as paid will be placed in a separate fund  
 22 by COUNTY, along with the funds supplied by COUNTY and E.D.A. as  
 23 follows:

<u>Source of Funds</u>	<u>Percentage Interest in TOTAL PROJECT</u>	<u>Amounts</u>
Allegretti & Co.	6.70450	\$ 77,828
Clerk & Sullivan Cons- tructors, Inc.	7.4374	86,280
R. L. Nowlin	10.9976	127,655
Toreson Industries	<u>7.2645</u>	<u>84,324</u>
<b>TOTAL PRIVATE SECTOR</b>	<b><u>32.40400</u></b>	<b><u>\$ 376,087</u></b>

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DNE14

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LAND OFFICER  
 ALLIANCE BANKING  
 10000 RIVERSIDE DRIVE  
 SUITE 110  
 LAS VEGAS, NV 89141  
 (702) 735-1100

249026

BOOK 491 PAGE 3041

1 COUNTY (portion based on  
2 rights and obligations  
3 comparable to those  
4 of private sector)

9.26120

\$ 107,499

4 COUNTY (portion for  
5 the funding of "extra  
6 capacity" (that portion  
7 of the Sewer Plant,  
8 Effluent Disposal,  
9 Plant Site and Engin-  
10 eering being built or  
11 acquired now for future  
12 use less a relative  
13 portion of the E.D.A.  
14 Grant)) as per Exhibit  
15 "E" attached hereto  
16 and incorporated  
17 herein by this  
18 reference

19.57030

\$ 227,162

12 TOTAL COUNTY

28.83150

334,661

13 E.D.A. Grant

38.76450

\$ 450,000

15 TOTAL

100.000

\$ 1,160,748

16 WHEREAS, NOWLIN desires to make the obligations and  
17 rights embodied in this Agreement appurtenant to the real prop-  
18 erty owned by NOWLIN, which is more particularly described in  
19 Exhibit "B-1", attached hereto and incorporated herein by this  
20 reference.

21 WHEREAS, the parties desire to enter into this Agree-  
22 ment in order to govern their rights and obligations with respect  
23 to the construction and operation of the PROJECT,

24 NOW, THEREFORE, in consideration of the mutual cove-  
25 nants, conditions, terms and promises herein contained, the  
26 parties hereto do hereby agree as follows:

27 1. DEDICATION OF EASEMENTS:

28 NOWLIN hereby agrees to dedicate necessary right-ofway

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DWE14

-3-

LAW OFFICES  
ALLISON THOMPSON  
ATTORNEY AT LAW  
800 N. BROAD ST.  
DALLAS, TEXAS 75202

249026

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1 easements and temporary construction easements for the construc-  
2 tion of the PROJECT.

3 2. OPERATION OF SEWER AND WATER SYSTEM:

4 COUNTY hereby agrees to act as the "utility company"  
5 for the operation of the sewer and water systems. COUNTY will  
6 charge hook-up fees and such charges and fees as are necessary  
7 for the operation and maintenance of the system on a no-profit  
8 basis determined by using generally accepted accounting prin-  
9 ciples for utilities. COUNTY shall cause an annual opinion audit  
10 to be conducted by certified public accountants to determine the  
11 results of operations.

12 COUNTY, in accordance with the practices of the utility  
13 industry, shall establish necessary and reasonable rules and reg-  
14 ulations for the sewer and water systems.

15 The parties hereto do hereby agree to the procedural  
16 principles relating to payments made or to be made by NOWLIN pur-  
17 suant to the AGREEMENT, as those principles are set forth in  
18 Exhibit "F".

19 3. ALLOCATION OF BASIC TREATMENT PLANT CAPACITY:

20 The treatment plant was so-designed as to provide each  
21 of the five participants 5,000 gallons per day (gpd) of untreated  
22 effluent capacity which is twenty percent (20%) percent of the  
23 treatment plant capacity of 25,000 gpd.

24 It is possible, using the same amount of money allo-  
25 cated for the construction of a 25,000 gpd treatment plant, a  
26 greater capacity plant may be constructed. In such event, each  
27 of the five participants shall have twenty percent (20%) of the  
28 greater capacity in addition to the 25,000 gpd.

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1 4. SALE OF EXCESS CAPACITY:

2 a. Pre-completion. No extra capacity, as  
3 delineated on Exhibit "C", will be sold to anyone other than  
4 Allegretti & Company, Clark & Sullivan Constructors, Inc., a  
5 Nevada corporation, R. L. Nowlin or Toreson Industries, a Nevada  
6 corporation, until such time as the PROJECT is complete as  
7 defined in the terms of the R.R.R. Grant. However, prior to com-  
8 pletion of the PROJECT, Allegretti & Company, Clark & Sullivan  
9 Constructors, Inc., R. L. Nowlin or Toreson Industries, or any of  
10 them may purchase extra capacity from COUNTY at the price actu-  
11 ally paid by COUNTY for construction costs, plus five percent  
12 (5%). In the event extra capacity is sold prior to completion of  
13 the PROJECT, the price for such excess capacity will be ulti-  
14 mately determined when the PROJECT is complete. In the interim,  
15 the price for such capacity will be as estimated on Exhibit "E",  
16 such price to be adjusted upon completion.

17 b. Subsequent to Completion. During the one-  
18 year period subsequent to completion of the PROJECT, Allegretti &  
19 Company, Clark & Sullivan Constructors, Inc., R. L. Nowlin, and  
20 Toreson Industries will have rights of first refusal to purchase  
21 extra capacity as defined in Exhibit "E" on the terms set forth  
22 herein.

23 (2) From If during the one-year period  
24 following completion of the PROJECT, COUNTY desires to sell  
25 all or a portion of the extra capacity to any person or  
26 entity, or if COUNTY receives from any person or entity a  
27 written bona fide offer to purchase all or any portion of  
28 the extra capacity which COUNTY desires to accept, then

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1 COUNTY shall first offer to Allegretti & Company, Clark &  
2 Sullivan Constructors, Inc., R. L. Nowlin and Toreson  
3 Industries (or in the event one of them is the intended  
4 purchaser, COUNTY shall offer to the other three) the  
5 purchase of the extra capacity or the portion thereof which  
6 is offered to be purchased or sold for the same price and on  
7 the same terms and conditions as offered. COUNTY shall give  
8 written notice of the offer to those entitled thereto, in-  
9 cluding the name and address of the intended purchaser, the  
10 purchase price, and all of the terms and conditions thereof.  
11 Those receiving such notice shall then have thirty (30) days  
12 after receipt of the notice to accept or reject the offer.  
13 If written acceptance is not given to COUNTY within thirty  
14 (30) days, then COUNTY may, within three (3) months from the  
15 date of expiration of the thirty (30) day period, sell the  
16 specified excess capacity to the intended purchaser or any  
17 other person or entity matching the price and the terms and  
18 conditions specified in the notice.

19 If the sale is completed to the intended pur-  
20 chaser or other person or entity for the price and on the  
21 terms and conditions specified in the notice within the  
22 three (3) month period, then the right of first refusal con-  
23 tained in this paragraph shall be considered waived and  
24 revoked for purposes of the extra capacity sold. If the  
25 right of first refusal granted herein is not exercised and  
26 if the sale is not completed by COUNTY to the intended pur-  
27 chaser within the three (3) month period, then COUNTY must  
28 again comply with all of the provisions of this paragraph

LAST OFFICE  
ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 08-11-10 BY  
60324 UCBAW/BK

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1 before completing any sale of all or any portion of the  
2 extra capacity.

3 In the event more than one party entitled to  
4 do so elects to exercise its right of first refusal granted  
5 hereunder, they shall each be entitled to purchase a frac-  
6 tion of the extra capacity being sold the denominator of  
7 which shall be the number of acres owned by the parties  
8 desiring to purchase such capacity located within the  
9 Douglas County Airport Industrial Area and the numerator of  
10 which shall be the number of acres owned by such person  
11 desiring to purchase the extra capacity.

12 5. CONNECTION TO TRUNK LINES:

13 NOWLIN is hereby granted the right to connect to the  
14 water and sewer trunk lines abutting the property described in  
15 Exhibit "B-1" without fees or charges of any sort imposed by  
16 COUNTY for the privilege of doing so.

17 6. TRANSFER CONDITIONS:

18 Upon completion of the PROJECT, as completion is  
19 defined in the E.D.A. Grant, NOWLIN will transfer to COUNTY all  
20 its right, title and interest in and to the physical assets of  
21 the PROJECT in exchange for the rights set forth in paragraphs 3,  
22 4 and 5 above.

23 7. ADMINISTRATION:

24 COUNTY, as the recipient of the E.D.A. Grant, shall act  
25 as the Administrator of the PROJECT. COUNTY will report monthly  
26 to a committee composed of Allegretti & Company, Clark & Sullivan  
27 Constructors, Inc., R. L. Nowlin and Toreson Industries, or their  
28 representatives, as to the status of the PROJECT, and any actions

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1 which would require approval.

2 **8. COST VARIANCES:**

3 The actual total PROJECT cost may vary from the esti-  
4 mated total PROJECT cost of \$1,160,748.00. In the event of a  
5 variation in costs, the parties' obligations to pay for the PROJ-  
6 ECT will be increased or decreased in accordance with their re-  
7 spective percentage interests as outlined in Exhibit "E".

8 If the actual cost is more than ten percent (10%)  
9 greater than the estimated cost and parties holding fifty-one  
10 percent (51%) of the financial interests, excluding the E.D.A.  
11 interest, in the PROJECT, agree to fund the additional cost, all  
12 participants will pay their proportional shares as their respec-  
13 tive percentage interests appear in the recitals hereto. COUNTY  
14 will request that bids for construction of the PROJECT be sub-  
15 mitted in accordance with the six (6) elements of construction  
16 delineated in Exhibit "E".

17 **9. TRANSFERRABILITY OF RIGHTS AND OBLIGATIONS:**

18 All rights and benefits derived by the parties hereto  
19 in the PROJECT are deemed to be appurtenant to the property de-  
20 scribed in Exhibit "B". Such rights and benefits may not be sold  
21 or transferred independently of the land or some portion thereof  
22 to which they are appurtenant and any such attempted sale shall  
23 be null and void; except that such rights and benefits may be  
24 sold to other owners of real property in the Douglas County  
25 Airport Industrial Area in the absolute discretion of the holders  
26 of such rights and benefits.

27 **10. EFFECT OF AGREEMENT:**

28 The parties hereto acknowledge and agree that similar

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1 agreements are being executed between COUNTY and Clark & Sullivan  
2 Constructors, Inc., a Nevada corporation, Toreson Industries,  
3 Inc. a Nevada corporation, and Allegretti & Company, a California  
4 corporation. Any default by any of the parties in the perform-  
5 ance of their respective obligations will have a severe adverse  
6 impact on the others. Clark & Sullivan Constructors, Inc.,  
7 Allegretti & Company and Toreson Industries, Inc., are third-  
8 party beneficiaries of this Agreement.

9 Pursuant to the agreement entered by and between PLANEX  
10 and NOWLIN, PLANEX has agreed to build and construct a water line  
11 through property owned by it adjacent to property owned by NOWLIN  
12 concurrently with the construction of a similar water line by  
13 NOWLIN.

14 11. NOTICES: Any notice, request, demand, instruction  
15 or other document to be given hereunder to any party shall be in  
16 writing and shall either be personally delivered to the person at  
17 the appropriate address set forth below (in which event such  
18 notice shall be deemed effective only upon such delivery) or  
19 delivered by mail, sent by registered or certified mail, return  
20 receipt requested, addressed as follows:

21 COUNTY:

Douglas County, Adams Ave  
11th St West  
Minden, NV 89423

22 NOWLIN:

P.O. Box 248 248 cert.  
Minden, NV 89423  
(702) 267-2536

23 Notices so mailed shall be deemed to have been given 48  
24 hours after the deposit of same in any United States mail post  
25 office box in the state to which the notice is addressed, or 72  
26 hours after deposit in any such post office box other than in the

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LAND OFFICES  
ALL STATE LAND OFFICES  
AND FEDERAL BUREAU OF LANDS  
© 1988, 1979  
AND U.S. DEPARTMENT OF  
COMMERCE, THE BUREAU

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1 state to which the notice is addressed, postage prepaid, address-  
2 sed as set forth above. The addresses and addressees for the  
3 purpose of this paragraph may be changed by giving written  
4 notice. Unless and until such written notice is received, the  
5 last address and addressee stated by written notice, or as pro-  
6 vided herein if no written notice of change has been sent or re-  
7 ceived, shall be deemed to continue in effect for all purposes  
8 hereunder.

9 12. WAIVER: The waiver or failure to enforce any pro-  
10 vision of this Agreement shall not operate as a waiver of any  
11 future breach of such provision or of any other provisions here-  
12 of.

13 13. MERGER: All understandings and agreements here-  
14 tofore had between the parties respecting the services contem-  
15 plated by this Agreement are merged by this Agreement which fully  
16 and completely express the agreement of the parties. There are  
17 no agreements except as specifically set forth in this Agreement  
18 or to be set forth in the instruments or other documents deliv-  
19 ered or to be delivered hereunder.

20 14. AMENDMENTS: No change in or addition to, or waiv-  
21 er or termination of this Agreement or any part thereof shall be  
22 valid unless in writing and signed by or on behalf of each of the  
23 parties hereto.

24 15. PARAGRAPH HEADINGS: The paragraph headings herein  
25 contained are for the purposes of identification only and shall  
26 not be considered in construing this Agreement.

27 16. SUCCESSORS AND ASSIGNS: All of the terms and pro-  
28 visions of this Agreement shall be binding upon and shall inure

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BOOK 986 NU 582

LAW OFFICES  
ALLIANCE BUILDING  
ATTORNEYS AT LAW  
6 MARSHALL ST. N.W.  
WAS. DC 20005-1100  
Phone: 202-638-1100  
Fax: 202-638-1101

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1 to the benefit of and be enforceable by the parties and each of  
2 their respective successors and assigns.

3 17. ATTORNEYS' FEES: In the event of any controversy,  
4 claim or dispute between the parties hereto arising out of or  
5 relating to this Agreement or the breach thereof results in arbit-  
6 ration or litigation, the prevailing party in such proceedings  
7 shall be entitled to recover from the losing party reasonable  
8 expenses, attorney's fees and costs.

9 18. SEVERABILITY: Every provision of this Agreement  
10 is intended to be severable. If any term or provision hereof is  
11 illegal or invalid for any reason whatsoever, such illegality  
12 shall not affect the validity of the remainder of the within  
13 Agreement.

14 19. ARBITRATION: Any disputes or controversies arising  
15 under this Agreement shall be resolved by arbitration and  
16 such dispute or controversy shall be judged pursuant to the rules  
17 and procedures of the American Arbitration Association and the  
18 findings thereof shall be binding on all parties hereto.

19 IN WITNESS WHEREOF, the parties hereto have executed  
20 this Agreement as of the date first written above.

21   
22 R.L. NOWLIN

23  
24 COUNTY OF DOUGLAS, a political  
25 subdivision of the State of Nevada

26 By   
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1 The undersigned hereby consents to this Agreement.  
2 FLANEX joins in the execution hereof for the express purpose of  
3 evidencing its consent to this Agreement and for the purpose of  
4 insuring that it will carry out its obligations set forth in the  
5 Agreement described in Paragraph 10 hereof.

6 FLANEX CORPORATION

7  
8 By \_\_\_\_\_  
9 its \_\_\_\_\_  
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LAW OFFICE  
ALLIANCE BANKING  
CORPORATION, 1700 MAIN STREET  
S. CHARLES, IOWA  
50301-1000

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TABLE OF EXHIBITS

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- Exhibit A. Description of Douglas County Airport Industrial Area
- Exhibit B-1. Property owned by Nowlin
- Exhibits B-2 through B-4. Property owned by other parties
- Exhibit C. Agreement to pay County \$127,655.00
- Exhibit D. Notice of Lien which lien secures performance of the Exhibit "C" Agreement
- Exhibit E. Cost Distribution Schedule
- Exhibit F. Procedural principles re payments made by Nowlin Pursuant to the Exhibit "C" Agreement

COPY

LAW OFFICES  
ALLRED, BENTON, SMITH,  
STUBBS, BROWN & WATSON  
P. O. BOX 1170  
402 W. Duane St.  
Casper, Wyo. 82401

DWES

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DESCRIPTION OF DOUBLAS COUNTY

AIRPORT INDUSTRIAL AREA

W $\frac{1}{4}$ , Sec. 4, T. 13 N., R. 20 E., M.D.B.  
E $\frac{1}{4}$ , Sec. 5, T. 13 N., R. 20 E., M.D.B.  
E $\frac{1}{4}$ , Sec. 8, T. 13 N., R. 20 E. M.D.B.,  
S $\frac{1}{4}$ SW $\frac{1}{4}$ , Sec. 8, T. 13 N., R. 20 E., M.D.B.,  
excepting the westerly 429.43'  
NE $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 9, T. 13 N., R. 20 E., M.D.B.  
NE $\frac{1}{4}$ , Sec. 17, T. 13 N., R. 20 E., M.D.B.  
N $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 17, T. 13 N., R. 20 E., M.D.B.,  
excepting the westerly 429.43'

DWE13

Exhibit "A"

140449

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August 20, 1986

R. L. NOWLIN, ET. AL.  
FLANEX CORP. & R. L. NOWLIN PROPERTY

A parcel of land located within a portion of the East one half (E1/2) of Section 5, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada described as follows:

Commencing at the Southeast corner of Section 5, T. 13N., R. 20E., N.D.B. & M.; thence North 89° 57' 10" West, 276.08 feet to the Southeast corner of said parcel, the POINT OF BEGINNING; thence continuing North 89° 57' 10" West, 990.34 feet; thence North 00° 02' 30" West, 5285.65 feet to the South right-of-way line of Johnson Lane; thence along said right-of-way South 89° 54' 40" East, 990.34 feet; thence South 00° 02' 30" East, 5284.93 feet to the POINT OF BEGINNING, containing 120.161 acres, more or less.

Said parcel is also described as the total properties of R. L. Nowlin, et. al., Flanex Corp. and R. L. Nowlin as shown on the unrecorded Record of Survey No. 15 for Douglas County as prepared by Resource Concepts, Inc.



EXHIBIT "B-1"

140449  
BOOK 986 PAGE 597

249026

BOOK 491 PAGE 3054

December 9, 1985

R. L. Nowlin

25.53 Acre Parcel

A parcel of land located within a portion of the West 990 feet of the East one half (E 1/2) of the East one half (E 1/2) of Section 5, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the southwest corner of the East one half (E1/2) of the East one half (E1/2) of Section 5, Township 13 North, Range 20 East, M.D.B & M., the Point of Beginning; thence North 00° 04' 05" East, 1123.04 feet; thence North 89° 46' 24" East, 990.21 feet; thence South 00° 03' 46" West, 1123.04 feet; thence South 89° 46' 24" West, 990.31 feet to the Point of Beginning, containing 25.53 acres, more or less.



EXHIBIT "B-1"

140449  
BOOK 986 PAGE 588

249026

BOOK 491 PAGE 3055

August 20, 1906

ALLEGRETTI PROPERTY

A parcel of land located within a portion of Section 8 and a portion of Section 17, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the one quarter corner common to Section 8 and 17, T. 13N., R. 20 E., M.D.B. & M; thence South  $89^{\circ} 38' 01''$  West, 23.00 feet to the West right-of-way line of Maybourne Road, the POINT OF BEGINNING; thence South  $00^{\circ} 09' 02''$  East, 1324.80 feet; thence South  $89^{\circ} 43' 06''$  West, 2159.49 feet; thence North  $00^{\circ} 00' 43''$  East, 1321.62 feet; thence North  $00^{\circ} 07' 03''$  East, 1255.42 feet more or less to the South right-of-way line of Airport Road, thence along said South right-of-way line North  $89^{\circ} 46' 14''$  East, 1747.96 feet; thence South  $00^{\circ} 00' 09''$  East, 840.50 feet; thence North  $89^{\circ} 46' 14''$  East, 39.15 feet; thence South  $00^{\circ} 00' 09''$  East, 410.63 feet; thence North  $89^{\circ} 38' 01''$  East, 366.00 feet to the POINT OF BEGINNING, containing 116.24 acres, more or less.

Said parcel is also described as the total of Parcels 2 & 3 as shown on the land division map for F. A. & M. M. Thaheld, Trustees and recorded as Document No. 101922, Douglas County, Nevada, Recorder's Office.

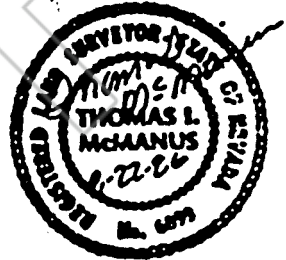


EXHIBIT "B-2"

140449  
BOOK 986 PAGE 589

249026

BOOK 491 PAGE 3056

August 20, 1986

HALL FAMILY TRUST & CLARK & SULLIVAN PROPERTY

A parcel of land located within a portion of the East one half (E1/2) of Section 5 and a portion of the Northeast one quarter (NE1/4) of Section 8 both in Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the Southeast corner of Section 5, T. 13N., R. 20E., M.D.B. & M.; thence North 89° 57' 10" West, 1023.47 feet to the East 1/16 corner of Sections 5 and 8, the POINT OF BEGINNING; thence South 00° 08' 52" East, 1324.55 feet to the Southeast corner of said parcel; thence South 89° 58' 4" West, 1252.73 feet to the East line of Maybourne Road and Utility Easement; thence North 00° 00' 34" West, 1326.03 feet; thence North 00° 32' 2" West 3286.88 feet to the South right-of-way line of Johnson Lane; thence along said South right-of-way line South 89° 54' 40" East, 1328.66 feet; thence South 00° 02' 30" East, 3285.65 feet; thence North 89° 57' 10" West, 33.13 feet to the POINT OF BEGINNING, containing 196.511 acres, more or less.

Said parcel is also described as the total properties of the Hall Family Trust and Clark & Sullivan Construction as shown on the Unrecorded Record of Survey No. 15 for Douglas County as prepared by Resource Concepts, Inc.



EXHIBIT "B-3"

140449  
BOOK 986 PAGE 590

249026

BOOK 491 PAGE 3057

August 20, 1986

TORESON PROPERTY

A parcel of land located within the West one half (W1/2) of Section 4 and a portion of the East one half (E1/2) of Section 5, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, described as follows:

Commencing at the Southwest corner of Section 4, T. 13N., R. 20E., M.D.B. & M., THE POINT OF BEGINNING; thence North 89° 37' 10" West, 276.08 feet to the Southwest corner of said parcel; thence along the West line North 00° 02' 30" West, 3284.93 feet to the South right-of-way line of Johnson Lane; thence along the South right-of-way line South 89° 54' 40" East, 275.67 feet; thence continuing along said right-of-way line, North 89° 56' 52" East, 2647.34 feet, more or less, to the Northeast corner of said parcel, thence South 00° 02' 34" West, 3263.22 feet, more or less, to the one quarter corner common to Sections 4 & 9, T. 13N., R. 20E., M.D.B. & M., the Southeast corner of said parcel; thence South 89° 28' 30" West, 2639.21 feet to the POINT OF BEGINNING, containing 353.491 acres, more or less.

Said parcel is also described as the total properties of Torsen Industries Inc. as shown on the unrecorded Record of Survey No. 13 for Douglas County as prepared by Resource Concepts, Inc.



EXHIBIT "B-4"

140449

BOOK 986 PAGE 591

249026

BOOK 491 PAGE 3058

AGREEMENT

1  
2  
3 THIS AGREEMENT, made and entered into this 10th day  
4 of December, 1985, by and between R. L. NOWLIN, hereinafter  
5 referred to as "NOWLIN", and the COUNTY OF DOUGLAS, a political  
6 subdivision of the State of Nevada, hereinafter referred to as  
7 "DOUGLAS COUNTY",.

8 W I T N E S S E T H:

9 WHEREAS, DOUGLAS COUNTY has accepted a grant from the  
10 Economic Development Administration, U.S. Department of Commerce,  
11 identified as Project No. 07-01-02893, for the construction of  
12 water and sewer improvements for the Douglas County Airport In-  
13 dustrial Area, Minden, Nevada; and

14 WHEREAS, the above-referenced grant will only pay for a  
15 portion of the total project cost; and

16 WHEREAS, NOWLIN is the owner of certain real property  
17 situate in the County of Douglas, State of Nevada, which real  
18 property is in close proximity to the Douglas County Airport In-  
19 dustrial Area; and

20 WHEREAS, DOUGLAS COUNTY desires that NOWLIN pay a por-  
21 tion of the cost of the construction of the above-referenced  
22 water and sewer improvements, and that the payment of said por-  
23 tion of the costs be secured by a lien upon the real property  
24 owned by NOWLIN in Douglas County, Nevada; and

25 WHEREAS, NOWLIN desires to pay a portion of said costs  
26 and desires to grant such a lien to DOUGLAS COUNTY; and

27 WHEREAS, the parties have entered into this Agreement  
28 in order to govern their rights and obligations set forth herein,

1-10449  
BOOK 986 PAGE 592

249026

BOOK 491 PAGE 3059

1 NOW, THEREFORE, in consideration of the mutual coven-  
2 ants, conditions, terms and promises herein contained, the par-  
3 ties do hereby agree as follows:

4 1. NOWLIN shall pay to DOUGLAS COUNTY the sum of  
5 \$127,655.00, said sum to be paid to DOUGLAS COUNTY in install-  
6 ments, on demand, each installment to be equivalent to 10.99760  
7 of the total amount of each contract entered into by DOUGLAS  
8 COUNTY and a contractor for all of the services and the actual  
9 construction of the water and sewer improvements for the Douglas  
10 County Airport Industrial Area. Since the cost of the project is  
11 based on estimates prepared by Paul Lumos & Associates, the ac-  
12 tual cost may be more or less than the amount stated above. Only  
13 for purposes of this Agreement, the above amount of \$127,655.00  
14 shall be considered as the maximum amount of the lien for pur-  
15 poses of the enforceability under the Notice of Lien of even date  
16 herewith.

17 DOUGLAS COUNTY agrees that payments by any of the fol-  
18 lowing persons or entities, R. L. Nowlin, Planex Corporation, L &  
19 A Engineering & Equipment Company Profit Sharing Plan and/or L &  
20 A Engineering & Equipment Company Pension Fund, shall be credited  
21 against the obligation owed by NOWLIN pursuant to this Agreement.

22 2. To secure the payment of the above sum, NOWLIN  
23 agrees to grant to DOUGLAS COUNTY a lien on real property owned  
24 by NOWLIN in Douglas County, Nevada. The lien shall encumber  
25 real property owned by NOWLIN equivalent to 200% of the value of  
26 the above obligation owed by NOWLIN to DOUGLAS COUNTY. For pur-  
27 poses of determining the amount of real property to be encumber-  
28 ed, NOWLIN's property shall be valued at \$10,000.00 per acre.

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BOOK 386 PAGE 593

249026

BOOK 491 PAGE 3060



1 The parties expressly agree that said valuation is for the sole  
2 purpose of establishing the amount of acreage to be encumbered by  
3 the lien and in no way constitutes the market value or a selling  
4 price of said real property.

5 3. DOUGLAS COUNTY agrees that any and all expendi-  
6 tures made by NOWLIN for improvements, including but not limited  
7 to, expenditures for wells, equipment, engineering and other  
8 appurtenances, in connection with construction of the water and  
9 sewer improvements pursuant to the EDA Grant, Project No. 07-01-  
10 02893, shall operate as a credit against the above sum owed by  
11 NOWLIN.

12 4. The parties agree that at any time prior to pay-  
13 ment in full by NOWLIN of the amount set forth in paragraph 1  
14 above, NOWLIN may substitute, with the consent of DOUGLAS COUNTY,  
15 real property of equal value and in close proximity to the  
16 Douglas County Airport Industrial Area as security for the lien.

17 5. Upon the payment in full by NOWLIN of the amounts  
18 set forth in paragraph 1 above, or a lesser amount as demanded by  
19 DOUGLAS COUNTY; or the cancellation of the project for any  
20 reason; or the completion of the project, the lien established by  
21 this Agreement shall terminate and be fully discharged.

22 DOUGLAS COUNTY agrees to execute any and all documents  
23 required to effectuate the termination and release of the lien  
24 established hereunder.

25 6. In the event it becomes necessary to enforce the  
26 provisions of this lien, the parties agree that DOUGLAS COUNTY  
27 may proceed to enforce this lien in accordance with the terms of  
28 WRS 108.239.

1-10449

BOOK 986 PAGE 591

249026

BOOK 491 PAGE 3061

LAD OFFICE  
6000 West 10th  
Wichita, Kansas 67202  
Tel. 620-275-1100

1                   7. The parties hereto agree that within fifteen (15)  
2 days after the date hereof, NOWLIN shall provide a preliminary  
3 title report showing the status of title on the Exhibit "A" real  
4 property. NOWLIN shall provide evidence that the Exhibit "A"  
5 real property has unencumbered value sufficient to retire the  
6 Paragraph 1 obligation as envisioned in Paragraph 2. DOUGLAS  
7 COUNTY may demand alternate security for the obligation set forth  
8 herein and NOWLIN shall provide acceptable alternate security as  
9 demanded.

10                   IN WITNESS WHEREOF, the parties have set their hands  
11 the day and year first above written.

12 R. L. NOWLIN

DOUGLAS COUNTY, a political  
subdivision of the State of  
Nevada

13  
14 By \_\_\_\_\_  
R. L. NOWLIN

15  
16 By *Robert Pruett*  
ROBERT PRUETT, Chairman of  
the Board of County  
Commissioners

17 By *James Vasey*  
JAMES VASEY, his Attorney-  
in-Fact

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140449  
BOOK 366 PAGE 595

249026

BOOK 491 PAGE 3062

NOTICE OF LIEN

NOTICE IS HEREBY GIVEN:

That R. L. NOWLIN, hereinafter referred to as "NOWLIN", did on or about the 10th day of December, 1985, enter into a certain Agreement with DOUGLAS COUNTY, a political subdivision of the State of Nevada, to pay certain sums of money to DOUGLAS COUNTY, as set forth in said Agreement and in connection with that certain grant, Project No. 07-01-02983, offered to DOUGLAS COUNTY by the Economic Development Administration, U.S. Department of Commerce, for the construction of water and sewer improvements for the Douglas County Airport Industrial Area, Minden, Nevada.

That to secure the payment of the sums set forth in the above-referenced Agreement, the undersigned does hereby grant to DOUGLAS COUNTY, a lien against the following described property owned by the undersigned and situate in the County of Douglas, State of Nevada, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference.

WHEREFORE, NOWLIN hereby grants to DOUGLAS COUNTY a lien in accordance with the above-referenced Agreement on the above-described real property.

DATED this 10th day of December, 1985.

R. L. NOWLIN

By \_\_\_\_\_  
R. L. NOWLIN

By \_\_\_\_\_  
JAMES VASEY, his Attorney-  
in-Fact

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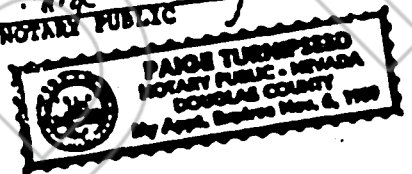
1 STATE OF NEVADA

2 CARSON CITY

ss.

3 On this 10th day of December, 1985, personally ap-  
 4 peared before me, a notary public, in and for said county and  
 5 state, JAMES VASEY, known to me to be the person whose name is  
 6 subscribed to the within instrument as the attorney-in-fact of  
 7 R. L. MOWLIN, and acknowledged to me that he subscribed the name  
 8 of R. L. MOWLIN thereto as principal, and his own name as attor-  
 9 ney-in-fact, freely and voluntarily and for the uses and purposes  
 10 therein mentioned.

11 *Paige Turnpseed*  
NOTARY PUBLIC



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DOUGLAS COUNTY  
INDUSTRIAL WATER/SEWER PROJECT

ENGINEERING COSTS  
REVISED SUBMISSION

This is a revision of the allocation of engineering costs submitted in January 1986 covered by Task Orders MS1, MS2, MS3, and MS4.

Allocations as revised are based upon the following principles:

1. The percentage being allocated to each participant is as set forth in the lien agreements with the County dated December 9, 1985.

<u>Participants</u>	<u>Percentage</u>
<u>Private Sector</u>	
Clark-Sullivan	7.4374
Nowlin	10.9976
Toreson	7.2645
Allegretti	6.7045
Total - Private Participants	<u>32.4040</u>

<u>Public Sector</u>	
Douglas County	28.8315
EDA	38.7645
Total - Public Participants	<u>67.5960</u>

GRAND TOTAL 100.0000

2. The EDA will not pay any funds for engineering services until the engineering is substantially completed. In the interim, the other participants will "loan" the project the amount of the EDA allocation and will have credit balances which will subsequently reduce future payments they will owe.
3. Attached herein is the original engineering cost submitted in January 1986 showing the entire engineering task orders with the total for each task order. The allocations to each participant are adjusted since the above method will be used and a revised MS-1 allocation schedule is attached as well as a new schedule for task order MS-2. Task orders MS-3 and MS-4 will be revised at the due dates.

EXHIBIT "F"

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4. The formula used to determine the amount of each participant's "loan" using Clark-Sullivan as an example. As set forth in Revised W-5 is:

$$\begin{array}{r} \text{Column 1} \quad 937 \\ \text{Column 1} \quad \hline 7714 \end{array} = 12.16\%$$

$$12.16\% \times \text{EDA amount of } \$4,882 = \$594$$

$$\text{Column 1 plus Column 2} = \$1,531 \text{ due from Clark-Sullivan}$$

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**DOUGLAS COUNTY  
INDUSTRIAL WATER/SEWER PROJECT  
REVISED WS-1**

Participant	1 Allocation Per Lien Ratio	2 Allocation of "Loan". to Cover EDA Funds	3 Total Due Currently 1 + 2	4 Actual January Payments	5 Account Balance J - 4 DR(CR)
Clark-Sullivan	937	594	1,531	2,247.13	<716.13>
Nowlin	1,385	876	2,261	3,325.34	<1,064.34>
Tereson	915	579	1,494	2,196.74	<702.74>
Allegretti	845	535	1,380	2,026.74	<646.74>
Douglas County	3,632	2,298	5,930	2,800.09	3,129.91
Sub-total	<u>7,714</u>	<u>4,882</u>	<u>12,596</u>	<u>12,596.</u>	<u>-0-</u>
EDA	4,882		-0-	-0-	4,882.
Total	<u>\$ 12,596</u>		<u>12,596</u>	<u>12,596.</u>	<u>4,882.</u>

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RECORDS SECTION  
 COUNTY OF DOUGLAS  
 APRIL 24 1991

Declarant	Attorney for Plaintiff	Attorney for Defendant	Settle by Court	Plaintiff's Offer	Defendant's Offer	Settle by Court	Plaintiff's Offer	Defendant's Offer	Settle by Court	Plaintiff's Offer	Defendant's Offer
Chas. Williams	4,776	3,288	2,888	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000
Smith	2,288	4,272	1,871	2,288	2,288	2,288	2,288	2,288	2,288	2,288	2,288
Tennant	4,288	5,288	1,871	2,288	2,288	2,288	2,288	2,288	2,288	2,288	2,288
Albright	4,288	4,288	1,871	2,288	2,288	2,288	2,288	2,288	2,288	2,288	2,288
Bank of America	4,288	4,288	1,871	2,288	2,288	2,288	2,288	2,288	2,288	2,288	2,288

This case shall be referred to Douglas County Court, District No. 1, at Douglas, Nevada, District Court.

**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.

DOUGLAS COUNTY  
 CLERK OF DISTRICT COURT

36 SEP-5 AM 1:10

SUZANNE WATSON  
 CLERK

36 SEP-5 AM 1:10

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BOX 966 BOX 602

DATE: April 24 1991  
 By: B. Reed Clerk of the Court  
 County of Douglas, Nevada

**SEAL**

**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.

**SEAL**

DATE: April 24, 1991  
 By: B. Reed Clerk of the 94 Judicial District Court  
 of the State of Nevada, in and for the County of Douglas.

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

'91 APR 24 A9:42

SUZANNE BEAUREAU  
RECORDER **249026**

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