

OFFICIAL RECORD

Requested By:

TIA ELGES

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00  
BK-0605 PG-12616 RPTT: 0.00



✓ Please return to:

Worsten Title Co

ATTN: TIA ELGES

1626 Hwy 39S

Minden, NV 89423

APN: 1320-05-001-015

OPTION TO PURCHASE AGREEMENT

SEE EXHIBIT "A" LEGAL DESCRIPTION

COPY

Apn 1320-05-001-015

**OPTION TO PURCHASE AGREEMENT**

This Option to Purchase Agreement is entered into by Sandy Mailliard (Owner), of Greenville, CA and John Schwartz (Optionee) of Gardnerville, Nevada and is dated June 10, 2005.

Owner is the owner of an undeveloped parcel of real estate located at 1163 Annie Court, Minden, Nevada (the Property) and Owner desires to offer Optionee the option of purchasing the Property and Optionee desires to purchase from Owner the option of purchasing said Property.

The parties agree as follows:

1. Optionee will pay to Owner, within three days of the date of this Agreement, the sum of \$25,000.
2. Owner agrees to offer Optionee the option of purchasing the Property for a Purchase Price as determined below. Said option shall be exclusive and shall expire twelve months from the date of this Agreement.
3. The Purchase Price shall be \$130,000.00 plus \$32.50 for each day past the date of this Agreement.
4. Optionee shall give a minimum of 14 days Notice to Owner of his intent to exercise this option; said notice will specify an Exercise Date. Upon the giving of timely notice and making the payment of the full Purchase Price, Owner shall be obligated to sell the Property to Optionee and upon full payment Owner shall, at Optionee's expense, by good and sufficient Deed, convey the Property to Optionee free and clear of any liens, encumbrances or defects, other than taxes and assessments remaining for the current year and will convey and transfer all of Owner's right, title, and interest in the Property. All documentation needed for such conveyance and transfer, including the Deed, shall be provided by Optionee, at his expense.
5. Both parties agree to prorate all current year taxes on the Property.
6. If Optionee fails to exercise this Option to Purchase in strict accord with the terms and conditions herein or within the time provided herein, the full consideration paid to Owner shall be retained by Owner and neither party shall have any further rights or claims against the other by reason of this Option to Purchase.
7. Neither party has dealt with any Broker concerning this Option to Purchase and neither party shall be liable for any Broker's fees due pursuant to this Agreement.
8. In the event of any dispute, claim, or action arising out of or relating to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and



costs as well as all other available legal remedies. The venue for resolution of any such dispute, claim or action shall be Santa Rosa, California, and both parties waive any rights they may have to any other venue or jurisdiction. This agreement shall be governed by California law.

9. Optionee may assign and convey his interest in this Agreement. No assignment shall be valid until written notice thereof has been given to Owner.

Sandy Mailliard  
Owner Sandy Mailliard

[Signature]  
Optionee John Senwoet

See legal description on attached exhibit A

**LISA M. SIMMS**  
NOTARY PUBLIC  
Douglas County  
My Appointment No: 03-84395-5  
My Commission Expires September 22, 2007

[Signature] 6/23/2005



**EXHIBIT "A"**

Lot 8 in Block A, as set forth on the Official Plat of NORTH VALLEY INDUSTRIAL PARK, PHASE 1, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on April 30, 1990, in Book 490, Page 4025, as Document No. 224892.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

A. P. No. 1320-05-001-015

