

A & K EARTH MOVERS, INC.  
1200 AUCTION ROAD • P.O. BOX 1059  
FALLON, NEVADA 89407  
(702) 423-6085 • FAX (702) 423-8410

B70255JC

**SUBCONTRACTOR/SUPPLIER RELEASE OF  
OWNER AND PRIME CONTRACTOR**

**RELEASE OF ALL CLAIMS AND WAIVER OF LIEN**

WHEREAS, the undersigned, A & K EARTH MOVERS, INC., has furnished labor, materials, services and/or equipment to V & C Construction for the construction of approximately 1050 LF of 8" sewer for Chichester Estates, State of Nevada, on the property of Nevada Pacific Land Co., described in Exhibit "A", attached hereto and fully incorporated herein.

Now, therefore, the undersign, for and in consideration of the sum of Eighteen Thousand Two Hundred Ninety-Seven Dollars and Seventy Cents (\$18,297.70), said sum representing full and final payment for the above-mentioned labor, materials, services and/or equipment, the receipt where of is hereby acknowledged, does hereby waive and release any and all lien, claim of lien and demands whatsoever that now exist or may hereafter accrue against the above-described premises on account of labor and materials furnished to or on account of the aforesaid Contractor.

In addition thereto, the undersigned warrants that all materials and labor placed by him in the aforesaid premises are free from any claims, liens, or encumbrances and that payment has been made by the undersigned to all people working on this job and entitled to compensation including Trust Funds and to all materialmen who may have delivered materials thereto. The undersigned shall and does hereby indemnify, save and hold harmless the Contractor, Owner and all other parties who ordered said materials or to whom said materials were delivered from all claims, damages, liens or losses, including all costs and reasonable attorneys fees which they may suffer by reason of the filing of any notices, liens or encumbrances, or the failure of the undersigned to obtain cancellation and discharge thereof.

DATED this 28 day of August, 1995

A & K EARTH MOVERS, INC.

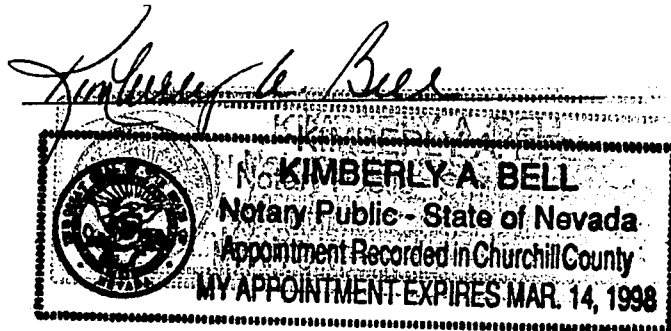
By: K. Bart Hiatt, Vice-President/Gen Mgr.

STATE OF NEVADA )  
 ) ss.  
COUNTY OF CHURCHILL )

K. Bart Hiatt, first being duly sworn, deposes and says that:

I am the Vice-President of A & K EARTH MOVERS, INC., the company named in the foregoing Release of All Claims and Waiver of Lien. I have read the above and foregoing Release of All Claims and Waiver of Lien, know the contents thereof and state that the same is true. I further state that it contains, among other things, a correct statement of the release of said company.

SUBSCRIBED AND SWORN to  
before me this 28<sup>th</sup> day of  
August, 1995.



NEVADA CONTRACTOR'S LICENSE NO. 24548  
OREGON CONTRACTOR'S LICENSE NO. 64492  
ARIZONA CONTRACTOR'S LICENSE NO. 092224



UTAH CONTRACTOR'S LICENSE NO. 89-249288-5501  
IDAHO CONTRACTOR'S LICENSE NO. 10603-AAA-1-2  
CALIFORNIA CONTRACTOR'S LICENSE NO. 339463

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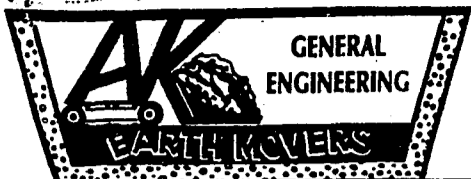
**A & K Earth Movers, Inc.  
P.O. Box 1059  
Fallon, Nevada 89407-1059**

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AUG 28 1995



A & K EARTH MOVERS, INC.  
1200 AUCTION ROAD • P.O. BOX 1059  
FALLON, NEVADA 89407  
(702) 423-6085 • FAX (702) 423-8410

**NOTICE AND CLAIM OF LIEN**

NOTICE IS HEREBY GIVEN that A & K Earth Movers, Inc. claims a Mechanic's and Materialman's Lien upon the property hereinafter particularly described, which property is located in Douglas County, Nevada and which claim is made pursuant to the laws of the State of Nevada, particularly Chapter 108 of the Nevada Revised Statutes, as amended, for the value of work, labor, materials and/or services furnished by lien claimant for the improvements of real property hereinafter particularly described, located in the County of Douglas, State of Nevada.

That the whole or real property hereinafter particularly described has been or is in the process of improvement and is reasonably necessary for the convenient use and occupation of said property.

Claimant further states:

1. That the name of the owners or reputed owners of the premises sought to be charged is **Nevada Pacific Land Co.**
2. That the name of the person by whom lien claimant was employed and to whom lien claimant furnished work, labor, materials and/or services in connection with the project is **V & C Construction.**
3. That the terms, time given and conditions of the contract were as per attached **Exhibit "B"**.
4. That work, labor, materials and/or services have been furnished to and actually used upon the above-described project in the total amount of **Eighteen Thousand Two Hundred Ninety-Seven Dollars and Seventy Cents (\$18,297.70)**, plus interest and said amount is now due and owing to lien claimant.
5. That the first labor and materials furnished by lien claimant to and incorporated in the project was on or about March 13, 1995 and that the last labor and materials furnished by lien claimant and incorporated in the project was on or about May 20, 1995; that there are no other just credits or off-sets to be deducted and the total amount due and owing to lien claimant is the sum of **Eighteen Thousand Two Hundred Ninety-Seven Dollars and Seventy Cents (\$18,297.70)** plus interest.
6. That a demand for payment has been made by lien claimant and that no part or portion of the amount due and owing has been paid; that there are no further off-sets to the claim and that the sum of **Eighteen Thousand Two Hundred Ninety-Seven Dollars and Seventy Cents (\$18,297.70)** plus interest is now due and owing to lien claimant on account of the work, labor, materials and/or services furnished as above specified and that the undersigned claims a lien upon the real property particularly described herein for said sum, together with interest and attorney's fees as provided by law.
7. That the real property sought to be charged with this Claim of Lien upon which the above described work of improvement has been made is located in the County of Douglas, State of Nevada, and is particularly described as per attached **Exhibit "A"**.

DATED: This 10<sup>th</sup> day of AUGUST, 1995.

A & K EARTH MOVERS, INC.  
By K. Bart Hiatt  
K. Bart Hiatt, General Mgr/Vice-Pres.

**368392**

NEVADA CONTRACTOR'S LICENSE NO. 24548  
OREGON CONTRACTOR'S LICENSE NO. 64492  
ARIZONA CONTRACTOR'S LICENSE NO. 092224



UTAH CONTRACTOR'S LICENSE NO. 89-249288-5501  
IDAHO CONTRACTOR'S LICENSE NO. 10603-AAA-1-2  
CALIFORNIA CONTRACTOR'S LICENSE NO. 339463

**RK 0895PG 2420**

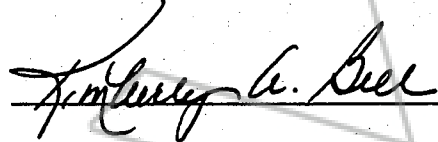
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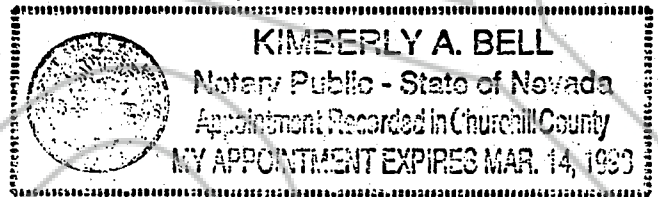
STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

K. Bart Hiatt, first being duly sworn, deposes and says that:

I am the Vice-President of A & K EARTH MOVERS, INC., the company named as lien claimant in the foregoing Notice and Claim of Lien. I have read the above and foregoing Notice and Claim of Lien, know the contents thereof and state that the same is true. I further state that it contains, among other things, a correct statement of the demand of said lien claimant, after deducting all just credits and off-sets.

SUBSCRIBED AND SWORN to  
before me this 10<sup>th</sup> day of  
AUGUST, 1995.

  
\_\_\_\_\_



✓ Return Copy to:

A & K Earth Movers, Inc.  
P.O. Box 1059  
Fallon, Nevada 89407-1059

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20' Permanent Sewer Line Easement

A 20.00 foot wide Sewer Easement located within a portion of Sections 29, 33 & 34, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

The centerline of a 20' permanent Sewerline Easement more particularly described as follows:

Commencing at a 4" iron pipe at the North West corner of APN 25-070-03; thence North 89°45' East along the center of section line of Section 33, T.13N., R.20E. M.D.M., 20.00 feet; thence North 00°15' West, 10.00 feet to the centerline of said 20' wide Sewerline Easement, the POINT OF BEGINNING; thence along the centerline the following courses:  
North 89°28'05" West, 270.07 feet;  
North 67°55'31" West, 688.39 feet;  
North 05°56'49" East, 1035.04 feet;  
North 82°25'23" West, 1347.60 feet;  
North 00°19'20" East, 2151.56 feet;  
North 89°46'34" West, 1390.67 feet;  
North 18°35'52" West, 595.29 feet;  
North 00°45'23" East 1061.12 feet, more or less, to the South right-of-way line of Buckeye Road, the POINT OF TERMINATION, containing 3.92 acres, more or less.

Together with a temporary Construction Easement described as follows:

Commencing at a 4" iron pipe at the Northwest corner of APN 25-070-03, the POINT OF BEGINNING;  
thence North 89°28'05" West, 278.64 feet;  
thence North 67°55'31" West, 680.75 feet;  
thence North 05°56'49" East, 1030.64;  
thence North 82°25'23" West, 1335.69 feet;  
thence North 00°19'20" East, 385.67 feet, more or less, to the Southeast corner of APN 23-250-02; thence along the East line of said APN 23-250-02, North 00°19'20" East, 1774.93 feet, more or less, to the Northeast corner of said APN 23-250-02, thence along the North line of said APN 23-250-02, North 88°46'34" West, 1387.85 feet;  
thence North 18°35'52" West, 634.19 feet; thence North 00°45'23" East, 1034.35 feet, more or less, to the South right-of-way line of Buckeye Road; thence along said South right-of-way line South 89°37'18" East, 40.00 feet;

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EXHIBIT "A"

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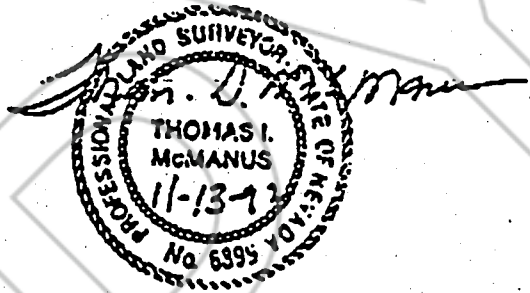
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thence South 00°45'23" West, 1027.53 feet;  
 thence South 18°35'52" East, 599.27 feet;  
 thence South 88°46'34" East, 1399.12 feet;  
 thence South 00°19'20" West, 2164.75 feet;  
 thence South 82°25'23" East, 1339.34 feet;  
 thence South 05°56'49" West, 1039.45 feet;  
 thence South 67°55'31" East, 642.32 feet;  
 thence South 89°28'05" East, 291.18 feet;  
 thence South 00°15' West, 39.73 feet more or less to the center of  
 section line of Section 33 and the North line of APN 25-070-03;  
 thence along said line South 89°45' West 20.00 feet to the POINT OF  
 BEGINNING, containing 7.84 acres, more or less.

Excepting there from that portion of the 20.00 foot permanent  
 Severline Easement described above.

Note: Refer this description to your title company before  
 incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING  
 P.O. Box 2294  
 Minden, Nevada 89423



REQUESTED BY  
 [Signature]  
 IN CHARGE OF RECORDS OF

92 NOV 24 P1:08

293935  
 DEPUTY  
 806X1192 REC4403

REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**  
 IN CHARGE OF RECORDS OF  
 NEVADA

94 JUN -8 P3:48

339284

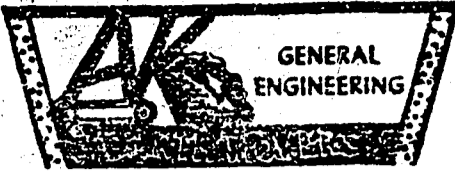
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**368392**

**BK 0995 PG 1710**

**BK 0895 PG 2423**



# A & K EARTH MOVERS, INC.

General Engineering

1200 Auction Rd. P.O. Box 1059 Fallon, Nevada 89407

(702) 423-6095

## PROPOSAL AND ACCEPTANCE

Nevada Contractor Lic. #24548 California Contractor Lic. #339463 Utah Contractor

Lic.#429490 Idaho Contractor Lic.#5103-AAA-1-2-4(9) Oregon Contractor Lic.#64492 Arizona Contractor Lic.#092224

PROPOSAL SUBMITTED TO V & C Construction		PHONE (702) 781-0151	DATE March 7, 1995
STREET P.O. Box 1269		JOB NAME Chichester Estates	
CITY, STATE AND ZIP CODE Gardnerville, Nevada 89423		JOB LOCATION Gardnerville	
ARCHITECT	DATE OF PLANS	(702) 245-2837	JOB PHONE →

We hereby submit specifications and estimates for:

A & K proposes to install approximately 1050 LF of 8" sewer and three manholes on the above referenced project.

The following unit prices are to be used:

8" Sewer.....	\$27.70/LF
48" Sewer Manholes.....	\$1,130.00/EA
Mobilization.....	\$3,800.00/Lump sum

The following exclusions apply:

- All materials are to be supplied by others
- Testing and surveying
- Payment to be made within thirty days of completion
- Payment to be made on actual quantities installed
- No retention on any payments
- Dewatering wells to be installed by others as required
- Fuel supplied by V.C. Construction

**CALIFORNIA ONLY:**

NOTICE TO OWNER: Contractors are required by law to be licensed and regulated by the contractors' state license board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 9835 Goethe Rd., Sacramento, CA 95827.

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

dollars (\$ \_\_\_\_\_).

Payment to be made as follows:

Within Thirty Days of Completion

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

*D. Selmi*  
Danny Selmi, P.E.

Note: This proposal may be withdrawn by us if not accepted within 10 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 \_\_\_\_\_

Date of Acceptance March 7, 1995

Signature \_\_\_\_\_

COPY

REQUESTED BY  
A+K Earth Movers  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'95 AUG 15 P2:40

LINDA SLATER  
RECORDER  
\$ 12.00 PAID K2 DEPUTY

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368392  
BK 0895 PG 2425



COPY

REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'95 SEP 13 P12:13

LINDA SLATER  
RECORDER

\$15<sup>00</sup> PAID *KQ* DEPUTY

**370297**

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