

✓ M/M ROBERT MAPLES
3165 WEDGEWOOD CRT
RENO, NV 89509
322-6485

RELEASE

Re: Lot 12, Block A
Sierra Shadows Subdivision
Douglas County, Nv.
APN 17-261-05

I, Roger Falcke of the Genoa Company, Inc., do hereby acknowledge receipt of \$15,000 (Sierra School Federal Credit Union Ck. #55078) as liquidated damages from Robert and Marjorie Maples. My receipt of their check releases them from any further obligation for not having built on Lot 12 of Sierra Shadows Subdivision as stipulated in Exhibit "A" dated June 1, 1989 (copy attached), and the August 4, 1994 agreement for a one year extension of Exhibit "A" (copy of agreement attached).

Exhibit "A" is part of the escrow instructions dated April 11, 1989 and is part of Escrow #45442 MCH.


Buyers:

Robert Lee Maples Date 6/29/95
Robert Lee Maples

Marjorie June Maples Date 6/29/95
Marjorie June Maples

Seller:

Roger Falcke Date 6-29-95
Roger Falcke, Genoa Company, Inc.

William B. Penzel
 WILLIAM B. PENZEL
Notary Public - State of Nevada
Appointment Recorded in County of Douglas
MY APPOINTMENT EXPIRES MAR. 24, 1998
June 29, 1995

365242
BK0695PG5138

THE GENOA COMPANY, INC.

P.O. Box 77
Genoa, Nevada 89411
Phone 702-782-2840 or 782-4361

our copy

EXHIBIT "A"

PROPOSAL SUBMITTED TO Mr. & Mrs. Robert Maples		PHONE 322-6485	DATE JUNE 1, 1989
ADDRESS 3165 Wedgwood Ct.		JOB NAME New Residence	
CITY, STATE AND ZIP CODE Reno, Nevada 89509		JOB LOCATION Lot 12 Sierra Shadows	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

This Contract is an addendum to the sales agreement for Lot 12 in Sierra Shadows, Genoa whereby;

A condition of sale of Lot 12 is to have The Genoa Company, Inc. build your new residence on that lot with Roger A. Falcke as general contractor,

The cost of the new residence will be negotiated at the time of construction as will be the terms of payment.

In the event that Mr. & Mrs. Maples are unable or unwilling to have The Genoa Company, Inc. build said residence within a period of 5 years of the above date, Mr. & Mrs. Maples agree to pay The Genoa Company, Inc. the sum of \$15,000 representing liquidated damages for breach of this agreement.

The prevailing party in any litigation to enforce this agreement will also be entitled to attorney's fees and costs.

LIQUIDATED DAMAGES ARE WAIVED IF: (1) ROGER A. FALCKE IS UNABLE OR UNWILLING TO SERVE AS GENERAL CONTRACTOR, (2) BUYERS ARE UNABLE TO BUILD DUE TO A BUILDING MORATORIUM, INSUFFICIENT WATER SUPPLY/QUALITY, SOIL INSTABILITY, OR OTHER SIMILAR PROBLEM WHICH SUBSTANTIALLY AFFECTS THE FEASIBILITY OF BUILDING.

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

To be negotiated . dollars (\$ _____)

Payment to be made as follows:

To be negotiated.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Roger A. Falcke

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Robert Lee Maples

Signature

Date of Acceptance: _____

Robert Lee Maples
ROBERT LEE MAPLES

THE GENOA COMPANY, INC.

Roger A. Falcke Vice President

BY:

Marjorie June Maples
MARJORIE JUNE MAPLES

Loretta J. Gill
LORETTA J. GILL
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES SEPT. 19, 1992

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THE GENOA COMPANY, INC.

P.O. BOX 77
GENOA, NEVADA 89411

Phone (702) 782-2640
782-4361

STATEMENT


DATE	June 23, 1995
NUMBER	

Mr. & Mrs. Robert Maples

TERMS:


PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

\$ _____

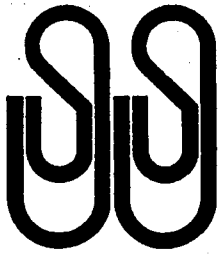
DATE	CHARGES AND CREDITS	BALANCE
	BALANCE FORWARD 	
6/23/95	Billing for completion of contract lot 12 Sierra Shadows subdivision in Genoa, NV	15,000.00
	<p>Thank You!</p> <p><i>pd 6-29-95</i> <i>v# 55078</i> <i>RAF</i></p> <p><i>Robert Falck</i></p>	

THE GENOA COMPANY, INC.

Thank You

 PAY LAST AMOUNT IN THIS COLUMN

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SIERRA SCHOOLS Federal Credit Union

P.O. Box 7255 Reno, Nevada 89510
(702) 329-6673

THIS CHECK WILL BE VOID IF
NOT CASHED WITHIN 90 DAYS

55078

94-8022/3212

WARNING

THE BACK OF THIS
DOCUMENT CONTAINS AN
ARTIFICIAL WATERMARK
HOLD AT AN ANGLE TO VIEW.

DATE	AMOUNT
06/28/95	*****15,000.00

PAY

15,000 DOLLARS AND NO CENTS

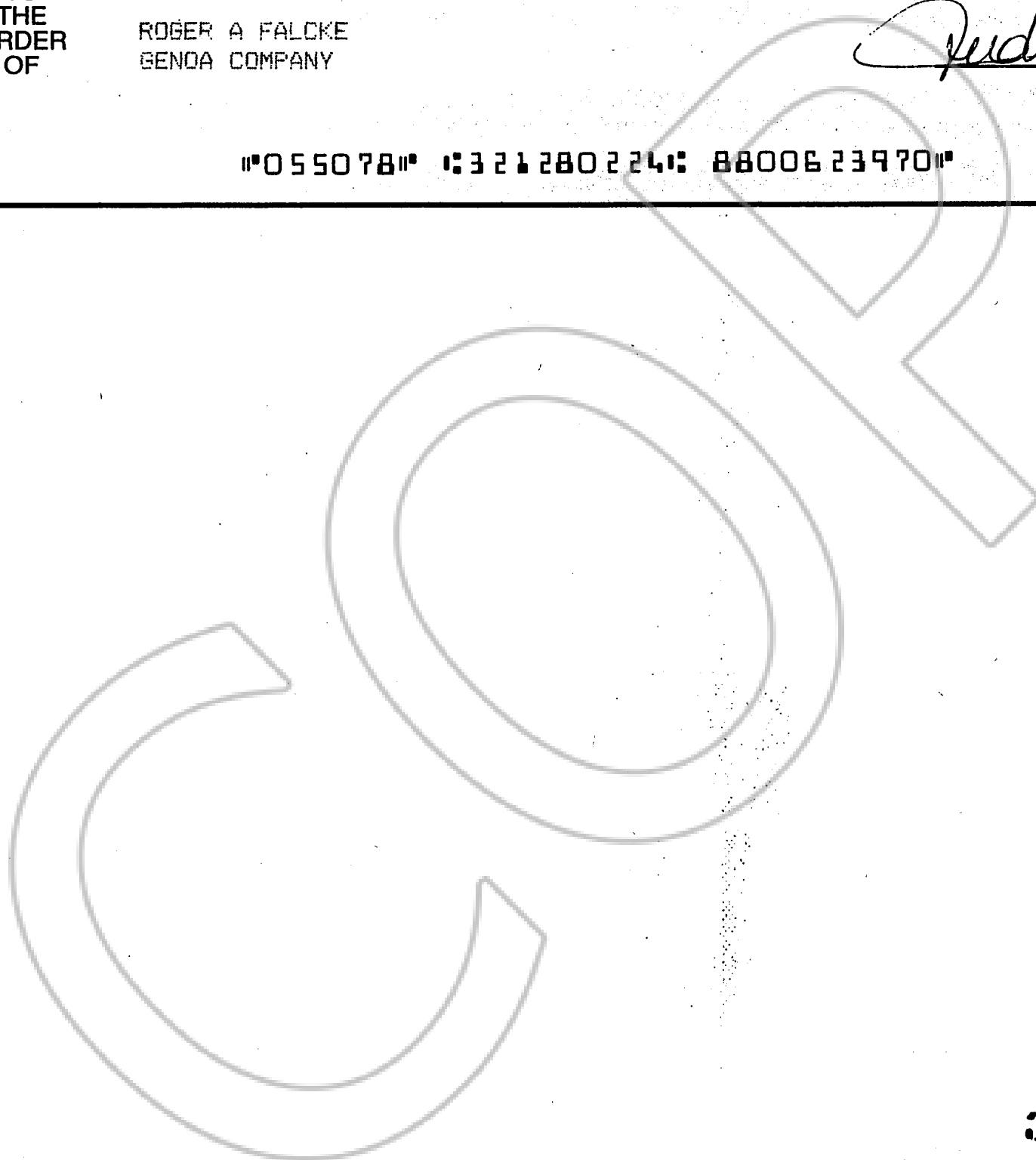
TO
THE
ORDER
OF

ROGER A FALCKE
GENOA COMPANY

Rudolph Sammon

AUTHORIZED SIGNATURE

⑈055078⑈ ⑆321280224⑆ 8800623970⑈



365242

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THE GENOA COMPANY, INC.

General Contractor and Builders

NV Lic. No. 3873A • (702) 782-2640 • FAX (702) 782-7930

P.O. Box 77 • Genoa, NV 89411

Mr. & Mrs. Robert Maples
3165 Wedgewood Ct.
Reno, NV 89509

July 11, 1994

Dear Bob & Marge,

Persuant to our telephone conversation regarding our building contract for lot 12 in Sierra Shadows, The Genoa Company hereby grants a one year extension to June 15, 1995. ~~It is also agreed that the liquidated damage clause be increased from \$15,000 to \$22,000.~~

This agreement entered into this 11th day of July 1994.

Robert Maples

Marjorie
Margaret Maples

Roger A. Falcke
Genoa Company Inc.

Robert Maples Marjorie Maples
8/4/94

Roger A. Falcke

jcf

8/4/94: Roger: Pursuant to our telephone conversation of 8/3/94, I have amended the above as we agreed. We will now have a one-year extension but the liquidated damages will remain at \$15,000.

Roger, thanks again for your understanding

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- B

COPY

REQUESTED BY
Robert Maples
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'95 JUN 29 P12:49

LINDA SLATER
RECORDER

\$12⁰⁰ PAID Kz DEPUTY

365242

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