Jeffery R. Dingman c/o 1597 Esmerald Ave. Hinden, Nevada 89423 Order No: 860367 T Escrow No. R.P.T.T. 221.00 XX Based upon full value Based upon full value

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DEED

THIS INDENTURE, made and entered into this lay of April 1993, by and between Genoa Lakes Venture, a Nevada Joint Venture between Dingman Development, Ltd., a Nevada limited partnership with Dingman Investments Inc., a Nevada corporation as general partner and Calvo Development, Ltd., a Nevada corporation, a party of the first part, and JEFFERY E. DINGMAN, A SINGLE MAN AND NOVASEL AND SCHWARTE INVESTMENTS INC., DBA

WESTERN HIGHLAND HORTCAGE as parties of the second part.

## WITNESSETH:

That said party of the first part, in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell unto the said parties of the second part, and to the survivor of them, and to the heirs and assigns of such survivor, all that certain real property situate in the County of Douglas, State of Nevada, that is described as follows:

Lot 41 in Block I, as set forth on the Final Map entitled GENOA LAKES PHASE 1, a Planned Unit Development, Recorded March 16, 1993, in Block 393 of Official Records, at Page 3260, Douglas County, Nevada as Document No. 302137.

Assessor's Parcel No. 17-350-09

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD said premises, together with the appurtenances, unto said parties of the second part, and to the survivor of them, and to the heirs and assigns of such survivor.

SUBJECT, however, to the rights of persons entitled thereto to use said parcel for such uses as may be provided by said map, and subject further to covenants, conditions and restrictions contained in Declaration of Covenants, Conditions and Restrictions of Genoa Lakes Association recorded in the office of the Recorder of Douglas County, Nevada, on March 16, 1993, in Book 393 of Official Records, at Page 3327 under Document No. 302138, as amended on March 22, 1993, in Book 393 of Official Records, at Page 4002 under Document No. 302423.

Second party joins in the execution of this Deed for the purpose of evidencing the agreement of second party that second party, shall be bound by each of the above-described Declaration of Covenants, Conditions and Restrictions, and by the obligation of second party to Genoa Lakes Community Association.

Second party, as part of the consideration for the purchase of the property above-described, hereby grants to Genoa Lakes Venture the option to purchase the above property upon compliance with one of the following conditions:

a) Within Twenty-Four (200) months of first party receiving its certificate of completion on the improvements for the applicable Genoa Lakes Final Map and Improvement Plans, the second party does not have all necessary approvals from the Genoa Lakes Community Association Architectural and Landscape Control Committee and Douglas County and commence construction of the approved home; or

(Continued)

THIS DOCUMENT IS RECORDED AS AN ACCOMMODATION ONLY and without liability for the consideration therefor, or as to the validity or sufficiency of each instrument, or for the effect of such recording on the title of the property involved.

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b) Within  $\underline{r_{orty-Two}}$  (U(2)) months of first party receiving its certificate of completion on the improvements for the applicable Genoa Lakes Final Map and Improvement Plans, the second party does not receive a certificate of occupancy

of the approved home.

The option to purchase can be exercised with written notice by the first party within one (1) year from the date of its commencement and the first party is required to close within ten (10) days of such written notice. In the event Genoa Lakes Venture determines to purchase the property, the price to be paid by first party to second party shall be the purchase price paid by second party to first party. In the event the second party has made improvements on the property and first party determines to purchase the property, the first party will be required to remimburse the second party for all actual constructions costs the second party has made on the property.

IN WITNESS WHEREOF, the party of the first part has executed this conveyance the day and year first above written.

This document may be executed in counter-parts, each of which so executed, shall, irrespective of the date of its execution be deemed an original, and said counterparts together shall constitute one and the same instrument.

First Party:

GENOA LAKES VENTURE, a Nevada

Joint Venture

By:

Jeffery E. Dingman,
President of Dingman
Investments Inc., a
Nevada corporation,
general partner of
Dingman Development Dtd.,
a Nevada Limited

DIMM

Partnership

By:

Eduardo A. Calvo, President of Calvo Development Ltd., a Nevada corporation

Second Party:

JEFFERY E. SINGMAN

Maid M Schwart Westwarts INC.

DBA WESTERN HIGHLAND MORTGAGE

## COUNTY OF DOUGLAS

On this 5th day of May, 1993, before me, a notary public in and for the County of Douglas, personally appeared JEFFERY E. DINGMAN, President of Dingman Investments Inc., a Nevada corporation, General Partner of Dingman Development Ltd., a Nevada Limited Partnership, known to be the person whose name is subscribed to the within DEED, and he acknowledged to me that he executed the same of behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year kirst above written.



Laura B. Bowser

COUNTY OF SCHOOL SE.

LAURA E. BOWSER
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES NOV. 14, 1933

1, 193, before me, On , a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared Achurente to me (or proved to me personally known the on satisfactory evidence) to be the person(s) whose name(s) is/are within subscribed to instrument the and acknowledged that he/she/they executed the same in his/her/their authorized and that by his/her/their signature(s) on the capacity(les), instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

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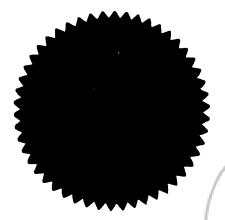
Notar Public, State of 1. W My commission expires:

## TERRITORY OF GUAM

## Municipality of Agana

On this 21st day of April, 1993, before me, a notary public in and for the Territory of Guam, personally appeared EDUARDO A. CALVO, President of Calvo Development Ltd., a Nevada corporation, known to be the person whose name is subscribed to the within DEED, and he acknowledged to me that he executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Jusan D. Wishmum

SUSAN B. NISHIMURA
Notary Public
655 S. MARINE DRIVE., SUITE 202
Temuning, Guam 96911
In & for the Territory of Guam
My Commission Expires Feb. 10, 1997

s30206.aff

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WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO.. NEVADA

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SUZANNE BEAUDREAU
RECORDER
DEPUTY