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Case No. 30238

NO. _____

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DOUGLAS COUNTY DISTRICT COURT CLERK

EXHIBIT
W. A. Lee

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

JAMES DOORNINK and
EDNA DOORNINK,
husband and wife

Plaintiffs,

v.

STIPULATION

JAMES MICHAEL HICKEY, MIKE
HICKEY CONSTRUCTION, INC.,
BRIAN CROCKETT, and DOES I
through V,

Defendants.

Plaintiffs and Defendants herein, through their attorneys
of record, hereby stipulate and agree as follows:

R E C I T A L S

A. The within action arises from an alleged contract made
as of December 15, 1990, between the parties, pursuant to which
Doornink claims to be entitled to one buildable lot out of that
certain development on the real property described as Parcel 3-C of
Parcel Map #2 for Mike Hickey Construction Inc. as Recorded in Book
493, Page 2693 of Official Records of Douglas County, Nevada as
Document #304720 (hereinafter, the "Development"). Hickey denies
that Doornink is entitled to any interest in the Development in any
manner.

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Minden, Nevada 89423
(702) 782-7171

1 B. Hickey has entered into an agreement with a third
2 party for the sale of Parcel 3-C-c of the Development and opened an
3 escrow on the same (hereinafter, the "Escrow"). The Escrow is
4 expected to close on or before August 20, 1993.

5 C. By this Stipulation, the parties desire to resolve
6 their differences set forth in the within action, to provide for a
7 dismissal with prejudice of the within action, to finally settle all
8 claims known by both parties as against the other, and to release
9 the lis pendens against the Development.

10 NOW, THEREFORE, the parties hereby stipulate and agree as
11 follows:

12 1. Hickey agrees to the following:

13 (a). Accomplish a lot line adjustment and convey to
14 Doornink certain property generally described as a small triangular
15 piece of property along the east boundary of Doornink's property
16 with zero depth at the north end and approximately one hundred
17 thirty feet (130') of depth along the south end and comprising
18 approximately 13,356.5 square feet. Hickey shall prepare a Record
19 of Survey pertaining to said parcel at Hickey's expense and complete
20 the lot line adjustment as soon as reasonably practicable. The
21 boundaries of the above described property and adjustment are set
22 forth in Exhibit A attached hereto and incorporated herein by
23 reference.

24 (b). Provide an alternate access to Doornink's property
25 by a non-exclusive easement through the Development to be located at
26 Hickey's discretion. A general description of the alternative
27 access easement is depicted in Exhibit A. Hickey shall pave a 12'
28 access to the Doornink property line. All expenses for the

1 alternate access easement shall be borne by Hickey, and be complete
2 by November 15, 1993.

3 (c). Pay to Doornink, out of the proceeds of the
4 Escrow, the sum of \$40,000.

5 2. Doornink agrees to the following:

6 (a). To abandon, and convey by Quitclaim deed to
7 Hickey, the existing easement leading to the Doornink property as
8 depicted in that certain Parcel Map #1 for Mike Hickey Construction,
9 Inc. recorded April 1, 1993, as Document #303566, in Book 493, at
10 Page 104 in the Official Records of Douglas County and as described
11 in that certain document #121842. Doornink will be allowed to use
12 the existing easement through and including November 15, 1993.

13 (b). Doornink may relocate the access roads on his
14 property and complete the same no later than November 15, 1993.

15 (c). Doornink agrees that no building or structure of
16 any type will be allowed on the property conveyed to Doornink
17 pursuant to the lot line adjustment described in paragraph 1(a)
18 above and that the property shall be deeded to Doornink subject to
19 conditions, covenants and restrictions accordingly.

20 (d). Doornink agrees that he has no other claim,
21 interest or right to any other easement on or over the Development,
22 whether by legal rights, prescriptive, necessity or implication, and
23 to the extent Doornink has any such claim, whether known or unknown,
24 Doornink hereby irrevocably waives and relinquishes such claim or
25 claims, if any.

26 (e). Doornink shall sign, and deliver to Hickey, the
27 following documents immediately upon execution hereof:

28 ///

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- 1 (1) A counterpart original of this Agreement;
- 2 (2) A recordable withdrawal of lis pendens;
- 3 (3) A Quitclaim deed and abandonment of the existing
- 4 easement.

5 3. The parties shall jointly apply to the Court for an
6 Order confirming and approving this Stipulation and dismissing the
7 within action with prejudice. Upon recordation by Hickey of the
8 withdrawal of lis pendens and Quitclaim deed, conformed copies of
9 said documents shall be forwarded promptly to Doornink's Counsel.

10 4. Doornink and Hickey each warrant and represent to the
11 other that they have not assigned to any third person, and they are
12 now the owner of, all claims that are released in this Agreement.
13 Further, Doorninks represent that they have appointed Robert C.
14 Herman, Esq. as their attorney in fact with all requisite authority
15 to enter into this agreement on their behalf and with full power to
16 bind them to the terms and conditions of this agreement. A true and
17 correct copy of the Power of Attorney setting forth such authority
18 is attached hereto as Exhibit B and incorporated herein by
19 reference.

20 5. The parties hereby agree to, and do hereby, release
21 each other from any and all claims, causes of action, demands, sums
22 of money, benefits or promises, whether in law or in equity, arising
23 out of the facts and circumstances alleged in the Action and all
24 known disputes between the parties to the date hereof.

25 6. The parties hereto, and their attorneys, acknowledge
26 that they have relied upon no warranties, representations, promises,
27 or opinions made or given by the other parties or attorneys, except

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1 as expressly set forth herein, in agreeing to execute this
2 Agreement.

3 7. The parties hereto represent that they have been fully
4 advised by their legal counsel regarding their rights and
5 obligations under this Agreement. Each party has read this
6 Agreement and had it fully explained to them by their attorneys.
7 Each fully understands all of the terms and language used in this
8 Agreement and enters into it knowingly and voluntarily in
9 consideration for the promises, obligations and rights set forth
10 herein.

11 8. This Agreement shall be binding upon and inure to the
12 benefit of the successors and assigns of the parties hereto.

13 9. This Agreement is entered into for purposes of
14 resolving a disputed claim and shall not be construed as an
15 admission of liability or wrongdoing by any party hereto except for
16 purposes of enforcing and interpreting this Agreement and the
17 obligations created thereby.

18 10. If any party commences an action against any of the
19 other parties arising out of or in connection with this Agreement,
20 the prevailing party or parties shall be entitled to recover from
21 the non-prevailing party or parties reasonable attorneys' fees and
22 costs of suit.

23 ///

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25 ///

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1 11. This Agreement may be recorded by either party.

2 So stipulated and agreed:

3 **James Doornink and Edna Doornink**

4 By: *Robert C. Herman*
5 Robert C. Herman, their Attorney-in-Fact

6
7 **Mike Hickey Construction, Inc.**

8 By: *James M. Hickey*
9 James Michael Hickey, President

10 DATE: 8-20-93

Kelly R. Chase
11 KELLY R. CHASE, ESQ.
12 Brooke & Shaw, Ltd.
13 1590 Fourth Street, #100
Minden, Nevada 89423
(702) 782-7171

14 DATE: 8-19-93

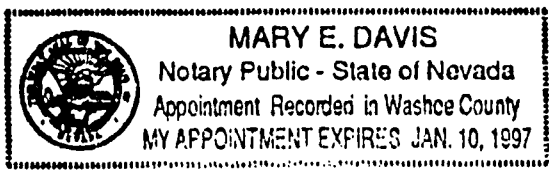
Robert C. Herman
15 ROBERT C. HERMAN
16 301 West Fourth Street
17 Carson City, Nevada 89703
18 (702) 883-1925

BROOKE & SHAW
Post Office Box 2860
Minden, Nevada 89423
(702) 782-7171

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1 STATE OF NEVADA)
2 COUNTY OF DOUGLAS) ss.

3 On August 20, 1993, personally appeared
4 before me, a notary public, James Michael Hickey, personally known
5 (or proved) to me to be the person whose name is subscribed to the
6 above instrument who acknowledged that he executed the instrument.

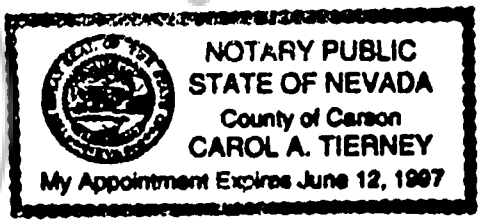


Mary E. Davis
Notary Public

10 STATE OF NEVADA)
11 COUNTY OF CARSON CITY) ss.

12 On August 19, 1993, personally appeared
13 before me, a notary public, Robert C. Herman, personally known (or
14 proved) to me to be the person whose name is subscribed to the above
15 instrument who acknowledged that he executed the instrument.

Carol A. Tierney
Notary Public



24 aj:hickey.stp 081393

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BROOKE & SHAW
Post Office Box 2860
Minden, Nevada 89423
(702) 782-7171

CERTIFIED COPY

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

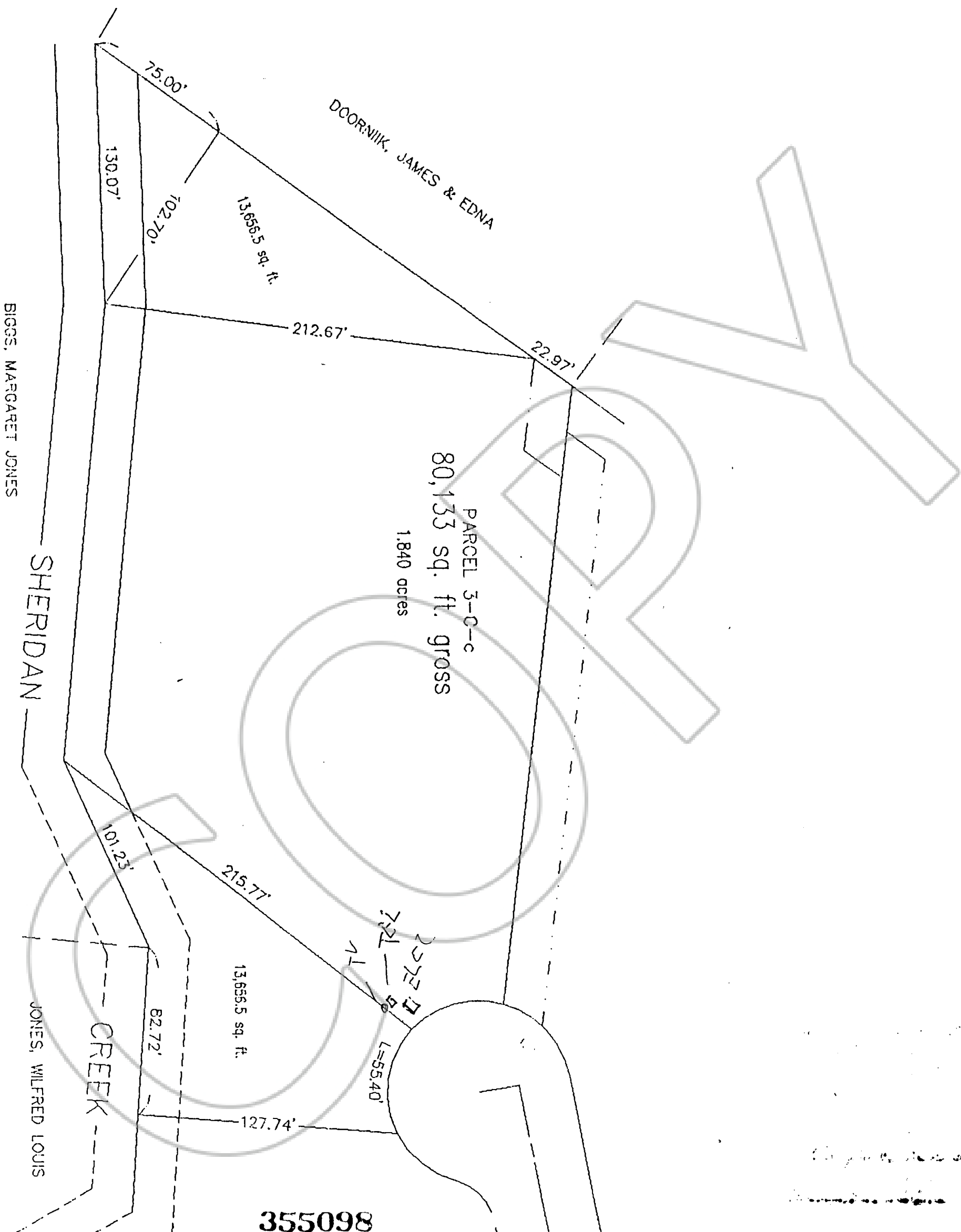
DATE: Jan 24, 1995

SPCC Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas,

By: [Signature] Deputy

SEAD

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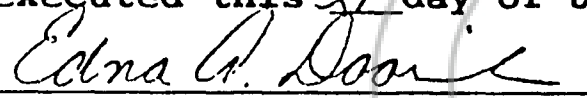


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POWER OF ATTORNEY

Know all men by these presents, that we, **Edna Doornink and James D. Doornink**, the undersigned, of Gardnerville, State of Nevada, hereby make, constitute, and appoint, **Robert C. Herman**, of Carson City, State of Nevada, our true and lawful attorney in fact for us and in our name, place, and stead, giving unto said **Robert C. Herman** full power to do and perform all and every act that we may legally do through an attorney in fact, and every proper power necessary to carry out the purposes for which this power is granted, with full power of substitution and revocation, hereby ratifying and affirming that which **Robert C. Herman** or his substitute shall lawfully do or cause to be done by him or his substitute lawfully designated by virtue of the power herein conferred upon him.

In witness whereof, we have caused this instrument to be executed this 27th day of July, 1993.


Edna A. Doornink


James D. Doornink

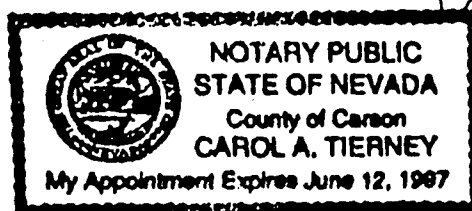
A C K N O W L E D G M E N T

STATE OF NEVADA)
) ss.
CARSON CITY)

On this 29th day of July, 1993, before me, the undersigned, a Notary Public in and for said County and State, personally appeared known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.


NOTARY PUBLIC



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Exhibit B

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COPY

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

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LINDA SLATER
RECORDER
\$ 17.00 PAID BY DEPUTY