

NOTICE OF LIEN CLAIM

NOTICE IS HEREBY GIVEN that:

1. OWENS ENGINEERING, INC. (hereinafter, "OWENS"), hereby claims a mechanic's lien pursuant to the provisions of NRS 108.221, et seq., and the laws of the State of Nevada, in the amount of \$7,715.00, on certain real properties, two (2) parcels upon which are located the "Topaz Nugget" project; the two (2) parcels at issue herein, all situated in the County of Douglas, State of Nevada, are bounded and described as follows:

Situated along the East side of U.S. Highway 395, in the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 10 North, Range 22 East, M.D.B. & M., described as follows:

Parcels 1 and 2 as set forth on that certain Record of Survey Map recorded November 17, 1971, as Document No. 55913, Official Records of Douglas County, State of Nevada.

Assessors Parcel No's 39-101-03  
39-101-02

as shown by that Grant, Bargain, Sale Deed on file in Book 0495, at Page 2067 (as Document No. 360100) in the Office of the Recorder, Douglas County, Nevada.

2. Pursuant to the instructions of the owners, OWENS has treated the "Topaz Nugget" Project as a single project, located upon both of the above-described parcels; accordingly, the monies owed to OWENS by the owners is proportionately allocated between the two (2) parcels as follows: APN 39-101-02: \$5,246.20; and Parcel 39-101-03: \$2,468.80. NRS 108.231.

3. The owners or reputed owners of the above-described Parcels are EDWARD J. BAUR and MARY K. BAUR, Husband and Wife as joint tenants as to an undivided 1/3 rd interest, NORMAN KORN and

*w. owens  
PO Box 16  
GARDNERVILLE, NV 89410*

1 PHILO KORN, Husband and Wife as joint tenants as to an undivided  
2 1/3 rd interest, and CHARLES B. BAUR and DREAMA L. BAUR, as to an  
3 undivided 1/3 rd interest, all held as tenants in common with each  
4 other and to the heirs and assigns of such Grantee forever, whose  
5 record address is 878-18th Street, Costa Mesa, California 92627.

6 4. This lien is claimed for civil engineering and surveying  
7 professional services rendered at the parcels, described above at  
8 paragraph 1.

9 5. Said professional services were supplied at the express  
10 direction and order of the owner, CHARLES BAUR, pursuant to a  
11 professional relationship confirmed by correspondence and course  
12 of performance: OWENS billed the owner for professional services  
13 rendered on six (6) occasions (May 8, 1995; June 1, 1995, July 6,  
14 1995; August 2, 1995; September 25, 1995, October 14, 1995;  
15 February 5, 1996; February 28, 1996; and June 8, 1996); the owner  
16 paid each of those bills in due course except that statement dated  
17 June 8, 1996; OWENS tendered to owner a bill, dated June 8, 1996,  
18 in the amount of \$5,760.00, with terms and conditions which  
19 provided for payment to be made upon receipt.

20 6. Notice to the reputed owner of labor and materials being  
21 supplied was not delivered by certified mail, because this owner  
22 had established a direct contract with OWENS; the owner, having  
23 personally retained the services of OWENS, had actual knowledge of  
24 OWENS' efforts on behalf of owner and for his benefit. NRS  
25 10.245: Fondren v. K/L Complex Ltd., 106 Nev. 705, 800 P.2d 719  
26 (1990).

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1 7. Ninety (90) days have not elapsed since the completion  
2 of the work or improvement on the properties described above. The  
3 last date lien claimant furnished labor (professional services)  
4 was November 13, 1996. No Notice of Completion has been filed.

5 8. The claimant herein is entitled to a reasonable  
6 attorney's fee, statutory interest on the amount of this lien  
7 claim, and costs incurred in perfecting this lien claim. NRS  
8 108.2421.

9 DATED this 20<sup>th</sup> day of December, 1996.

10 OWENS ENGINEERING, INC.

11  
12 By:

*David A. Owens*

13 DAVID A. OWENS, P.E., L.S.,  
14 President of OWENS ENGINEERING, INC.,  
15 Claimant  
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