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1 Case No. 99-00274A  
2 Dept. No. 2

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'01 MAY 21 P2:27

ALAN GLOVER  
BY *[Signature]*  
DEPUTY

6 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
7 IN AND FOR CARSON CITY

8 \* \* \* \* \*

9 GARY L. CHRISTY, DAVID  
10 WESOLOWSKI, R.B. KLUTTZ, and  
11 JOSEPHINE G. UHALDE,

11 Plaintiffs,

12 vs.

13 MARY LOUISE DaSILVA, THOMAS  
14 DaSILVA, NANCY ANN MENDIBURU,  
15 JUAN MENDIBURU, ELIZABETH  
16 McTEER, RICHARD McTEER, IRENE  
17 BRUSA, RON BRUSA, JOHN B.  
18 UHALDE, and DOES I-XX, inclusive,

16 Defendants.

18 ORDER

19 WHEREAS, the parties to this action on a parcel of property located in Douglas County  
20 approximately 244 acres in size, more particularly described as:

21 All that certain lot, piece or parcel of land situate in the County of  
22 Douglas, State of Nevada, described as follows:

23 The North one half of Section 12, Township 12 North, Range 20 East,  
24 M.D.B.&M.

24 EXCEPTING THEREFROM a parcel of land being a portion of the  
25 Northwest 1/4 of Section 12, Township 12 North, Range 20 East,  
26 M.D.B.&M., situated in Douglas County, State of Nevada, described  
27 as follows:

27 Beginning at a B.L.M. brass cap, marking the East 1/4 corner of said  
28 Section 12; thence North 89°53'54" West 2,647.33 feet to the True  
Point of Beginning, marked by an iron pipe tagged RLS 3519. Thence  
from said True Point of Beginning North 89°54'09" West 2,643.01 feet

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1 to the center line of East Valley Road; thence along said center line  
2 North 0°06'27" East 1,100.00 feet to a point; thence South 89°53'33"  
3 East 340.00 feet to a point; thence South 50°05'13" East 130.00 feet to  
4 a point; thence North 48°55'38" East 126.40 feet to a point; thence  
5 South 89°53'33" East 276.88 feet to a point; thence South 48°30'00"  
6 East 571.35 feet to a point; thence North 41°30'00" East 280.00 feet to  
7 a point; thence North 48°30'00" West 380.00 feet to a point; thence  
8 North 25°30'00" East 225.00 feet to a point; thence North 49°00'00"  
9 East 200.00 feet to a point; thence North 77°00'00" East 160.00 feet to  
10 a point; thence South 55°00'00" East 150 feet to a point; thence North  
11 83°00'00" East 313.99 feet to a point; thence North 7°00'00" West  
12 109.54 feet to a point; thence North 83°00'00" East 468.57' to a point;  
13 thence South 9°30'00" East 1,165.00 feet to a point of curvature; thence  
14 along a circular curve to the right, having a radius of 1,350 feet and a  
15 central angle of 9°36'06" a distance of 226.23 feet to a point of  
16 tangency; thence South 0°06'06" West 300.00 feet to the True Point of  
17 Beginning.

18 A.P.N. 23-200-05

19 WHEREAS, on or about March 30, 2001, Greg Painter and Holly Painter, husband and wife  
20 as joint tenants with rights of survivorship, or nominee, submitted a purchase offer for the purchase  
21 and sale of the above-referenced property ("Painter Offer"). Attached hereto as Exhibit A is a true and  
22 correct copy of that purchase offer;

23 WHEREAS, by Order of this Court, which Order was served upon each and every party to this  
24 action, a hearing was held on May 17, 2001 at 10 a.m. with respect to the parties' response to the  
25 Painter Offer;

26 WHEREAS, all parties in attendance at the hearing stipulated and agreed to accept the Painter  
27 Offer;

28 WHEREAS, no party to this action offered any objection or opposition to the acceptance of  
the Painter Offer;

WHEREAS, all parties in attendance, and other parties who did not attend the hearing had,  
prior to the hearing, executed a Stipulation with respect to the acceptance of the Painter Offer and an  
agreement as to how the proceeds of the Painter Offer would be distributed, a true and correct copy  
of which is attached hereto to this Order as Exhibit B.

///

///

///

1            THEREFORE, based on the pleadings and papers herein, the representations of the parties, the  
2 documents attached hereto, and the duly-noticed hearing on May 17, 2001, the Court hereby orders  
3 that the purchase offer by Greg and Holly Painter is hereby accepted on behalf of all parties to this  
4 action, with the sole modification that the closing date shall occur on or before August 1, 2001;

5            THE COURT FURTHER ORDERS that, with respect to executing any necessary documents  
6 to complete the sale pursuant to the purchase agreement, JOSEPHINE UHALDE shall have full and  
7 complete authority to sign all documents on behalf of Plaintiffs to this action, and MARY LOUISE  
8 DaSILVA shall have full and complete authority to sign any and all documents on behalf of all  
9 Defendants to this action.

10           THE COURT FURTHER ORDERS that proceeds of the sale of the property shall be disbursed  
11 pursuant to the Stipulation and Order attached hereto as Exhibit B.

12           The Court shall retain jurisdiction over this matter until the sale has been completed and the  
13 proceeds distributed pursuant to this Order. Upon notice that those actions have been completed, the  
14 Court shall dismiss this action.

15           IT IS SO ORDERED.

16           DATED: This 18<sup>th</sup> day of May, 2001.

17  
18           William C. Madaly  
19           DISTRICT JUDGE  
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Exhibit A

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# LAND PURCHASE AGREEMENT

## DEFINITIONS

**BROKER** includes cooperating brokers and all sales persons. **DAYS** means calendar days, midnight to midnight, unless otherwise specified. **BUSINESS DAY** excludes Saturdays, Sundays and legal holidays. **DATE OF ACCEPTANCE** means the date Seller accepts the offer or the Buyer accepts the counter offer. **DELIVERED** means personally delivered, transmitted by facsimile machine, by a nationally recognized overnight courier, or by deposit in the U.S. Mail, postage prepaid. In the event of mailing, the document will be deemed delivered three (3) business days after deposit; in the event of overnight courier, one (1) business day after deposit; and if by facsimile, at time of transmission provided that a transmission report is generated and retained by the sender reflecting the accurate transmission of the document. Unless otherwise provided in this Agreement or by law, delivery to the agent will constitute delivery to the principal. **DATE OF CLOSING** means the date title is transferred. **TERMINATING THE AGREEMENT** means that both parties are relieved of their obligations and all deposits will be returned to Buyer less expenses incurred by or on account of Buyer to date of termination. **PROPERTY** means the real property and any personal property included in the sale.

**AGENCY RELATIONSHIP CONFIRMATION.** The following agency relationship is hereby confirmed for this transaction and supersedes any prior agency election:

LISTING AGENT: Century 21 Clark Properties is the Agent of (check one):

the Seller exclusively; or  both the Buyer and Seller.

SELLING AGENT: Century 21 Clark Properties (if not the same as the Listing Agent) is the Agent of (check one):

the Buyer exclusively; or  the Seller exclusively; or  both the Buyer and Seller.

**Note:** This confirmation DOES NOT take the place of any AGENCY DISCLOSURE form which may be required by law.

Greg Painter and Holly Painter, Husband and Wife as Joint Tenants with Right of Survivorship, or Nominee

hereinafter designated as BUYER, offers to purchase the real property situated in East Valley

County of Douglas, State of Nevada consisting of approximately 220  acres,

sq. ft., commonly known as Uhalde Property, a 220 +- acre portion of APN 23-200-05 (see attached map)

FOR THE PURCHASE PRICE of \$ 850,000 (EIGHT HUNDRED FIFTY THOUSAND AND NO/100 dollars),

on the following terms and conditions:

### 1. FINANCIAL TERMS.

A. \$ 5,000 DEPOSIT evidenced by  check,  other: \_\_\_\_\_ held uncashed until acceptance and not later than three (3) business days thereafter deposited toward the purchase price with:

Western Title Co.

B. \$ 20,000 ADDITIONAL CASH DEPOSIT to be placed in escrow  within \_\_\_\_\_ days of acceptance,  upon removal of all conditions.

C. \$ 825,000 BALANCE OF CASH PAYMENT needed to close, not including closing costs.

D. \$ \_\_\_\_\_ BONDS OR ASSESSMENTS of record if assumed by Buyer.

E. \$ \_\_\_\_\_ OTHER FINANCING TERMS:

F. \$ 850,000 TOTAL PURCHASE PRICE (not including closing costs).

2. EXAMINATION OF TITLE. In addition to any encumbrances assumed or taken "subject to", Seller will convey title to the property subject only to: [1] real estate taxes not yet due; and [2] covenants, conditions, restrictions, rights of way and easements of record, if any, which do not materially affect the value or intended use of the property.

Within three (3) days after acceptance, Buyer will order a Preliminary Title Report and copies of CC&Rs and other documents of record if applicable. Within five (5) days after receipt, Buyer will report to Seller in writing any valid objections to title contained in such report (other than monetary liens to be paid upon close of escrow). If Buyer objects to any exceptions to the title, Seller will use due diligence to remove such exceptions at his or her own expense before close of escrow. If such exceptions cannot be removed before close of escrow, this Agreement will terminate, unless Buyer elects to purchase the property subject to such exceptions. If Seller concludes he or she is in good faith unable to remove such objections, Seller will notify Buyer within ten (10) days after receipt of said objections. In that event Buyer may terminate this Agreement.

3. OPTIONAL CONDITIONS. Provisions 3-A through 3-E, if initialed below by Buyer, are included in this Agreement:

A. SOIL TESTS. Upon acceptance of this Agreement, Buyer will have the right to go on the property to conduct soil tests, including percolation tests, to ascertain whether the property is suitable for the improvements which Buyer proposes to make. All expenses of such tests will be borne by the  Buyer,  Seller. Buyer will be responsible for the repair and restoration of any damage to the property which may be caused by such tests. If in the reasonable opinion of the soils engineer, employed by Buyer, the property is not suitable for the proposed development, Buyer may terminate this Agreement. It is not intended that the soils tests will include tests for toxic contamination unless otherwise agreed in writing by the parties. Buyer will approve or disapprove the results of the tests in writing within \_\_\_\_\_ days of acceptance.

B. SURVEY. Upon acceptance of this Agreement, the property will be surveyed by a licensed surveyor at the expense of the  Buyer,  Seller. The surveyor will set and flag all property lines, to be approved in writing by Buyer prior to close of escrow.

Buyer [Signature] and Seller \_\_\_\_\_ have read this page.

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Page 1 of 3 pages  
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Exhibit A

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- C. **PRICE BASED ON AREA.** The purchase price is based upon \$ n/a  per acre,  per square foot, and  will,  will not be adjusted in accordance with the area set forth in the survey under Provision 3-B.
  - D. **WELL REPORT.** Upon acceptance of this Agreement, Buyer will obtain a report from a licensed well drilling contractor at the expense of  Buyer,  Seller. Buyer will approve or disapprove the results of the tests in writing within \_\_\_\_\_ days of acceptance. In the event of disapproval, Buyer may terminate this Agreement.
  - E. **TAX DEFERRED EXCHANGE (INVESTMENT PROPERTY).** In the event Seller wishes to enter into a tax deferred exchange for the property, or Buyer wishes to enter into a tax deferred exchange with respect to property owned by him or her in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to complete the exchange, provided that: (a) the other party will not be obligated to delay the closing; (b) all additional costs in connection with the exchange will be borne by the party requesting the exchange; (c) the other party will not be obligated to execute any note, contract, deed or other document providing for any personal liability which would survive the exchange; and (d) the other party will not take title to any property other than the property described in this Agreement. The other party will be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of the exchange.
4. **BONDS AND ASSESSMENTS.** All bonds and assessments which are part of or paid with the property tax bill will be assumed by the Buyer. In the event there are other bonds or assessments which have an outstanding principal balance and are a lien upon the property, the current installment will be prorated between Buyer and Seller as of the date of closing. Future installments will be assumed by Buyer WITHOUT CREDIT toward the purchase price, EXCEPT AS FOLLOWS: NONE

This Agreement is conditioned upon both parties verifying and approving in writing the amount of any bond or assessment to be assumed or paid within ten (10) days after receipt of the preliminary title report. In the event of disapproval, the disapproving party may terminate this Agreement.

- 5. **EVIDENCE OF TITLE,** in the form of a policy of Title Insurance, issued by Western Title Insurance, paid by 1/2 Buyer 1/2 Seller.
  - 6. **VESTED TITLE.** The manner of taking title may have significant legal and tax consequences. Buyer should obtain advice from his or her legal or tax counsel regarding this matter.
  - 7. **PROPERTY INVESTIGATIONS.** This Agreement is contingent upon Buyer's independent investigation of the following conditions relating to the property.
    - A. Zoning and land use designations and requirements.
    - B. Availability of utilities and costs of development.
    - C. Toxic contamination.
 Buyer will be deemed to have approved these conditions unless written notice to the contrary is delivered to Seller or his or her Broker within 60 days of acceptance. In the event of disapproval, Buyer may terminate this Agreement.
  - 8. **DEFAULT.** In the event Buyer defaults in the performance of this Agreement (unless Buyer and Seller have agreed to liquidated damages), Seller may, subject to any rights of the Broker, retain Buyer's deposit to the extent of damages sustained and may take such actions as he or she deems appropriate to collect such additional damages as may have been actually sustained. Buyer will have the right to take such action as he or she deems appropriate to recover such portion of the deposit as may be allowed by law. In the event that Buyer defaults (unless Buyer and Seller have agreed to liquidated damages) Buyer agrees to pay the Broker(s) any commission that would be payable by Seller in the absence of such default.
  - 9. **ATTORNEY FEES.** In any action or proceeding involving a dispute between Buyer and Seller arising out of the execution of this Agreement or the sale, whether for tort or for breach of contract, and whether or not brought to trial or final judgment, the prevailing party will be entitled to receive from the other party a reasonable attorney fee to be determined by the court or arbitrator(s).
  - 10. **CLOSING.** Full purchase price to be paid and deed to be recorded  on or before July 1, 01, or  within \_\_\_\_\_ days of acceptance. Both parties will deposit with an authorized escrow holder, to be selected by Buyer, all funds and instruments necessary to complete the sale in accordance with the terms of this Agreement.  Where customary, signed escrow instructions will be delivered to escrow holder within \_\_\_\_\_ days of acceptance. ESCROW FEE to be paid by 1/2 Buyer 1/2 Seller. County/City TRANSFER TAX(ES), if any, to be paid by Seller.
- THIS PURCHASE AGREEMENT TOGETHER WITH ANY ADDENDA WILL CONSTITUTE JOINT ESCROW INSTRUCTIONS TO THE ESCROW HOLDER.**

- 11. **SURVIVAL.** The omission from escrow instructions of any provision in this Agreement will not waive the right of any party. All representations or warranties will survive the close of escrow.
- 12. **EXPIRATION OF OFFER.** This offer will expire unless acceptance is delivered to Buyer or to Buyer's Agent (Buyer's Broker) on or before (date) April 24, 2001 (time) 5:00  a.m.,  p.m.
- 13. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original.
- 14. **TIME.** Time is of the essence of this Agreement; provided, however, that if either party fails to comply with any contingency in this Agreement within the time limit specified, this Agreement will not terminate until the other party delivers written notice to the defaulting party requiring compliance within 24 hours after receipt of notice. If the party receiving the notice fails to comply within the 24 hours, the non-defaulting party may terminate this Agreement without further notice.
- 15. **CONDITIONS SATISFIED/WAIVED IN WRITING.** Each condition or contingency, covenant, approval or disapproval will be satisfied according to its terms or waived by written notice delivered to the other party or his or her Broker.
- 16. **ENTIRE AGREEMENT/ASSIGNMENT PROHIBITED.** This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth. This Agreement may be modified only in writing signed and dated by both parties. Both parties acknowledge that they have not relied on any statements of the real

Buyer [Signature] and Seller [Signature] have read this page.

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Property Address \_\_\_\_\_  
estate Agent or Broker which are not expressed in this Agreement. Buyer may not assign any right under this agreement without the prior written consent of Seller. Any assignment will be void and unenforceable.

17. ADDITIONAL TERMS AND CONDITIONS.  
1. This offer is subject to approval by the District Court having jurisdiction over the disposition of the Uhalde estate.  
2. Buyer shall have 60 days in which to complete due diligence studies which shall include but not be limited to feasibility studies, market analysis, county development approval requirements, environmental conditions, and all soil, engineering, utility, and other improvement conditions and costs. Buyer shall remove this contingency in writing and place additional deposit of \$20,000 in escrow upon satisfactory conclusion of due diligence. Deposits totaling \$25,000 shall become nonrefundable at this time. If due diligence is not satisfactory, Buyer shall receive original deposit back and escrow cancel.

18. ADDENDA. The following addenda are attached and made a part of this Agreement:  
 Form 101-LA.11, ADDENDUM TO LAND PURCHASE AGREEMENT (Subordination, Partial Reconveyances)  
 Form 110.61, HAZARDOUS MATERIALS DISCLOSURE  
 OTHER: disclosures and agency information

Both parties acknowledge that they have not relied on any statements of the real estate Agent or Broker which are not expressed in this Agreement.

LIMITATION OF AGENCY: A real estate broker or agent is qualified to advise on real estate. If you have any questions concerning the legal sufficiency, legal effect, insurance, or tax consequences of this document or the related transactions, consult with your attorney, accountant, or insurance broker.

The undersigned Buyer acknowledges that he or she has thoroughly read and approved each of the provisions contained herein and agrees to purchase the property for the price and on the terms and conditions specified. Buyer acknowledges receipt of a copy of this Offer.

Buyer Greg Painter Date April 23, 01 Time 1:22 PM  
Buyer Holly Painter Date April 23, 01 Time \_\_\_\_\_

**ACCEPTANCE**

Seller accepts the above Offer and agrees to sell the property for the price and on the terms and conditions specified.

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between the Seller and Broker.

19. COMMISSION. Seller agrees to pay in cash the following real estate commission for services rendered, which commission Seller hereby irrevocably assigns to Broker(s) from escrow:  
3 % of the accepted price, or \$ \_\_\_\_\_, to the listing Broker: Century 21 Clark Properties, and  
3 % of the accepted price, or \$ \_\_\_\_\_, to the selling Broker: Century 21 Clark Properties  
without regard to the agency relationship. Escrow instructions with respect to commissions may not be amended or revoked without the written consent of the Broker(s).

If Seller receives liquidated or other damages upon default by Buyer, Seller agrees to pay Broker(s) the lesser of the amount provided for above or one half of the damages after deducting any costs of collection including reasonable attorney fees.

Commission will also be payable upon any default by Seller, or the mutual rescission by Buyer and Seller without the written consent of the Broker(s), which prevents completion of the purchase. This Agreement will not limit the rights of Broker and Seller provided for in any existing listing agreement.

In any action for commission the prevailing party will be entitled to reasonable attorney fees, whether or not the action is brought to trial or final judgment.

Seller acknowledges receipt of a copy of this Agreement. Authorization is hereby given the Broker(s) in this transaction to deliver a signed copy to Buyer and to disclose the terms of sale to members of a Multiple Listing Service, Board or Association of REALTORS® at close of escrow.

20. IF CHECKED  ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER DATED: \_\_\_\_\_

Seller \_\_\_\_\_ (Signature) Date \_\_\_\_\_ Time \_\_\_\_\_  
Seller \_\_\_\_\_ (Please Print Name)  
Seller \_\_\_\_\_ (Signature) Date \_\_\_\_\_ Time \_\_\_\_\_  
Seller \_\_\_\_\_ (Please Print Name)

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Rev. by \_\_\_\_\_  
Date \_\_\_\_\_



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**CONFIRMATION REGARDING REAL ESTATE AGENT RELATIONSHIP**

This form does not constitute a contract for service.

Property Address APN 23-200-05

In the event any party to the real estate transaction is also represented by another licensee who is affiliated with the same Company, the Broker may assign a licensee to act for each party, respectively. As set forth within the *Duties Owed* form, no confidential information will be disclosed. This is  is not  such a transaction.

**I/We confirm the duties of a real estate licensee of which has been presented and explained to me / us.  
My/Our representative's relationship is:**

Century 21 clark Properties is the AGENT of

- Seller/Landlord Exclusively(2)  Buyer/Tenant Exclusively(3)  
 Both Buyer/Tenant & Seller/Landlord(1)

Century 21 Clark properties is the AGENT of

- Buyer/Tenant Exclusively (3)  Seller/Landlord Exclusively (2)  
 Both Buyer/Tenant & Seller/Landlord(1)

- (1) IF LICENSEE IS ACTING FOR MORE THAN ONE PARTY IN THIS TRANSACTION, you will be provided a Consent to Act form for your review, consideration and approval or rejection. A licensee can legally represent both the Seller/Landlord and Buyer/Tenant in a transaction, but ONLY with the knowledge and written consent of BOTH the Seller/Landlord and Buyer/Tenant.
- (2) A licensee who is acting for the Seiler/Landlord exclusively, is not representing the Buyer/Tenant and has no duty to advocate or negotiate for the Buyer/Tenant.
- (3) A licensee who is acting for the Buyer/Tenant exclusively, is not representing the Seller/Landlord and has no duty to advocate or negotiate for the Seller/Landlord.

Century 21 Clark Properties

Seller's / Landlord's Company  
by *Dave Clark*  
Licensed Real Estate Agent

March 30, 01  
Date

Time

Century 21 Clark Properties

Buyer's/Tenant's Company  
by *Dave Clark*  
Licensed Real Estate Agent

March 30, 01  
Date

Time

Seller/Landlord

Date

Time

*Buyer* Buyer/Tenant

3/30/01 Date

2:54 PM Time

Seller/Landlord

Date

Time

Buyer/Tenant

Date

Time



**CONSENT TO ACT**

*This form does not constitute a contract for services.*

**LICENSEE ACTING FOR MORE THAN ONE PARTY IN A REAL ESTATE TRANSACTION**

In Nevada, a real estate licensee can (1) act for only one party to a real estate transaction, (2) act for more than one party to a real estate transaction with written consent of each party, or (3) if licensed as a broker, assign different licensees affiliated with the broker's company to separate parties to a real estate transaction.

LICENSEE. The licensee in the real estate transaction is Patricia D. Clark ("Licensee") whose license number is 12006 and who is affiliated with Century 21 Clark properties ("Company").

LIMITATIONS AND CONFLICT OF INTEREST.  Seller  Buyer understand that the licensee  is presently acting for  may, in the future, elect to act for two or more parties in this transaction. When acting for more than one party in the transaction, a limitation of the licensee's level of representation to all parties is created because the parties have adverse interests. In acting for these parties the licensee has a conflict of interest. The licensee cannot represent the interests of one party to the exclusion of detriment of the interest of the other party.

DISCLOSURE OF CONFIDENTIAL INFORMATION. Licensee will not disclose any confidential information for 1 year after the revocation or termination of any brokerage agreement entered into with a party to this transaction, unless Licensee is required to do so by a court of competent jurisdiction or is given written permission to do so by that party. Confidential information includes, but is not limited to, the client's motivation to purchase, trade or sell, which if disclosed, could harm one party's bargaining position or benefit the other.

DUTIES OF LICENSEE. Licensee shall provide you a "Duties Owed by a Nevada Real Estate Licensee" Disclosure form which lists and explains the duties owed to all parties of a real estate transaction. When representing both parties, the Licensee owes the same duties to both seller and buyer. Licensee shall disclose to both Seller and Buyer all known latent defects in the property, any matter that must be disclosed by law, and any information that the licensee believes may be material or might affect Seller's or Buyer's decisions with the respect to this transaction. The licensee shall not disclose: (1) To Buyer, price or terms the seller will accept, other than the listed price or terms, without the express written permission of the seller and/or (2) To Seller, information about price or terms Buyer will offer other than Buyer's written offer.

**CONFIRMATION OF DISCLOSURE**

I/We acknowledge receipt of this disclosure and the list of licensee duties. By signature I/We confirm my/our understanding of the information provided herein.

Buyer/Tenant: Greg Painter Date \_\_\_\_\_ Time 2:54 am/pm  
Seller/Landlord: Holly Painter Date March 30, 01 Time \_\_\_\_\_ am/pm

NO REQUIREMENT OF CONSENT. You, as a party to this Transaction, are not required to consent to Licensee acting on your behalf. You may reject this consent and obtain your own agent to act on your behalf.

CONSENT AND UNDERSTANDING. You, as a party to this Transaction, are giving your consent without coercion and understand the terms of this consent.

**CONFIRMATION OF INFORMED CONSENT**

By signature, I/We consent to the Licensee acting for more than one party in this real estate transaction.

DESCRIPTION OF TRANSACTION: The real estate transaction is the  sale and purchase  lease  management of

APN 23-200-05 ("Property").

Licensee: Patricia D. Clark Date 3-30-01 Time \_\_\_\_\_ am/pm  
Buyer/Tenant: Greg Painter Date 3-30-01 Time 2:54 am/pm  
Seller/Landlord: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ am/pm

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# NOTICE REGARDING HAZARDOUS MATERIALS

This is in reference to the Agreement dated March 30, 2001 between  
The Uhalde Family Trust and Greg and Holly Painter  
concerning the property commonly known as APN 23-200-05

Various materials utilized in the construction of improvements to property may contain materials that have been or may in the future be determined to be toxic, hazardous, or undesirable. These materials may need to be specially handled or removed from the property. For example, some electrical transformers and other electrical components can contain PCBs. Asbestos has been used in a wide variety of building components such as fire-proofing, air duct insulation, acoustical tiles, spray-on acoustical materials, linoleum, floor tiles, and plaster. Due to current or prior uses, the property or improvements may contain materials such as metals, minerals, chemicals, hydrocarbons, biological or radioactive materials, and other substances which are considered, or in the future may be determined to be, toxic wastes, hazardous materials, or undesirable substances. Such substances may be in above-ground and below-ground containers on the property or may be present on or in soils, water, building components, or other portions of the property in areas that may not be accessible or noticeable.

Current and future federal, state, and local laws and regulations may require the clean-up of such toxic, hazardous, or undesirable materials at the expense of those persons who in the past, present, or future have had any interest in property including, but not limited to, current, past and future owners and users of the property. The parties are advised to consult with independent legal counsel of their choice to determine the potential liability with respect to toxic, hazardous, or undesirable materials. The parties should also consult with such legal counsel to determine what provisions regarding toxic, hazardous, or undesirable materials they may wish to include in purchase and sale agreements, leases, options, and other legal documentation related to transactions they contemplate entering into with respect to the property.

The real estate salespersons and brokers in this transaction have no expertise with respect to toxic wastes, hazardous materials, or undesirable substances. Proper inspections of the property by qualified experts are an absolute necessity to determine whether or not there are any current or potential toxic wastes, hazardous materials, or undesirable substances in or on the property. The real estate salespersons and brokers in this transaction have not made, nor will make, any representations, either expressed or implied, regarding the existence or nonexistence of toxic wastes, hazardous materials, or undesirable substances in or on the property. Problems involving toxic wastes, hazardous materials, or undesirable substances can be extremely costly to correct. It is the responsibility of the parties to retain qualified experts to deal with the detection and correction of such matters.

For further information, and a list of appropriate federal and state agencies, read the booklet "A Homeowner's Guide to Environmental Hazards and Earthquake Safety."

Buyers acknowledge that they have read and understand this notice and have received a copy on the date indicated below.

Buyer/Lessee Greg Painter Date March 30, 2001  
Buyer/Lessee Holly Painter Date \_\_\_\_\_

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# STANDARD DISCLOSURES AND DISCLAIMERS - NEVADA

It is recommended that the parties read and sign this disclosure statement contemporaneously with the execution and delivery of the statutory agency disclosure form. It is important that the parties review these disclosures before entering into a binding purchase agreement.

Property Address \_\_\_\_\_

APN 23-200-05

1. **ALTERNATIVE DISPUTE RESOLUTION (ADR).** In an attempt to avoid costly and time-consuming litigation, most courts encourage the parties to a dispute to attempt to resolve their differences without litigation either by mediation, binding arbitration, or both. Most standard real estate contracts give the parties the option to agree to some form of ADR.

(a) **Mediation:** If mediation is selected, the parties must, before filing litigation, submit their dispute to a neutral third party who helps the parties resolve the conflict by their mutual agreement. Mediation is a private, cooperative, and confidential process in which the parties retain control of the proceedings. Many mediators can skillfully facilitate negotiations, by pointing out weaknesses in the arguments, improving communications, and helping the parties find creative solutions to settle the dispute that may not have occurred to either party. Special courses train mediators in this work, and they often can create a climate free from acrimony. The cost of a mediator, which is usually shared equally between the parties, can vary greatly depending upon the experience of the mediator and the time involved. The result of a successful mediation hearing is a written settlement agreement that is legally enforceable. If agreement is not reached, either party may proceed with arbitration, if also elected, or litigation.

(b) **Binding Arbitration:** If the arbitration clause is initialed, any dispute arising out of the agreement must, with few exceptions, be submitted to and decided by a neutral arbitrator selected by the parties or their attorneys. The arbitrator's decision is final and cannot be challenged except where the arbitrator exceeds his or her authority. Under most arbitration provisions there is no recourse for mistakes by the arbitrator in applying the law or interpreting the facts. To avoid inadvertent mistakes, some arbitration clauses require the arbitrator to render a "Tentative Decision" prior to the final award. If the arbitration clause permits, each of the parties, with the consent of the arbitrator, has the right to take depositions, demand inspection of documents, and engage in other discovery before the arbitration hearing. Although attorneys usually represent the parties, the hearing is less formal than a court proceeding. Rules of evidence are not strictly applied, and sometimes affidavits and depositions are permitted in lieu of live testimony. The cost of arbitration can vary from a few hundred dollars to several thousand dollars. The arbitrator can normally assess costs, including attorney fees, in his or her discretion. By selecting binding arbitration, a party gives up his or her constitutional right to a jury trial and the right of appeal. If the credibility of a witness becomes significant, the arbitrator will assume this important jury function. These disadvantages should be weighed against the advantage of an expedient and relatively inexpensive resolution of disputes that binding arbitration affords.

While the real estate agents can help explain the meaning of alternative dispute resolution choices given in the purchase agreement, they do not make recommendations. This is a matter for the Buyer and Seller to decide.

2. **BOUNDARY LINES, SIZE, AND SCHOOL DISTRICTS.** Any representations regarding property size, building size, or location of boundary lines may not be accurate. Apparent boundary line indicators such as fences, hedges, walls, or other barriers may not represent the true boundary lines. Neither the Seller nor the agents make any representations regarding boundary location or the size of the parcel. If the Buyer has any questions in this regard, he or she should obtain a survey. Only a surveyor can render a valid opinion as to the actual boundary lines. It is also important that Buyer contact the appropriate school district to verify the district in which the property is located (attendance area) and the schools his or her children will attend.

3. **COMMON INTEREST COMMUNITIES.** In condominiums, planned unit developments, and other projects having common areas, it is important that the Buyer satisfy himself or herself as to the adequacy of the reserves for replacements and the effect, if any, of contemplated or pending litigation brought by or against the homeowners' association. Unanticipated assessments by associations against members for repairs or to finance litigation are a frequent source of controversy. Real estate agents do not investigate or verify these matters. Carefully read the Common Interest Community Information Statement required to be delivered to you and under NRS 116.41095. Buyers should understand that the Homeowners' Association has broad discretion in what constitutes satisfactory repair and maintenance of the common area.

4. **CONDITION OF THE PROPERTY.** The Buyer is advised not to rely upon any representations by either agent or Seller with respect to the condition of the property that are not contained in the purchase agreement or in the disclosure statements. The real property, fixtures, and personal property included in the sale may not be new and have been subject to normal wear and tear. The obligations of the Seller under maintenance provisions of the purchase agreement are not intended to create a warranty with respect to the condition of the property to be maintained, or to create an obligation upon the part of the Seller to repair any item that may fail after delivery of possession.

Buyer should have a termite, roof, contractor's (or home inspection service) and, if applicable, a pool/spa inspection and any other inspections which the Buyer desires by qualified experts. Each of these is a separate area of expertise, and one of these inspections is not a substitute for any of the others. There are no implied warranties in the sale of pre-owned real or personal property. The Buyer has the burden of conducting reasonable inspections of the house in addition to the Seller's disclosures. The Buyer is required under law to exercise the inspection contingency in good faith.

5. **COVENANTS, CONDITIONS, AND RESTRICTIONS.** The Buyer should carefully review any CC&Rs (sometimes referred to as a "Declaration") and other documents and exceptions that affect the property. These documents contain provisions which regulate the use and enjoyment of property and sometimes impose assessments for maintenance of common areas. Copies of the Declaration and other documents referred to in the Preliminary Title Report are normally provided by the title company. Please read them.

6. **FAIR HOUSING.** Buyer and Seller understand that state and federal law prohibits discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, religion, color, sex, familial status, sexual preference, physical handicap, or national origin.

Initials [ ] [ ]

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Property Address

- 7. **HAZARDOUS MATERIALS.** The agent in this transaction has no expertise regarding toxic wastes, hazardous materials, or undesirable substances. No representations, either express or implied, have been or will be made with respect to the existence or nonexistence of such materials on the property. A Buyer who is concerned about the presence of such materials should have the property inspected by qualified experts.
- 8. **LIQUIDATED DAMAGES.** Most preprinted contract forms contain a provision for the Buyer and Seller to agree, in advance, as to the amount of damages the Seller will suffer if the Buyer breaches the contract. This is usually the amount of the initial deposit, plus any increase in the deposit, provided that the amount does not exceed 3% of the purchase price. The provision should be separately initialed by both parties. Any increase in the deposit should also be separately signed or initialed as a liquidated damage provision. In case of a dispute, mutual cancellation instructions are necessary to release these funds from escrow or trust accounts. It is often necessary for litigation or arbitration to be initialed in order to obtain a determination whether a breach has occurred. Neither the escrow holder nor the real estate agents can make this determination.
- 9. **NOISE AND ODOR.** The concept of acceptable noise levels is highly subjective. The Buyer should make his or her own independent assessment of noise from highways or other sources, and not rely upon the personal opinion of the Seller or agents. Homes that have had pets can have undesirable odors. Pet urine contamination can remain dormant for long periods and then become offensive because of humidity or other factors. Carpet cleaning often is not a permanent solution. The Buyer should consider inspection by a qualified expert if contamination of any kind from household pets is suspected.
- 10. **PRIVATE ROADS.** If the property shares a common driveway or abuts a private road shared with other property, the Buyer should inquire as to the existence of any road maintenance agreement. Absent any such agreement, the law usually provides that the owners will share the cost of maintaining the roadway proportionately to the use made of the easement by each owner.
- 11. **SEPTIC SYSTEMS.** If the property has a septic system, it is important that the Buyer obtain a thorough inspection by a licensed professional. Guidelines for septic system evaluation include a hydraulic test of the system, an evaluation of the septic tank both before and after pumping, and a visual observation of the leach field which should be conducted before, during, and after the hydraulic test of the system.
- 12. **SOILS CONDITIONS.** Neither the Seller nor the agents make any representation regarding the susceptibility of the property to damage from earthquake, earth movement, or other geologic hazards. Nevada has a wide range of geologic stability characteristics. Planning departments can supply information regarding the specific property. If Buyer has any concerns regarding soils, drainage, or flooding conditions, he or she should obtain a report from a qualified soils or drainage expert. A contractor's inspection does not normally include a qualified evaluation of soils conditions.
- 13. **STORAGE TANKS.** Permits are required for tanks storing flammable or combustible liquids whether or not they are in use. For those tanks presently in use, or intended for future use, an operational permit must be obtained. Buyer is advised to consult with city or county authorities when storage tanks are present on the property to determine local requirements.
- 14. **USE AND DESIGN RESTRICTIONS.** Local governments impose restrictions on the use of the property and improvements or modifications. If the Buyer contemplates any change of use or construction, he or she should verify with the local planning and building department whether the proposed change is permissible. It is also recommended that the Buyer verify the legality of any "in law" or "granny" unit on the property. Homeowners often make changes without permits and in violation of building codes and local regulations. Brokers do not investigate the status of permits, zoning, or code compliance and the parties are to satisfy themselves concerning these issues.
- 15. **VESTED TITLE.** Title is commonly taken as joint tenants, tenants in common, as community property, or as separate property. The manner of taking title can have significant legal and tax consequences. The Buyer should obtain advice from his or her legal or tax counsel regarding this matter and instruct the title company accordingly.
- 16. **WATER SHORTAGE AND PLUMBING FIXTURE REQUIREMENTS.** Water districts that face potential water shortages may impose mandatory cutbacks and increased charges for water service. Some districts require, or may require in the future, installation of water efficient plumbing fixtures upon remodeling, adding bathrooms, or increasing the floor space of an existing structure. The Buyer is advised to obtain and review specific information from the water district serving the property, and its impact on Buyer's enjoyment and use of the property.
- 17. **WITHHOLDING.** If the Seller is a foreign person under the Foreign Investment and Real Property Tax Act (I.R.C. 1445), a Buyer is required to withhold 10% of the purchase price and to deposit that amount with the Internal Revenue Service upon close of escrow unless the transaction is exempt. The parties will be required to provide appropriate documentation during the course of the escrow. A real estate Broker is not qualified to give advice on withholding requirements. The Buyer should inquire of the taxing authorities as to his or her responsibilities in this regard.

**LIMITATION OF AGENCY:** Real estate brokers and agents are not qualified to give legal, tax, accounting, or insurance advice. For these questions, you should consult with your attorney, accountant, or insurance broker. In addition, real estate brokers and agents do not guarantee the condition of the property, or verify representations made by the parties or their inspectors.

**THE UNDERSIGNED HAVE READ AND RECEIVED A COPY OF BOTH PAGES OF THIS DISCLOSURE AND DISCLAIMER.**

(circle one) Seller  Buyer  \_\_\_\_\_ Date March 30, 2001  
*Greg Painter*  
 \_\_\_\_\_  
 Greg Painter

(circle one) Seller  Buyer  \_\_\_\_\_ Date March 30, 2001  
 \_\_\_\_\_  
 Holly Painter

Initials [GP] [\_\_\_\_\_] \_\_\_\_\_



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**DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE**

This form does not constitute a contract for service.

In Nevada, a real estate licensee can (1) act for only one party to a real estate transaction, (2) act for more than one party to a real estate transaction with written consent of each party, or (3) if licensed as a broker, assign different licensees affiliated with the broker's company to separate parties to a real estate transaction. A licensee, acting as an agent, must act in one of these capacities in every real estate transaction. If this form is used for a lease, the term Seller shall mean Landlord/Lessor and the term Buyer shall mean Tenant/Lessee.

**LICENSEE.** The licensee in the real estate transaction is Patricia D Clark ("Licensee") whose license number is 12006. The Licensee is acting for Uhalde Trust and Greg and Holly Painter.  
**BROKER.** The broker in the real estate transaction is Patricia D. Clark ("Broker"), whose company is Century 21 Clark Propertiesq ("Company").

**A NEVADA REAL ESTATE LICENSEE IN A REAL ESTATE TRANSACTION SHALL:**

1. Disclose to each party to the real estate transaction as soon as is practicable:
  - a. Any material and relevant facts, data or information which Licensee knows, or which by the exercise of reasonable care and diligence licensee should have known, relating to the property which is the subject of the real estate transaction.
  - b. Each source from which Licensee will receive compensation as a result of the transaction.
  - c. That Licensee is a principal to the transaction or has an interest in a principal to the transaction.
  - d. Any changes in Licensee's relationship to a party to the real estate transaction.
2. Disclose, if applicable, that Licensee is acting for more than one party to the transaction. Upon making such a disclosure the Licensee must obtain the written consent of each party to the transaction for whom Licensee is acting before Licensee may continue to act in Licensee's capacity as an agent.
3. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
4. Provide this form to each party to the real estate transaction.
5. Not disclose, except to the Broker, confidential information relating to a client.
6. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and to carry out Licensee's duties pursuant to the terms of the brokerage agreement.
7. Not disclose confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless Licensee is required to do so by order of the court. Confidential information includes, but is not limited to the client's motivation to purchase, sell or trade and other information of a personal nature.
8. Promote the interest of his client by:
  - a. Seeking a sale, lease or property at the price and terms stated in the brokerage agreement or at a price acceptable to the client.
  - b. Presenting all offers made to or by the client as soon as is practicable.
  - c. Disclosing material facts of which the licensee has knowledge concerning the transaction.
  - d. Advising the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee.
  - e. Accounting for all money and property Licensee receives (in which the client may have an interest) as soon as is practicable.
9. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
10. Abide by all duties, responsibilities and obligations required of Licensee in chapters 119, 119A, 119B, 645, 645A, and 645C of the NRS.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.

Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time
			<u>Greg Painter</u>	<u>March 30, 01</u>	<u>2:54 PM</u>
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time
			<u>Holly Painter</u>	<u>March 30, 01</u>	



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# BUYER DISCLOSURE STATEMENT

THIS BUYER DISCLOSURE STATEMENT is provided to Greg and Holly Plister ("Buyer") by CENTURY 21 CLARK PROPERTIES including Hatty Clark (the "Buyer's Agent") in connection with Buyer's offer to purchase real property located at APN 23-2019-05 ("Property").

- 1. RECOMMENDED SERVICES.** CENTURY 21 CLARK PROPERTIES, and its sales associates, including the Buyer's Agent, are trained in the marketing of real estate. They are not trained or licensed to provide the Buyer with professional advice regarding the physical condition of any property or regarding legal or tax matters. Accordingly, neither CENTURY 21 CLARK PROPERTIES, nor its sales associates, including the Buyer's Agent, will make any representations or warranties regarding the physical or legal condition of any property selected by the Buyer. CENTURY 21 CLARK PROPERTIES strongly recommends that Buyer consult his/her own design or land use professional, zoning expert, contractor, home inspector, surveyor, title insurer, termite control expert, attorney, tax specialist, estate planner, CPA, accountant, and other professionals regarding the size (including acreage and square footage), legal, mechanical, or physical condition of the Property and any other aspects of this transaction.
- 2. BUILDING CODE/ZONING COMPLIANCE.** Buyer acknowledges that CENTURY 21 CLARK PROPERTIES, including the Buyer's Agent, should not be relied upon for any determination as to any past or present building or zoning violations.
- 3. SURVEYING AND STAKING.** Buyer is advised that without an accurate survey of the property, buyer cannot be certain as to the exact boundaries of the Property, or that any improvements on the Property are not encroaching upon adjoining parcels of property, or that improvements located on adjoining parcels or property do not encroach on the Property. Buyer acknowledges that CENTURY 21 CLARK PROPERTIES, including the Buyer's Agent, should not be relied upon for any determination as to the boundaries of the Property or of any encroachments within the Property or upon adjoining parcels of property.
- 4. REAL ESTATE MORTGAGE FINANCING.** CENTURY 21 CLARK PROPERTIES endorses WELLS FARGO HOME MORTGAGE to facilitate a smooth, convenient and efficient mortgage financing process. While CENTURY 21 CLARK PROPERTIES recommends using this lender, there is no obligation. Other lending companies are available. WELLS FARGO HOME MORTGAGE fees for loan origination, underwriting and other applicable charges are disclosed in writing. Please ask your loan officer for a Good Faith Estimate. Buyer may or may not be able to obtain similar mortgage financing products and services at a lower rate by shopping with other providers.
- 5. SQUARE FOOTAGE/ACREAGE.** Buyers are advised to satisfy themselves and/or consult with appropriate professionals regarding the square footage, room dimensions, lot size, and age of property improvements. Any numerical statements by CENTURY 21 CLARK PROPERTIES, including the Buyer's Agent, regarding these items ARE APPROXIMATIONS ONLY AND SHOULD NOT BE RELIED UPON.
- 6. SEWER SYSTEM.** Buyer is advised to consult with appropriate professionals regarding sewer and septic systems and components. The Property may not be connected to a public sewer, and applicable fees may not have been paid. Septic tanks may need to be pumped. Leach fields may need to be inspected.
- 7. WATER & UTILITY AVAILABILITY.** Buyer is advised to consult with appropriate professionals regarding the source and availability of water and other utility services, any applicable use restrictions, and ownership of water rights and water system. The Property may not be connected to a public water system. A well and well system may require inspection.

BUYER INITIAL GP



BUYER INITIAL \_\_\_\_\_





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8. **GEOLOGIC CONDITIONS.** Buyer acknowledges that CENTURY 21 CLARK PROPERTIES, including the Buyer's Agent, should not be relied upon for any determination as to the geologic conditions of the Property, including soil & terrain stability, drainage and seismic activity.
9. **PEST CONTROL/TERMITE INSPECTION.** Buyer is advised that without a Pest Control/Termite Inspection, Buyer cannot be certain as to the existence of any pest or termite problems on the Property. Buyer acknowledges that CENTURY 21 CLARK PROPERTIES including the Buyer's Agent should not be relied upon for any determination as to the existence of any pest or termite problems associated with the Property. A termite inspection is recommended.
10. **FEDERAL FAIR HOUSING COMPLIANCE.** Buyer is advised to consult with appropriate professionals regarding neighborhood or property conditions including, but not limited to: school; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards or circumstances. All properties will be shown without regard to race, color, religion, sex, national origin, handicap or family status and any other current requirements of federal fair housing laws.
11. **REGULATORY COMPLIANCE FEE.** Buyer acknowledges and agrees to pay CENTURY 21 CLARK PROPERTIES a "Regulatory Compliance Fee" of \$175 through escrow at the closing.

**RECEIPT AND ACKNOWLEDGMENT OF BUYER**

I have carefully reviewed this Buyer Disclosure Statement. I understand my right and the recommendation of CENTURY 21 CLARK PROPERTIES to consult with the various experts and professionals listed above, prior to or as part of an offer to purchase the Property. I FURTHER UNDERSTAND THAT I HAVE THE RIGHT TO INCLUDE ANY OR ALL OF THE ABOVE INSPECTIONS AS A CONDITION OF MY OFFER TO PURCHASE THE PROPERTY. THE BUYER IS ADVISED TO EXERCISE THIS RIGHT. IF THE BUYER FAILS TO DO SO, THE BUYER IS ACTING CONTRARY TO THE ADVICE OF THE COMPANY.

 _____ Buyer	_____ Date <u>3/20/01</u>
 <u>Betty Clark</u> Buyer's Agent	_____ Date <u>3-30-01</u>



GREG PAINTER CONSTRUCTION  
POST OFFICE BOX 37  
GENOA, NEVADA 89411  
(775) 782-3999  
NEVADA LICENSE #0023912

WELLS FARGO BANK NEVADA, N.A.  
1542 Highway 395  
Gardnerville, Nevada 89410  
94-7074/32

1196

3/30/01  
\$ 5,000<sup>00</sup>

PAY TO THE  
ORDER OF

Western Title  
Five Thousand and no/100

DOLLARS

MEMO

*Greg L Painter*

⑈0000001196⑈ ⑆321270742⑆0100070452⑈

GREG PAINTER CONSTRUCTION • Genoa, Nevada 89411

1196



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APPROX 24±  
ACRES - NOT A PART

LANDS OF UHALDE TRUST  
244± ACRES

NOTES:  
1. FLOOD ZONES SHOWN ON THIS MAP ARE FOR INFORMATION ONLY. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST FLOOD ZONE DATA FROM THE APPROPRIATE AGENCIES.  
2. THIS MAP IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.  
3. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST FLOOD ZONE DATA FROM THE APPROPRIATE AGENCIES.



SHEET 1 OF 1 DATE 11/15/83 CHECKED BY: [blank] DRAWN BY: [blank]	PACIFIC CORPORATION <b>UHALDE TRUST</b> <b>244± ACRE PARCEL</b> BASE MAP	<b>PALMER &amp; LAUDER</b> <b>ENGINEERS, INC.</b> 411 N. Nevada Carson City, Nevada 89703 PHONE (702) 864-0478 FAX (702) 864-1224	<b>PRELIMINARY</b>	[blank]	[blank]
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Exhibit B

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MCDONALD CARANO WILSON MCCUNE BERGIN FRANKOVICH & HICKS LLP  
ATTORNEYS AT LAW  
241 RIDGE STREET • P.O. BOX 2670  
RENO, NEVADA 89505-2670  
(775) 788-2000 • FAX (775) 788-2020

1 Case No. 99-00274A

2 Dept. No. 2

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IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

6

IN AND FOR CARSON CITY

7

\*\*\*\*\*

8

GARY L. CHRISTY, DAVID  
WESOLOWSKI, R.B. KLUTTZ, and  
9 JOSEPHINE G. UHALDE,

10

Plaintiffs,

11

vs.

12

MARY LOUISE DaSILVA, THOMAS  
DaSILVA, NANCY ANN MENDIBURU,  
13 JUAN MENDIBURU, ELIZABETH  
McTEER, RICHARD McTEER, IRENE  
14 BRUSA, RON BRUSA, JOHN B.  
UHALDE, and DOES I-XX, inclusive,

15

Defendants.

16

17

**STIPULATION AND ORDER**

18

WHEREAS, the parties to this action each own undivided interests in a certain 244 ± acre  
19 parcel of property located in Douglas County, Nevada, a description of which is attached hereto as  
20 Exhibit A;

21

WHEREAS, the parties have received an Offer to Purchase ("Purchase Offer") the above-  
22 described property, a true and correct copy of which is attached hereto as Exhibit B; and

23

WHEREAS, the parties have agreed to accept the Purchase Offer.

24

THEREFORE, the parties hereby stipulate and agree as follows:

25

1. The Purchase Offer by Greg Painter of April 25, 2001 is hereby accepted.

26

2. Pursuant to the Purchase Offer, the property will be divided into two parcels; one parcel

27

of approximately 223.6 acres and one parcel approximately 20.33 acres, the division of which is

28

shown as an attachment to the Purchase Offer.

Exhibit B

0552956

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1 3. The approximately 20.33 acres shall be deeded by the appropriate legal process to  
2 Plaintiffs GARY CHRISTY, DAVID WESOLOWSKI and R.B. KLUTTZ, each of whom shall own  
3 a one-third undivided interest of the 20.33 acres.

4 4. The \$850,000 cash sales price pursuant to the Purchase Offer shall be disbursed as  
5 follows:

6 (a) A real estate commission of six percent (6%) shall be Patty Clark of Century 21 Realtors,  
7 Clark Properties.

8 (b) Closing costs shall be paid by the parties pursuant to their respective ownership  
9 percentage interests in the property;

10 The balance of the net proceeds obtained from the sale after deducting the real estate  
11 commission and closing costs shall be distributed as follows:

- 12 (a) JOSEPHINE G. UHALDE: fifty percent (50%);
- 13 (b) JOHN B. UHALDE: ten percent (10%);
- 14 (c) MARY LOUISE DaSILVA and THOMAS DaSILVA: ten percent (10%);
- 15 (d) NANCY ANN MENDIBURU and JUAN MENDIBURU: ten percent (10%);
- 16 (e) ELIZABETH McTEER and RICHARD McTEER: ten percent (10%); and
- 17 (f) IRENE BRUSA and RON BRUSA: ten percent (10%).

18 The litigation herein shall be dismissed without prejudice at this time. At such time that the  
19 closing of the property occurs as described herein, this action shall be dismissed with prejudice.

20 Pursuant to the previous Order of this Court dated March 29, 2001, all attorney's fees and costs  
21 incurred by all parties as a result of the action herein shall be deducted from the sale of the Carson  
22 City property.

24 Dated: May 14, 2001.

Gary L. Christy  
GARY L. CHRISTY

26 Dated: May 14, 2001.

David Wesolowski  
DAVID WESOLOWSKI



MCDONALD CARANO WILSON MCCUNE BERGIN FRANKOVICH & HICKS LLP  
ATTORNEYS AT LAW  
241 RIDGE STREET • P.O. BOX 2670  
RENO, NEVADA 89505-2670  
(775) 788-2000 • FAX (775) 788-2020

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Dated: May 15,, 2001.  
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Dated: \_\_\_\_\_, 2001.

R.B. Kluttz  
R.B. KLUTTZ  
  
JOSEPHINE UHALDE  
  
MARY LOUISE DaSILVA  
  
THOMAS DaSILVA  
  
NANCY ANN MENDIBURU  
  
JUAN MENDIBURU  
  
ELIZABETH McTEER  
  
RICHARD McTEER  
  
IRENE BRUSA  
  
RON BRUSA  
  
JOHN B. UHALDE

MCDONALD CARANO WILSON MCCUNE BERGIN FRANKOVICH & HICKS LLP  
ATTORNEYS AT LAW  
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RENO, NEVADA 89505-2670  
(775) 788-3000 • FAX (775) 788-2020

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Dated: May 8, 2001.

Josephine Uhalde  
JOSEPHINE UHALDE

Dated: \_\_\_\_\_, 2001.

\_\_\_\_\_  
MARY LOUISE DaSILVA

Dated: \_\_\_\_\_, 2001.

\_\_\_\_\_  
THOMAS DaSILVA

Dated: \_\_\_\_\_, 2001.

\_\_\_\_\_  
NANCY ANN MENDIBURU

Dated: \_\_\_\_\_, 2001.

\_\_\_\_\_  
JUAN MENDIBURU

Dated: \_\_\_\_\_, 2001.

\_\_\_\_\_  
ELIZABETH McTEER

Dated: \_\_\_\_\_, 2001.

\_\_\_\_\_  
RICHARD McTEER

Dated: \_\_\_\_\_, 2001.

\_\_\_\_\_  
IRENE BRUSA

Dated: \_\_\_\_\_, 2001.

\_\_\_\_\_  
RON BRUSA

Dated: \_\_\_\_\_, 2001.

\_\_\_\_\_  
JOHN B. UHALDE

MCDONALD CARANO WILSON MCCUNE BERGIN BARKOVICH & HICKS LLP

ATTORNEYS AT LAW  
1000 W. WASHINGTON ST., SUITE 1200  
MILWAUKEE, WISCONSIN 53233  
TEL: 414-224-4400 FAX: 414-224-4401

1	Dated: _____, 2001.	
2		R.B. KLUTTZ
3		
4		
5	Dated: _____, 2001.	JOSEPHINE UHALDE
6		
7	Dated: <u>5-12-01</u> , 2001.	<i>Mary Louise Desilva</i> MARY LOUISE DESILVA
8		
9		
10	Dated: <u>5-12</u> , 2001.	<i>Thomas Desilva</i> THOMAS DESILVA
11		
12	Dated: _____, 2001.	NANCY ANN MENDIBURO
13		
14		
15	Dated: <u>5-13</u> , 2001.	<i>Nancy Mendiburo</i> NANCY MENDIBURO
16		
17	Dated: <u>5-12</u> , 2001.	<i>Elizabeth McTeer</i> ELIZABETH McTEER
18		
19		
20	Dated: <u>5-18-</u> , 2001.	<i>Richard McTeer</i> RICHARD McTEER
21		
22	Dated: <u>5-15</u> , 2001.	<i>Irene Brusa</i> IRENE BRUSA
23		
24		
25	Dated: <u>5-15</u> , 2001.	<i>Ron Brusa</i> RON BRUSA
26		
27	Dated: _____, 2001.	JOHN B. UHALDE
28		

DATED: This \_\_\_\_\_ day of \_\_\_\_\_, 2001.

DISTRICT JUDGE

MCDONALD CARANO WILSON McCUNE BERGIN FRANKOVICH & HICKS LLP

ATTORNEYS AT LAW  
241 RIDGE STREET • P.O. BOX 2670  
RENO, NEVADA 89505-2670  
(775) 788-2000 • FAX (775) 788-2020

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70201.3/PJG:cb



DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

The North one half of Section 12, Township 12 North, Range 20 East, M.D.B.&M.

EXCEPTING THEREFROM a parcel of land being a portion of the Northwest 1/4 of Section 12, Township 12 North, Range 20 East, M.D.B.&M., situated in Douglas County, State of Nevada, described as follows:

BEGINNING at a B.L.M. brass cap, marking the East 1/4 corner of said Section 12; thence North  $89^{\circ}53'54''$  West 2,647.33 feet to the True Point of Beginning, marked by an iron pipe tagged RLS 3519. Thence from said True Point of Beginning North  $89^{\circ}54'09''$  West 2,643.01 feet to the center line of East Valley Road; thence along said center line North  $0^{\circ}06'27''$  East 1,100.00 feet to a point; thence South  $89^{\circ}53'33''$  East 340.00 feet to a point; thence South  $50^{\circ}05'13''$  East 130.00 feet to a point; thence North  $48^{\circ}55'38''$  East 126.40 feet to a point; thence South  $89^{\circ}53'33''$  East 276.88 feet to a point; thence South  $48^{\circ}30'00''$  East 571.35 feet to a point; thence North  $41^{\circ}30'00''$  East 280.00 feet to a point; thence North  $48^{\circ}30'00''$  West 380.00 feet to a point; thence North  $25^{\circ}30'00''$  East 225.00 feet to a point; thence North  $49^{\circ}00'00''$  East 200.00 feet to a point; thence North  $77^{\circ}00'00''$  East 160.00 feet to a point; thence South  $55^{\circ}00'00''$  East 150 feet to a point; thence North  $83^{\circ}00'00''$  East 313.99 feet to a point; thence North  $7^{\circ}00'00''$  West 109.54 feet to a point; thence North  $83^{\circ}00'00''$  East 468.57' to a point; thence South  $9^{\circ}30'00''$  East 1,165.00 feet to a point of curvature; thence along a circular curve to the right, having a radius of 1,350 feet and a central angle of  $9^{\circ}36'06''$  a distance of 226.23 feet to a point of tangency; thence South  $0^{\circ}06'06''$  West 300.00 feet to the True Point of Beginning.

A.P.N. 23-200-05

LAND PURCHASE AGREEMENT

DEFINITIONS

BROKER includes cooperating brokers and all sales persons. DAYS means calendar days, midnigh... to midnight, unless otherwise specified. BUSINESS DAY excludes Saturdays, Sundays and legal holidays. DATE OF ACCEPTANCE means the date Seller accepts the offer or the Buyer accepts the counter offer. DELIVERED means personally delivered, transmitted by facsimile machine, by a nationally recognized overnight courier, or by deposit in the U.S. Mail, postage prepaid. In the event of mailing, the document will be deemed delivered three (3) business days after deposit; in the event of overnight courier, one (1) business day after deposit; and if by facsimile, at time of transmission provided that a transmission report is generated and retained by the sender reflecting the accurate transmission of the document. Unless otherwise provided in this Agreement or by law, delivery to the agent will constitute delivery to the principal. DATE OF CLOSING means the date title is transferred. TERMINATING THE AGREEMENT means that both parties are relieved of their obligations and all deposits will be returned to Buyer less expenses incurred by or on account of Buyer to date of termination. PROPERTY means the real property and any personal property included in the sale.

AGENCY RELATIONSHIP CONFIRMATION. The following agency relationship is hereby confirmed for this transaction and supersedes any prior agency election:

LISTING AGENT: Century 21 Clark Properties is the Agent of (check one):

the Seller exclusively; or both the Buyer and Seller.

SELLING AGENT: Century 21 Clark Properties (if not the same as the Listing Agent) is the Agent of (check one):

the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller.

Note: This confirmation DOES NOT take the place of any AGENCY DISCLOSURE form which may be required by law.

Greg Painter and Holly Painter, Husband and Wife as Joint Tenants with Right of Survivorship, or Nominee

hereinafter designated as BUYER, offers to purchase the real property situated in East Valley County of Douglas, State of Nevada consisting of approximately 220 acres,

sq. ft., commonly known as Uhalde Property, a 220 +- acre portion of APN 23-200-05 (see attached map)

FOR THE PURCHASE PRICE of \$ 850,000 ( EIGHT HUNDRED FIFTY THOUSAND AND NO/100 dollars),

on the following terms and conditions:

1. FINANCIAL TERMS.

A. \$ 5,000 DEPOSIT evidenced by check, other: held uncashed until acceptance and not later than three (3) business days thereafter deposited toward the purchase price with: Western Title Co.

B. \$ 20,000 ADDITIONAL CASH DEPOSIT to be placed in escrow within days of acceptance, upon removal of all conditions.

C. \$ 825,000 BALANCE OF CASH PAYMENT needed to close, not including closing costs.

D. \$ BONDS OR ASSESSMENTS of record if assumed by Buyer.

E. \$ OTHER FINANCING TERMS:

F. \$ 850,000 TOTAL PURCHASE PRICE (not including closing costs).

2. EXAMINATION OF TITLE. In addition to any encumbrances assumed or taken "subject to", Seller will convey title to the property subject only to: [1] real estate taxes not yet due; and [2] covenants, conditions, restrictions, rights of way and easements of record, if any, which do not materially affect the value or intended use of the property.

Within three (3) days after acceptance, Buyer will order a Preliminary Title Report and copies of CC&Rs and other documents of record if applicable. Within five (5) days after receipt, Buyer will report to Seller in writing any valid objections to title contained in such report (other than monetary liens to be paid upon close of escrow). If Buyer objects to any exceptions to the title, Seller will use due diligence to remove such exceptions at his or her own expense before close of escrow. If such exceptions cannot be removed before close of escrow, this Agreement will terminate, unless Buyer elects to purchase the property subject to such exceptions. If Seller concludes he or she is in good faith unable to remove such objections, Seller will notify Buyer within ten (10) days after receipt of said objections. In that event Buyer may terminate this Agreement.

3. OPTIONAL CONDITIONS. Provisions 3-A through 3-E, if initialed below by Buyer, are included in this Agreement:

[ ] A. SOIL TESTS. Upon acceptance of this Agreement, Buyer will have the right to go on the property to conduct soil tests, including percolation tests, to ascertain whether the property is suitable for the improvements which Buyer proposes to make. All expenses of such tests will be borne by the Buyer, Seller. Buyer will be responsible for the repair and restoration of any damage to the property which may be caused by such tests. If in the reasonable opinion of the soils engineer, employed by Buyer, the property is not suitable for the proposed development, Buyer may terminate this Agreement. It is not intended that the soils tests will include tests for toxic contamination unless otherwise agreed in writing by the parties. Buyer will approve or disapprove the results of the tests in writing within days of acceptance.

[ ] B. SURVEY. Upon acceptance of this Agreement, the property will be surveyed by a licensed surveyor at the expense of the Buyer, Seller. The surveyor will set and flag all property lines, to be approved in writing by Buyer prior to close of escrow.

Buyer and Seller have read this page.

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Page 1 of 3 pages

FORM 421.1 (10-2000)

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- [ ] C. **PRICE BASED ON AREA.** The purchase price is based upon \$           n/a            per acre,  per square foot, and  will,  will not be adjusted in accordance with the area set forth in the survey under Provision 3-B.
- [ ] D. **WELL REPORT.** Upon acceptance of this Agreement, Buyer will obtain a            report from a licensed well drilling contractor at the expense of  Buyer,  Seller. Buyer will approve or disapprove the results of the tests in writing within            days of acceptance. In the event of disapproval, Buyer may terminate this Agreement.
- [ ] E. **TAX DEFERRED EXCHANGE (INVESTMENT PROPERTY).** In the event Seller wishes to enter into a tax deferred exchange for the property, or Buyer wishes to enter into a tax deferred exchange with respect to property owned by him or her in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to complete the exchange, provided that: (a) the other party will not be obligated to delay the closing; (b) all additional costs in connection with the exchange will be borne by the party requesting the exchange; (c) the other party will not be obligated to execute any note, contract, deed or other document providing for any personal liability which would survive the exchange; and (d) the other party will not take title to any property other than the property described in this Agreement. The other party will be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of the exchange.

4. **BONDS AND ASSESSMENTS.** All bonds and assessments which are part of or paid with the property tax bill will be assumed by the Buyer. In the event there are other bonds or assessments which have an outstanding principal balance and are a lien upon the property, the current installment will be prorated between Buyer and Seller as of the date of closing. Future installments will be assumed by Buyer WITHOUT CREDIT toward the purchase price, EXCEPT AS FOLLOWS:           NONE          

This Agreement is conditioned upon both parties verifying and approving in writing the amount of any bond or assessment to be assumed or paid within ten (10) days after receipt of the preliminary title report. In the event of disapproval, the disapproving party may terminate this Agreement.

- 5. **EVIDENCE OF TITLE,** in the form of a policy of Title Insurance, issued by           Western Title Insurance          , paid by           1/2 Buyer 1/2 Seller          .
- 6. **VESTED TITLE.** The manner of taking title may have significant legal and tax consequences. Buyer should obtain advice from his or her legal or tax counsel regarding this matter.
- 7. **PROPERTY INVESTIGATIONS.** This Agreement is contingent upon Buyer's independent investigation of the following conditions relating to the property.
  - A. Zoning and land use designations and requirements.
  - B. Availability of utilities and costs of development.
  - C. Toxic contamination.

Buyer will be deemed to have approved these conditions unless written notice to the contrary is delivered to Seller or his or her Broker within           60           days of acceptance. In the event of disapproval, Buyer may terminate this Agreement.

- 8. **DEFAULT.** In the event Buyer defaults in the performance of this Agreement (unless Buyer and Seller have agreed to liquidated damages), Seller may, subject to any rights of the Broker, retain Buyer's deposit to the extent of damages sustained and may take such actions as he or she deems appropriate to collect such additional damages as may have been actually sustained. Buyer will have the right to take such action as he or she deems appropriate to recover such portion of the deposit as may be allowed by law. In the event that Buyer defaults (unless Buyer and Seller have agreed to liquidated damages) Buyer agrees to pay the Broker(s) any commission that would be payable by Seller in the absence of such default.
- 9. **ATTORNEY FEES.** In any action or proceeding involving a dispute between Buyer and Seller arising out of the execution of this Agreement or the sale, whether for tort or for breach of contract, and whether or not brought to trial or final judgment, the prevailing party will be entitled to receive from the other party a reasonable attorney fee to be determined by the court or arbitrator(s).
- 10. **CLOSING.** Full purchase price to be paid and deed to be recorded  on or before           July 1, 01          , or  within            days of acceptance. Both parties will deposit with an authorized escrow holder, to be selected by Buyer, all funds and instruments necessary to complete the sale in accordance with the terms of this Agreement.  Where customary, signed escrow instructions will be delivered to escrow holder within            days of acceptance. ESCROW FEE to be paid by           1/2 Buyer 1/2 Seller          . County/City TRANSFER TAX(ES), if any, to be paid by           Seller          .

**THIS PURCHASE AGREEMENT TOGETHER WITH ANY ADDENDA WILL CONSTITUTE JOINT ESCROW INSTRUCTIONS TO THE ESCROW HOLDER.**

- 11. **SURVIVAL.** The omission from escrow instructions of any provision in this Agreement will not waive the right of any party. All representations or warranties will survive the close of escrow.
- 12. **EXPIRATION OF OFFER.** This offer will expire unless acceptance is delivered to Buyer or to           Buyer's Agent           (Buyer's Broker) on or before (date)           April 24, 2001           (time)           5:00            a.m.,  p.m.
- 13. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original.
- 14. **TIME.** Time is of the essence of this Agreement; provided, however, that if either party fails to comply with any contingency in this Agreement within the time limit specified, this Agreement will not terminate until the other party delivers written notice to the defaulting party requiring compliance within 24 hours after receipt of notice. If the party receiving the notice fails to comply within the 24 hours, the non-defaulting party may terminate this Agreement without further notice.
- 15. **CONDITIONS SATISFIED/WAIVED IN WRITING.** Each condition or contingency, covenant, approval or disapproval will be satisfied according to its terms or waived by written notice delivered to the other party or his or her Broker.
- 16. **ENTIRE AGREEMENT/ASSIGNMENT PROHIBITED.** This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth. This Agreement may be modified only in writing signed and dated by both parties. Both parties acknowledge that they have not relied on any statements of the real

Buyer            and Seller            have read this page.

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Property Address \_\_\_\_\_

estate Agent or Broker which are not expressed in this Agreement. Buyer may not assign any right under this agreement without the prior written consent of Seller. Any assignment will be void and unenforceable.

17. ADDITIONAL TERMS AND CONDITIONS

- 1. This offer is subject to approval by the District Court having jurisdiction over the disposition of the Uhalde estate.
- 2. Buyer shall have 60 days in which to complete due diligence studies which shall include but not be limited to feasibility studies, market analysis, county development approval requirements, environmental conditions, and all soil, engineering, utility, and other improvement conditions and costs. Buyer shall remove this contingency in writing and place additional deposit of \$20,000 in escrow upon satisfactory conclusion of due diligence. Deposits totaling \$25,000 shall become nonrefundable at this time. If due diligence is not satisfactory, Buyer shall receive original deposit back and escrow cancel.

18. ADDENDA. The following addenda are attached and made a part of this Agreement:

- Form 101-LA.11, ADDENDUM TO LAND PURCHASE AGREEMENT (Subordination, Partial Reconveyances)
- Form 110.61, HAZARDOUS MATERIALS DISCLOSURE
- OTHER: disclosures and agency information

Both parties acknowledge that they have not relied on any statements of the real estate Agent or Broker which are not expressed in this Agreement.

**LIMITATION OF AGENCY:** A real estate broker or agent is qualified to advise on real estate. If you have any questions concerning the legal sufficiency, legal effect, insurance, or tax consequences of this document or the related transactions, consult with your attorney, accountant, or insurance broker.

The undersigned Buyer acknowledges that he or she has thoroughly read and approved each of the provisions contained herein and agrees to purchase the property for the price and on the terms and conditions specified. Buyer acknowledges receipt of a copy of this Offer.

Buyer *Greg Painter* Date April 23, 01 Time 1:22 PM  
 \_\_\_\_\_  
 Greg Painter

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
 \_\_\_\_\_  
 Holly Painter

**ACCEPTANCE**

Seller accepts the above Offer and agrees to sell the property for the price and on the terms and conditions specified.

**NOTICE:** The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between the Seller and Broker.

19. COMMISSION. Seller agrees to pay in cash the following real estate commission for services rendered, which commission Seller hereby irrevocably assigns to Broker(s) from escrow:

3 % of the accepted price, or \$ \_\_\_\_\_, to the listing Broker: Century 21 Clark Properties, and  
3 % of the accepted price, or \$ \_\_\_\_\_, to the selling Broker: Century 21 Clark Properties  
 without regard to the agency relationship. Escrow instructions with respect to commissions may not be amended or revoked without the written consent of the Broker(s).

If Seller receives liquidated or other damages upon default by Buyer, Seller agrees to pay Broker(s) the lesser of the amount provided for above or one half of the damages after deducting any costs of collection including reasonable attorney fees.

Commission will also be payable upon any default by Seller, or the mutual rescission by Buyer and Seller without the written consent of the Broker(s), which prevents completion of the purchase. This Agreement will not limit the rights of Broker and Seller provided for in any existing listing agreement.

In any action for commission the prevailing party will be entitled to reasonable attorney fees, whether or not the action is brought to trial or final judgment.

Seller acknowledges receipt of a copy of this Agreement. Authorization is hereby given the Broker(s) in this transaction to deliver a signed copy to Buyer and to disclose the terms of sale to members of a Multiple Listing Service, Board or Association of REALTORS® at close of escrow.

20. IF CHECKED  ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER DATED: \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature)

Seller \_\_\_\_\_  
 \_\_\_\_\_  
 (Please Print Name)

Seller \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature)

Seller \_\_\_\_\_  
 \_\_\_\_\_  
 (Please Print Name)

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Rev. by _____
Date _____



Property Address APN 23-200-05

In the event any party to the real estate transaction is also represented by another licensee who is affiliated with the same Company, the Broker may assign a licensee to act for each party, respectively. As set forth within the *Duties Owed* form, no confidential information will be disclosed. This is  is not  such a transaction.

I/We confirm the duties of a real estate licensee of which has been presented and explained to me / us.  
My/Our representative's relationship is:

Century 21 clark Properties is the AGENT of  
 Seller/Landlord Exclusively(2)  Buyer/Tenant Exclusively(3)  
 Both Buyer/Tenant & Seller/Landlord(1)

Century 21 Clark properties is the AGENT of  
 Buyer/Tenant Exclusively (3)  Seller/Landlord Exclusively (2)  
 Both Buyer/Tenant & Seller/Landlord(1)

- (1) IF LICENSEE IS ACTING FOR MORE THAN ONE PARTY IN THIS TRANSACTION, you will be provided a Consent to Act form for your review, consideration and approval or rejection. A licensee can legally represent both the Seller/Landlord and Buyer/Tenant in a transaction, but ONLY with the knowledge and written consent of BOTH the Seller/Landlord and Buyer/Tenant.
- (2) A licensee who is acting for the Seller/Landlord exclusively, is not representing the Buyer/Tenant and has no duty to advocate or negotiate for the Buyer/Tenant.
- (3) A licensee who is acting for the Buyer/Tenant exclusively, is not representing the Seller/Landlord and has no duty to advocate or negotiate for the Seller/Landlord.

Century 21 Clark Properties  
Seller's / Landlord's Company  
by [Signature]  
Licensed Real Estate Agent

March 30, 01  
Date Time

Century 21 Clark Properties  
Buyer's/Tenant's Company  
by [Signature]  
Licensed Real Estate Agent

March 30, 01  
Date Time

Seller/Landlord

Date

Time

Buyer/Tenant

Date

Time

Seller/Landlord

Date

Time

Buyer/Tenant

Date

Time

**CONSENT TO ACT**

*This form does not constitute a contract for services.*

**LICENSEE ACTING FOR MORE THAN ONE PARTY IN A REAL ESTATE TRANSACTION**

In Nevada, a real estate licensee can (1) act for only one party to a real estate transaction, (2) act for more than one party to a real estate transaction with written consent of each party, or (3) if licensed as a broker, assign different licensees affiliated with the broker's company to separate parties to a real estate transaction.

LICENSEE. The licensee in the real estate transaction is Patricia D. Clark ("Licensee") whose license number is 12006 and who is affiliated with Century 21 Clark properties ("Company").

LIMITATIONS AND CONFLICT OF INTEREST.  Seller  Buyer understand that the licensee  is presently acting for  may, in the future, elect to act for two or more parties in this transaction. When acting for more than one party in the transaction, a limitation of the licensee's level of representation to all parties is created because the parties have adverse interests. In acting for these parties the licensee has a conflict of interest. The licensee cannot represent the interests of one party to the exclusion of detriment of the interest of the other party.

DISCLOSURE OF CONFIDENTIAL INFORMATION. Licensee will not disclose any confidential information for 1 year after the revocation or termination of any brokerage agreement entered into with a party to this transaction, unless Licensee is required to do so by a court of competent jurisdiction or is given written permission to do so by that party. Confidential information includes, but is not limited to, the client's motivation to purchase, trade or sell, which if disclosed, could harm one party's bargaining position or benefit the other.

DUTIES OF LICENSEE. Licensee shall provide you a "Duties Owed by a Nevada Real Estate Licensee" Disclosure form which lists and explains the duties owed to all parties of a real estate transaction. When representing both parties, the Licensee owes the same duties to both seller and buyer. Licensee shall disclose to both Seller and Buyer all known latent defects in the property, any matter that must be disclosed by law, and any information that the licensee believes may be material or might affect Seller's or Buyer's decisions with the respect to this transaction. The licensee shall not disclose: (1) To Buyer, price or terms the seller will accept, other than the listed price or terms, without the express written permission of the seller and/or (2) To Seller, information about price or terms Buyer will offer other than Buyer's written offer.

**CONFIRMATION OF DISCLOSURE**

I/We acknowledge receipt of this disclosure and the list of licensee duties. By signature I/We confirm my/our understanding of the information provided herein.

Buyer/Tenant Greg Painter Date \_\_\_\_\_ Time 2:54 am/pm  
Seller/Landlord Holly Painter Date March 30, 01 Time \_\_\_\_\_ am/pm

NO REQUIREMENT OF CONSENT. You, as a party to this Transaction, are not required to consent to Licensee acting on your behalf. You may reject this consent and obtain your own agent to act on your behalf.

CONSENT AND UNDERSTANDING. You, as a party to this Transaction, are giving your consent without coercion and understand the terms of this consent.

**CONFIRMATION OF INFORMED CONSENT**

By signature, I/We consent to the Licensee acting for more than one party in this real estate transaction.

DESCRIPTION OF TRANSACTION: The real estate transaction is the

sale and purchase  lease  management of

APN 23-200-05 ("Property").  
Licensee Patricia D. Clark Date 3-30-01 Time \_\_\_\_\_ am/pm  
Buyer/Tenant Greg Painter Date 3-30-01 Time 2:54 am/pm  
Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ am/pm

# NOTICE REGARDING HAZARDOUS MATERIALS

This is in reference to the Agreement dated March 30, 2001 between  
The Uhalde Family Trust and Greg and Holly Painter  
concerning the property commonly known as APN 23-200-05

Various materials utilized in the construction of improvements to property may contain materials that have been or may in the future be determined to be toxic, hazardous, or undesirable. These materials may need to be specially handled or removed from the property. For example, some electrical transformers and other electrical components can contain PCBs. Asbestos has been used in a wide variety of building components such as fire-proofing, air duct insulation, acoustical tiles, spray-on acoustical materials, linoleum, floor tiles, and plaster. Due to current or prior uses, the property or improvements may contain materials such as metals, minerals, chemicals, hydrocarbons, biological or radioactive materials, and other substances which are considered, or in the future may be determined to be, toxic wastes, hazardous materials, or undesirable substances. Such substances may be in above-ground and below-ground containers on the property or may be present on or in soils, water, building components, or other portions of the property in areas that may not be accessible or noticeable.

Current and future federal, state, and local laws and regulations may require the clean-up of such toxic, hazardous, or undesirable materials at the expense of those persons who in the past, present, or future have had any interest in property including, but not limited to, current, past and future owners and users of the property. The parties are advised to consult with independent legal counsel of their choice to determine the potential liability with respect to toxic, hazardous, or undesirable materials. The parties should also consult with such legal counsel to determine what provisions regarding toxic, hazardous, or undesirable materials they may wish to include in purchase and sale agreements, leases, options, and other legal documentation related to transactions they contemplate entering into with respect to the property.

The real estate salespersons and brokers in this transaction have no expertise with respect to toxic wastes, hazardous materials, or undesirable substances. Proper inspections of the property by qualified experts are an absolute necessity to determine whether or not there are any current or potential toxic wastes, hazardous materials, or undesirable substances in or on the property. The real estate salespersons and brokers in this transaction have not made, nor will make, any representations, either expressed or implied, regarding the existence or nonexistence of toxic wastes, hazardous materials, or undesirable substances in or on the property. Problems involving toxic wastes, hazardous materials, or undesirable substances can be extremely costly to correct. It is the responsibility of the parties to retain qualified experts to deal with the detection and correction of such matters.

For further information, and a list of appropriate federal and state agencies, read the booklet "A Homeowner's Guide to Environmental Hazards and Earthquake Safety."

Buyers acknowledge that they have read and understand this notice and have received a copy on the date indicated below.

Buyer/Lessee Greg Painter Date March 30, 2001  
Buyer/Lessee Holly Painter Date \_\_\_\_\_

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# STANDARD DISCLOSURES AND DISCLAIMERS - NEVADA

It is recommended that the parties read and sign this disclosure statement contemporaneously with the execution and delivery of the statutory agency disclosure form. It is important that the parties review these disclosures before entering into a binding purchase agreement.

Property Address \_\_\_\_\_

APN 23-200-05

1. **ALTERNATIVE DISPUTE RESOLUTION (ADR).** In an attempt to avoid costly and time-consuming litigation, most courts encourage the parties to a dispute to attempt to resolve their differences without litigation either by mediation, binding arbitration, or both. Most standard real estate contracts give the parties the option to agree to some form of ADR.
  - (a) **Mediation:** If mediation is selected, the parties must, before filing litigation, submit their dispute to a neutral third party who helps the parties resolve the conflict by their mutual agreement. Mediation is a private, cooperative, and confidential process in which the parties retain control of the proceedings. Many mediators can skillfully facilitate negotiations, by pointing out weaknesses in the arguments, improving communications, and helping the parties find creative solutions to settle the dispute that may not have occurred to either party. Special courses train mediators in this work, and they often can create a climate free from acrimony. The cost of a mediator, which is usually shared equally between the parties, can vary greatly depending upon the experience of the mediator and the time involved. The result of a successful mediation hearing is a written settlement agreement that is legally enforceable. If agreement is not reached, either party may proceed with arbitration, if also elected, or litigation.
  - (b) **Binding Arbitration:** If the arbitration clause is initialed, any dispute arising out of the agreement must, with few exceptions, be submitted to and decided by a neutral arbitrator selected by the parties or their attorneys. The arbitrator's decision is final and cannot be challenged except where the arbitrator exceeds his or her authority. Under most arbitration provisions there is no recourse for mistakes by the arbitrator in applying the law or interpreting the facts. To avoid inadvertent mistakes, some arbitration clauses require the arbitrator to render a "Tentative Decision" prior to the final award. If the arbitration clause permits, each of the parties, with the consent of the arbitrator, has the right to take depositions, demand inspection of documents, and engage in other discovery before the arbitration hearing. Although attorneys usually represent the parties, the hearing is less formal than a court proceeding. Rules of evidence are not strictly applied, and sometimes affidavits and depositions are permitted in lieu of live testimony. The cost of arbitration can vary from a few hundred dollars to several thousand dollars. The arbitrator can normally assess costs, including attorney fees, in his or her discretion. By selecting binding arbitration, a party gives up his or her constitutional right to a jury trial and the right of appeal. If the credibility of a witness becomes significant, the arbitrator will assume this important jury function. These disadvantages should be weighed against the advantage of an expedient and relatively inexpensive resolution of disputes that binding arbitration affords.

While the real estate agents can help explain the meaning of alternative dispute resolution choices given in the purchase agreement, they do not make recommendations. This is a matter for the Buyer and Seller to decide.
2. **BOUNDARY LINES, SIZE, AND SCHOOL DISTRICTS.** Any representations regarding property size, building size, or location of boundary lines may not be accurate. Apparent boundary line indicators such as fences, hedges, walls, or other barriers may not represent the true boundary lines. Neither the Seller nor the agents make any representations regarding boundary location or the size of the parcel. If the Buyer has any questions in this regard, he or she should obtain a survey. Only a surveyor can render a valid opinion as to the actual boundary lines. It is also important that Buyer contact the appropriate school district to verify the district in which the property is located (attendance area) and the schools his or her children will attend.
3. **COMMON INTEREST COMMUNITIES.** In condominiums, planned unit developments, and other projects having common areas, it is important that the Buyer satisfy himself or herself as to the adequacy of the reserves for replacements and the effect, if any, of contemplated or pending litigation brought by or against the homeowners' association. Unanticipated assessments by associations against members for repairs or to finance litigation are a frequent source of controversy. Real estate agents do not investigate or verify these matters. Carefully read the Common Interest Community Information Statement required to be delivered to you and under NRS 116.41095. Buyers should understand that the Homeowners' Association has broad discretion in what constitutes satisfactory repair and maintenance of the common area.
4. **CONDITION OF THE PROPERTY.** The Buyer is advised not to rely upon any representations by either agent or Seller with respect to the condition of the property that are not contained in the purchase agreement or in the disclosure statements. The real property, fixtures, and personal property included in the sale may not be new and have been subject to normal wear and tear. The obligations of the Seller under maintenance provisions of the purchase agreement are not intended to create a warranty with respect to the condition of the property to be maintained, or to create an obligation upon the part of the Seller to repair any item that may fail after delivery of possession.

Buyer should have a termite, roof, contractor's (or home inspection service) and, if applicable, a pool/spa inspection and any other inspections which the Buyer desires by qualified experts. Each of these is a separate area of expertise, and one of these inspections is not a substitute for any of the others. There are no implied warranties in the sale of pre-owned real or personal property. The Buyer has the burden of conducting reasonable inspections of the house in addition to the Seller's disclosures. The Buyer is required under law to exercise the inspection contingency in good faith.
5. **COVENANTS, CONDITIONS, AND RESTRICTIONS.** The Buyer should carefully review any CC&Rs (sometimes referred to as a "Declaration") and other documents and exceptions that affect the property. These documents contain provisions which regulate the use and enjoyment of property and sometimes impose assessments for maintenance of common areas. Copies of the Declaration and other documents referred to in the Preliminary Title Report are normally provided by the title company. Please read them.
6. **FAIR HOUSING.** Buyer and Seller understand that state and federal law prohibits discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, religion, color, sex, familial status, sexual preference, physical handicap, or national origin.

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- 7. **HAZARDOUS MATERIALS.** The agent in this transaction has no expertise regarding toxic wastes, hazardous materials, or undesirable substances. No representations, either express or implied, have been or will be made with respect to the existence or nonexistence of such materials on the property. A Buyer who is concerned about the presence of such materials should have the property inspected by qualified experts.
- 8. **LIQUIDATED DAMAGES.** Most preprinted contract forms contain a provision for the Buyer and Seller to agree, in advance, as to the amount of damages the Seller will suffer if the Buyer breaches the contract. This is usually the amount of the initial deposit, plus any increase in the deposit, provided that the amount does not exceed 3% of the purchase price. The provision should be separately initialed by both parties. Any increase in the deposit should also be separately signed or initialed as a liquidated damage provision. In case of a dispute, mutual cancellation instructions are necessary to release these funds from escrow or trust accounts. It is often necessary for litigation or arbitration to be initialed in order to obtain a determination whether a breach has occurred. Neither the escrow holder nor the real estate agents can make this determination.
- 9. **NOISE AND ODOR.** The concept of acceptable noise levels is highly subjective. The Buyer should make his or her own independent assessment of noise from highways or other sources, and not rely upon the personal opinion of the Seller or agents. Homes that have had pets can have undesirable odors. Pet urine contamination can remain dormant for long periods and then become offensive because of humidity or other factors. Carpet cleaning often is not a permanent solution. The Buyer should consider inspection by a qualified expert if contamination of any kind from household pets is suspected.
- 10. **PRIVATE ROADS.** If the property shares a common driveway or abuts a private road shared with other property, the Buyer should inquire as to the existence of any road maintenance agreement. Absent any such agreement, the law usually provides that the owners will share the cost of maintaining the roadway proportionately to the use made of the easement by each owner.
- 11. **SEPTIC SYSTEMS.** If the property has a septic system, it is important that the Buyer obtain a thorough inspection by a licensed professional. Guidelines for septic system evaluation include a hydraulic test of the system, an evaluation of the septic tank both before and after pumping, and a visual observation of the leach field which should be conducted before, during, and after the hydraulic test of the system.
- 12. **SOILS CONDITIONS.** Neither the Seller nor the agents make any representation regarding the susceptibility of the property to damage from earthquake, earth movement, or other geologic hazards. Nevada has a wide range of geologic stability characteristics. Planning departments can supply information regarding the specific property. If Buyer has any concerns regarding soils, drainage, or flooding conditions, he or she should obtain a report from a qualified soils or drainage expert. A contractor's inspection does not normally include a qualified evaluation of soils conditions.
- 13. **STORAGE TANKS.** Permits are required for tanks storing flammable or combustible liquids whether or not they are in use. For those tanks presently in use, or intended for future use, an operational permit must be obtained. Buyer is advised to consult with city or county authorities when storage tanks are present on the property to determine local requirements.
- 14. **USE AND DESIGN RESTRICTIONS.** Local governments impose restrictions on the use of the property and improvements or modifications. If the Buyer contemplates any change of use or construction, he or she should verify with the local planning and building department whether the proposed change is permissible. It is also recommended that the Buyer verify the legality of any "in law" or "granny" unit on the property. Homeowners often make changes without permits and in violation of building codes and local regulations. Brokers do not investigate the status of permits, zoning, or code compliance and the parties are to satisfy themselves concerning these issues.
- 15. **VESTED TITLE.** Title is commonly taken as joint tenants, tenants in common, as community property, or as separate property. The manner of taking title can have significant legal and tax consequences. The Buyer should obtain advice from his or her legal or tax counsel regarding this matter and instruct the title company accordingly.
- 16. **WATER SHORTAGE AND PLUMBING FIXTURE REQUIREMENTS.** Water districts that face potential water shortages may impose mandatory cutbacks and increased charges for water service. Some districts require, or may require in the future, installation of water efficient plumbing fixtures upon remodeling, adding bathrooms, or increasing the floor space of an existing structure. The Buyer is advised to obtain and review specific information from the water district serving the property, and its impact on Buyer's enjoyment and use of the property.
- 17. **WITHHOLDING.** If the Seller is a foreign person under the Foreign Investment and Real Property Tax Act (I.R.C. 1445), a Buyer is required to withhold 10% of the purchase price and to deposit that amount with the Internal Revenue Service upon close of escrow unless the transaction is exempt. The parties will be required to provide appropriate documentation during the course of the escrow. A real estate Broker is not qualified to give advice on withholding requirements. The Buyer should inquire of the taxing authorities as to his or her responsibilities in this regard.

**LIMITATION OF AGENCY:** Real estate brokers and agents are not qualified to give legal, tax, accounting, or insurance advice. For these questions, you should consult with your attorney, accountant, or insurance broker. In addition, real estate brokers and agents do not guarantee the condition of the property, or verify representations made by the parties or their inspectors.

**THE UNDERSIGNED HAVE READ AND RECEIVED A COPY OF BOTH PAGES OF THIS DISCLOSURE AND DISCLAIMER.**

(circle one) Seller  Buyer \_\_\_\_\_  
*Greg Painter*  
 Greg Painter

Date March 30, 2001

(circle one) Seller  Buyer \_\_\_\_\_  
*Holly Painter*  
 Holly Painter

Date March 30, 2001

Initials [GP] [\_\_\_\_\_] \_\_\_\_\_



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In Nevada, a real estate licensee can (1) act for only one party to a real estate transaction, (2) act for more than one party to a real estate transaction with written consent of each party, or (3) if licensed as a broker, assign different licensees affiliated with the broker's company to separate parties to a real estate transaction. A licensee, acting as an agent, must act in one of these capacities in every real estate transaction. If this form is used for a lease, the term Seller shall mean Landlord/Lessor and the term Buyer shall mean Tenant/Lessee.

LICENSEE. The licensee in the real estate transaction is Patricia D Clark ("Licensee") whose license number is 12006. The Licensee is acting for Uhalde Trust and Greg and Holly Painter.  
 BROKER. The broker in the real estate transaction is Patricia D. Clark ("Broker"), whose company is Century 21 Clark Propertiesq ("Company").

**A NEVADA REAL ESTATE LICENSEE IN A REAL ESTATE TRANSACTION SHALL:**

1. Disclose to each party to the real estate transaction as soon as is practicable:
  - a. Any material and relevant facts, data or information which Licensee knows, or which by the exercise of reasonable care and diligence licensee should have known, relating to the property which is the subject of the real estate transaction.
  - b. Each source from which Licensee will receive compensation as a result of the transaction.
  - c. That Licensee is a principal to the transaction or has an interest in a principal to the transaction.
  - d. Any changes in Licensee's relationship to a party to the real estate transaction.
2. Disclose, if applicable, that Licensee is acting for more than one party to the transaction. Upon making such a disclosure the Licensee must obtain the written consent of each party to the transaction for whom Licensee is acting before Licensee may continue to act in Licensee's capacity as an agent.
3. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
4. Provide this form to each party to the real estate transaction.
5. Not disclose, except to the Broker, confidential information relating to a client.
6. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and to carry out Licensee's duties pursuant to the terms of the brokerage agreement.
7. Not disclose confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless Licensee is required to do so by order of the court. Confidential information includes, but is not limited to the client's motivation to purchase, sell or trade and other information of a personal nature.
8. Promote the interest of his client by:
  - a. Seeking a sale, lease or property at the price and terms stated in the brokerage agreement or at a price acceptable to the client.
  - b. Presenting all offers made to or by the client as soon as is practicable.
  - c. Disclosing material facts of which the licensee has knowledge concerning the transaction.
  - d. Advising the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee.
  - e. Accounting for all money and property Licensee receives (in which the client may have an interest) as soon as is practicable.
9. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
10. Abide by all duties, responsibilities and obligations required of Licensee in chapters 119, 119A, 119B, 645, 645A, and 645C of the NRS.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.

Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time
			<u>Greg Painter</u>	<u>March 30, 01</u>	<u>2:54 PM</u>
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time
			<u>Holly Painter</u>	<u>March 30, 01</u>	





# BUYER DISCLOSURE STATEMENT

THIS BUYER DISCLOSURE STATEMENT is provided to OREY and Holly Painter ("Buyer") by CENTURY 21 CLARK PROPERTIES including Gate Clark (the "Buyer's Agent") in connection with Buyer's offer to purchase real property located at APN 23-201-055 ("Property").

- 1. RECOMMENDED SERVICES.** CENTURY 21 CLARK PROPERTIES, and its sales associates, including the Buyer's Agent, are trained in the marketing of real estate. They are not trained or licensed to provide the Buyer with professional advice regarding the physical condition of any property or regarding legal or tax matters. Accordingly, neither CENTURY 21 CLARK PROPERTIES, nor its sales associates, including the Buyer's Agent, will make any representations or warranties regarding the physical or legal condition of any property selected by the Buyer. CENTURY 21 CLARK PROPERTIES strongly recommends that Buyer consult his/her own design or land use professional, zoning expert, contractor, home inspector, surveyor, title insurer, termite control expert, attorney, tax specialist, estate planner, CPA, accountant, and other professionals regarding the size (including acreage and square footage), legal, mechanical, or physical condition of the Property and any other aspects of this transaction.
- 2. BUILDING CODE/ZONING COMPLIANCE.** Buyer acknowledges that CENTURY 21 CLARK PROPERTIES, including the Buyer's Agent, should not be relied upon for any determination as to any past or present building or zoning violations.
- 3. SURVEYING AND STAKING.** Buyer is advised that without an accurate survey of the property, buyer cannot be certain as to the exact boundaries of the Property, or that any improvements on the Property are not encroaching upon adjoining parcels of property, or that improvements located on adjoining parcels or property do not encroach on the Property. Buyer acknowledges that CENTURY 21 CLARK PROPERTIES, including the Buyer's Agent, should not be relied upon for any determination as to the boundaries of the Property or of any encroachments within the Property or upon adjoining parcels of property.
- 4. REAL ESTATE MORTGAGE FINANCING.** CENTURY 21 CLARK PROPERTIES endorses WELLS FARGO HOME MORTGAGE to facilitate a smooth, convenient and efficient mortgage financing process. While CENTURY 21 CLARK PROPERTIES recommends using this lender, there is no obligation. Other lending companies are available. WELLS FARGO HOME MORTGAGE fees for loan origination, underwriting and other applicable charges are disclosed in writing. Please ask your loan officer for a Good Faith Estimate. Buyer may or may not be able to obtain similar mortgage financing products and services at a lower rate by shopping with other providers.
- 5. SQUARE FOOTAGE/ACREAGE.** Buyers are advised to satisfy themselves and/or consult with appropriate professionals regarding the square footage, room dimensions, lot size, and age of property improvements. Any numerical statements by CENTURY 21 CLARK PROPERTIES, including the Buyer's Agent, regarding these items ARE APPROXIMATIONS ONLY AND SHOULD NOT BE RELIED UPON.
- 6. SEWER SYSTEM.** Buyer is advised to consult with appropriate professionals regarding sewer and septic systems and components. The Property may not be connected to a public sewer, and applicable fees may not have been paid. Septic tanks may need to be pumped. Leach fields may need to be inspected.
- 7. WATER & UTILITY AVAILABILITY.** Buyer is advised to consult with appropriate professionals regarding the source and availability of water and other utility services, any applicable use restrictions, and ownership of water rights and water system. The Property may not be connected to a public water system. A well and well system may require inspection.

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BUYER INITIAL



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8. **GEOLOGIC CONDITIONS.** Buyer acknowledges that CENTURY 21 CLARK PROPERTIES, including the Buyer's Agent, should not be relied upon for any determination as to the geologic conditions of the Property, including soil & terrain stability, drainage and seismic activity.
9. **PEST CONTROL/TERMITE INSPECTION.** Buyer is advised that without a Pest Control/Termite Inspection, Buyer cannot be certain as to the existence of any pest or termite problems on the Property. Buyer acknowledges that CENTURY 21 CLARK PROPERTIES including the Buyer's Agent should not be relied upon for any determination as to the existence of any pest or termite problems associated with the Property. A termite inspection is recommended.
10. **FEDERAL FAIR HOUSING COMPLIANCE.** Buyer is advised to consult with appropriate professionals regarding neighborhood or property conditions including, but not limited to: school; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards or circumstances. All properties will be shown without regard to race, color, religion, sex, national origin, handicap or family status and any other current requirements of federal fair housing laws.
11. **REGULATORY COMPLIANCE FEE.** Buyer acknowledges and agrees to pay CENTURY 21 CLARK PROPERTIES a "Regulatory Compliance Fee" of \$175 through escrow at the closing.

**RECEIPT AND ACKNOWLEDGMENT OF BUYER**

I have carefully reviewed this Buyer Disclosure Statement. I understand my right and the recommendation of CENTURY 21 CLARK PROPERTIES to consult with the various experts and professionals listed above, prior to or as part of an offer to purchase the Property. I FURTHER UNDERSTAND THAT I HAVE THE RIGHT TO INCLUDE ANY OR ALL OF THE ABOVE INSPECTIONS AS A CONDITION OF MY OFFER TO PURCHASE THE PROPERTY. THE BUYER IS ADVISED TO EXERCISE THIS RIGHT. IF THE BUYER FAILS TO DO SO, THE BUYER IS ACTING CONTRARY TO THE ADVICE OF THE COMPANY.

*Greg Smith*  
 \_\_\_\_\_  
 Buyer  
 \_\_\_\_\_  
 Buyer  
*Betty Clark*  
 \_\_\_\_\_  
 Buyer's Agent

*3/30/01*  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Date  
*3-30-01*  
 \_\_\_\_\_  
 Date

GREG PAINTER CONSTRUCTION  
POST OFFICE BOX 37  
GENOA, NEVADA 89411  
(775) 782-3999  
NEVADA LICENSE #0023912

WELLS FARGO BANK NEVADA, N.A.  
1542 Highway 395  
Gardnerville, Nev. 89410  
94-7074/32

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3/30/01

PAY TO THE  
ORDER OF

Western Title  
Five Thousand and no/100

\$ 5,000<sup>00</sup>

DOLLARS

MEMO

Greg Painter

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK. HOLD AT AN ANGLE TO VIEW.

⑈0000001196⑈ ⑆321270742⑆0100070452⑈

GREG PAINTER CONSTRUCTION • Genoa, Nevada 89411

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SOOR

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COPY

**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: June 14, 2001

ALAN GLOVER, City Clerk and Clerk of the First Judicial District Court and the State of Nevada, in and for Carson City

By E. Schultz Deputy

SEAL

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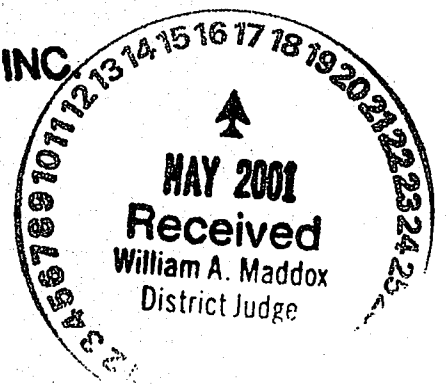
REQUESTED BY:  
**WESTERN TITLE COMPANY, INC**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 SEP 25 PM 12: 50

LINDA SLATER  
RECORDER

\$52<sup>50</sup> PAID K2 DEPUTY



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