

970-

1418\_10\_501\_004  
1418\_10\_501-005

Assessor's Parcel Number: \_\_\_\_\_

Recording Requested By:

✓ Name: Thomas J. Hall, Esq.

Address: Post Office Box 3948

City/State/Zip Reno, NV 89505

Real Property Transfer Tax: \_\_\_\_\_

DOC # 0687349  
10/26/2006 09:36 AM Deputy: PK  
OFFICIAL RECORD  
Requested By:  
THOMAS J HALL

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 7 Fee: 20.00  
BK-1006 PG- 9780 RPT: 0.00



Option Agreement

\_\_\_\_\_  
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

C:\bc docs\Cover page for recording

## OPTION AGREEMENT

THIS INDENTURE is made this 29 day of September, 2006, between The Glenbrook Club, a Nevada non-profit corporation, as "Seller", and Andrew Maute Spieker and Gail S. Spieker, husband and wife, Post Office Box 61, Glenbrook, Nevada, as "Buyers".

WHEREAS, the Seller is seized in fee simple of a parcel of land located in Town of Glenbrook, County of Douglas, State of Nevada, described in that certain Grant, Bargain and Sale Deed recorded on October 21, 1998, in Book 1098, at Page 4089, as Document 452179, Official Records, APN 1418-10-510-001 and as shown on that Record of Survey Supporting a Boundary Line Adjustment for Match Point Properties, LLC, a portion of which is set forth in Exhibit A, attached hereto and incorporated herein (hereinafter the "Option Parcel").

WHEREAS, the Buyers are seized in fee simple of another parcel of land adjoining the Grantor's land on Pray Meadow Road, Town of Glenbrook, County of Douglas, State of Nevada, described in Exhibit B attached hereto and incorporated herein, APN 1418-10-501-004 and APN 1418-10-501-005, (hereinafter the "Adjoining Parcels");

WHEREAS, Seller has granted to Buyers a Perpetual Exclusive Easement over the Option Parcel; and

WHEREAS, the Buyers have agreed in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to grant an Option for the benefit of Buyers, as owners of the Adjoining Parcels.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00), paid by the Buyers, the receipt of which is hereby acknowledged by the Seller, the Seller hereby gives and grants to the Buyers the exclusive option, right and privilege of purchasing the Option Parcel.

ALL THAT TRACT OR PARCEL OF LAND and improvements thereon, situate in the Town of Glenbrook, County of Douglas, State of Nevada, described in Exhibit A, attached hereto and incorporated herein, for the sum of Ten Dollars (\$10.00), payable as follows: \$1.00 upon the execution and delivery of this option as hereinbefore provided, which amount Seller agrees to apply on the purchase price.

Notice of election to purchase hereunder shall be given by the Buyers in writing by registered mail, addressed to the Seller, at anytime, on or before September 1, 2016, which said notice shall be accompanied by the payment of \$9.00 hereinbefore specified, and title shall close and the deed shall be delivered to Andrew Maute Spieker, at the address specified in the registered letter of Election to Purchase within forty-five (45) days of the mailing of said election, at such time and upon such other date as shall be mutually agreed upon by the parties hereto.

Seller shall convey said premises to Buyers in fee simple, free and clear of all liens, or other encumbrances (unless herein otherwise specified), by a good and sufficient deed of conveyance, in the usual form of a warranty deed. Said conveyance shall also be made subject to all restrictions, easements and conditions of record, if any.

Buyers are to have fee title of the premises on the day of transfer of title.

All taxes and other matters affecting the property herein referred to shall be adjusted pro rata to the day of the transfer of title.

The Seller shall sign a suitable Boundary Line Adjustment application, survey and map, and any other document or instrument reasonably or necessarily required to complete transfer of title, provided, however, that Buyers pay all costs, charges and expenses related thereto.

Seller shall convey to Buyers all appurtenant land coverage along with title to the Option Parcel.

In the event of any controversy, claim or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney fees and costs.

This instrument shall be binding on and shall inure to the benefit of the successors, heirs and assigns of Seller and Buyers.

DATED this 29 day of September, 2006.

**SELLER:**

THE GLENBROOK CLUB, INC.,  
a Nevada non-profit  
corporation

By:

Jimmy E. Howard

Its:

President

**BUYERS:**

By:

Andrew Maute Spieker  
Andrew Maute Spieker

By:

Gail S. Spieker  
Gail S. Spieker

COOPER

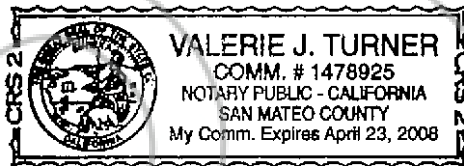


CALIFORNIA )  
STATE OF NEVADA )  
SAN MATEO ) ss.  
COUNTY OF DOUGLAS )

On October 9, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy E. Howard, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the above instrument.

WITNESS my hand and official seal.

Valerie J. Turner  
NOTARY PUBLIC

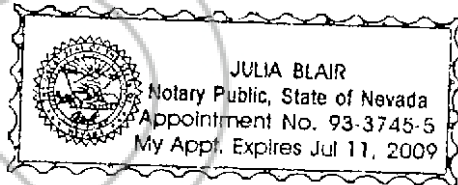


STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

On September 29, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared ANDREW MAUTE SPIEKER and GAIL S. SPIEKER, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the above instrument.

WITNESS my hand and official seal.

Julia Blair  
NOTARY PUBLIC



**EXHIBIT A**

**DESCRIPTION**  
Glenbrook Club to Spieker

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All that portion of Section 10, Township 14 North, Range 18 East, M.D.M., and being a portion of Lot F of Glenbrook Subdivision No. 3, filed for record on June 13, 1980, as Document No. 45299, more particularly described as follows:

BEGINNING at the Northerly corner of Parcel 1, as described in a Grant Deed filed for record on October 14, 2005, as Document No. 0657851;  
thence North  $56^{\circ}48'00''$  East, 35.64 feet;  
thence South  $25^{\circ}07'32''$  East, 75.75 feet;  
thence South  $56^{\circ}48'00''$  West, 25.00 feet;  
thence North  $33^{\circ}12'00''$  West, 75.00 feet to THE POINT OF BEGINNING.

Containing 2274 square feet, more or less.

The Basis of Bearing for this description is the above-referenced Grant Deed.

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

Prepared by: Turner & Associates, Inc.  
Land Surveying  
P.O. Box 5067  
Stateline, NV 89449

