

OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS  
COUNTY

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 10 Fee: 23.00  
BK-1206 PG- 6502 RPTT: 0.00



APN Stn. 1220-17-601-001

Recording Requested By:

Stewart Title of Douglas County

1663 US Highway 395 N., Ste. 101

Minden, NV 89423

060801217

OPTION TO PURCHASE REAL PROPERTY

(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.

When recorded Mail to:

McVicker  
6140 Mapperly Lane  
Cumming, Ga 30041

**OPTION TO PURCHASE REAL PROPERTY**

0608 01217

This OPTION TO PURCHASE REAL PROPERTY (this "Agreement") is made this 8th day of September, 2006 by and between GREGORY C. LYNN AND SUZANNE TOWSE, TRUSTEES OF THE 1995 GREGORY C. LYNN & SUZANNE TOWSE TRUST AGREEMENT DATED MAY 16, 1995, (hereinafter referred to as "Owner") and CHARLES I. McVICKER and PATRICIA J. McVICKER (hereinafter referred to as "Purchaser"). Owner and Purchaser shall be referred collectively to as the "Parties."

**RECITALS:**

WHEREAS, the Owner is the fee simple owner of certain real property being, lying and situated in the County of Douglas, State of Nevada, such real property referred to as Lot 24 at Rain Shadow Ranch in Douglas County (formerly known as Aloha Ranch and Kingston Corners), a subdivision that has not received a Final Subdivision Map from the County of Douglas (the Property). The legal description of said Property is attached hereto and incorporated herein as Exhibit "A";

WHEREAS, the Purchaser has agreed to finance the construction of a home that is anticipated to be built on said Property in an amount not to exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000) pursuant to a separate Promissory Note secured by a Deed of Trust entered into between the Parties;

WHEREAS, in consideration of the Purchaser providing financing for the construction of a home on said Property, Owner has offered Purchaser an Option to purchase real PROPERTY for a period of thirty (30) days following the approval of the



Final Subdivision Map for the Rain Shadow Ranch by Douglas County;

WHEREAS, said Option to purchase real PROPERTY is subject to Owner receiving approval of the Final Subdivision Map for said subdivision by Douglas County and subject to Purchaser and Owner executing a Purchase and Construction Agreement for Real Property upon terms and conditions agreed upon by the parties; and

WHEREAS, Purchaser desires to procure an option to purchase the Property upon the terms and provisions as hereinafter set forth;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING and for good and valuable consideration, and the mutual covenants and conditions contained herein, Owner and Purchaser agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

a. "Option Term" shall mean thirty (30) days following the recordation with the Douglas County Recorder, of the approved Final Subdivision Map for the Rain Shadow Ranch;

b. "Option Exercise Date" shall mean that date, within the Option Term, upon which the Purchaser shall send its written notice to Owner exercising its Option to Purchase.

2. Grant of Option to Purchase Real Property. For and in consideration of Purchaser providing for the financing for the construction of a home pursuant to the terms set forth in a Promissory Note secured by a Deed of Trust executed by the Parties, Owner does hereby grant to Purchaser an exclusive right and Option ("Option") to purchase the Property more particularly described in Exhibit A.



3. Exercise of Option. Purchaser may exercise its exclusive right to purchase the Property pursuant to the Option, at any time during the Option Term, by giving written notice thereof to Owner. As provided for above, the date of sending shall be the Option Exercise Date. In the event, the Purchaser does not exercise its exclusive right to purchase the Property granted by the Option during the Option Term, this Agreement shall become absolutely null and void and neither party hereto shall have any other liability, obligation or duty hereunder or pursuant to the Agreement.

4. Purchase Agreement for Real Property. In the event that the Purchaser exercises its exclusive Option as provided herein, Owner agrees to sell and Purchaser agrees to buy the Property and both parties agree to execute an agreement for such purchase upon terms and conditions agreed upon by the Parties. In the event the Parties fail to execute a Purchase and Construction Agreement for Real Property within thirty days of exercising the Option upon terms and conditions mutually agreeable by the parties, the Option shall be declared null and void.

5. Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and assigns of the parties.

6. Time. Time is of the essence of this Agreement. In the event that any date specified in this Agreement falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

7. Execution of Additional Documents. In addition to documents and other matters specifically referenced in this Agreement, Owner and Purchaser agree to execute

and/or deliver, or cause to be executed and/or delivered such other documents and/or materials, including additional escrow instructions carrying out the terms and conditions of this Agreement, as may be reasonably necessary to effect the transaction contemplated by this Agreement.

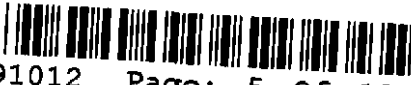
8. Notices and Other Communications. Every notice or other communication required or contemplated by this Agreement by any party shall be writing delivered either by (a) personal delivery, (b) prepaid overnight delivery service or (c) facsimile addressed to the party for whom intended at the address specified in this Section.

To Owner: GREGORY C. LYNN & SUZANNE TOWSE  
1222 Bobwire Lane  
Gardnerville, Nevada 89460  
(775)265-3251

To Purchaser: CHARLES and PATRICIA McVICKER  
6140 Mapperley Lane  
Cumming, Georgia 30041  
(770)781-3431

Notice by overnight delivery service shall be effective on the date it is officially recorded as delivered to the intended recipient. All notices delivered in person or sent by facsimile shall be deemed to have been delivered to and received by the addressees and shall be effective on the date of personal delivery or on the date sent, respectively. Notice not given in writing shall be effective only if acknowledged in writing by a duly authorized representative of the party to whom it was given. Either Purchaser or Owner may, by notice to the other given as herein stated, change its address for future notices hereunder.

9. Governing Law/Jurisdiction. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of Nevada applicable to

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agreements negotiated, executed and performed in Nevada by Nevada residents, whether one or more of the parties shall now be or hereafter become a resident of another state. Jurisdiction for any action shall reside in the Ninth Judicial District Court, for the County of Douglas in the State of Nevada.

10. Ambiguities in Agreement. Both parties have participated in the drafting of this Agreement and any ambiguities in the language of the Agreement shall not be construed against either party.

11. Facsimile Transmission of Signatures. All parties to this transaction instruct the agents and the escrow company to accept signatures forwarded herein via fax machine ("Faxed Signatures") to completed this contract and if necessary to close this escrow. The signatures are to be accepted by all as though they were the original signatures. Purchaser and Owner agree to forward the original signatures via regular U.S. Mail.

12. Counterparts. This Agreement may be executed in one or more counterparts, and each counterpart shall constitute an original instrument but all such counterparts shall only constitute one and the same instrument.

13. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between Purchaser and Owner pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. This Agreement shall survive the close of escrow and sale of the subject property and be binding upon the parties, their successors, heirs and/or assigns. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this

Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14. Captions. The captions of this Agreement do not in any way limit or amplify the terms and provisions of this Agreement.

15. Attorney's Fees. In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorney's fees.

16. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

17. Effect of Termination. No termination of this Agreement shall be construed as relieving a party from liability to any other party for breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority;

Dated: 12.14.06, 2006.

Dated: October 10, 2006.

**SELLER**

**BUYER**

By: [Signature]  
Its: TIE

By: [Signature]  
Its: Patricia J. Mercker

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**ALOHA RANCH DEVELOPMENT  
PHASE 1  
LOT 24  
LEGAL DESCRIPTION**

September 7, 2006

A parcel of land located within a portion of the southwest one-quarter of the northeast one-quarter of Section 17, Township 12 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point on the southerly line of Kingston Lane, said point being the northeast corner of Lot 24 which bears S.  $56^{\circ}30'34''$  W., 2,713.32 feet from the northeast corner of said Section 17;  
thence S.  $00^{\circ}35'43''$  W., along the easterly line of Lot 24, 162.76 feet;  
thence N.  $89^{\circ}24'17''$  W., along the southerly line of Lot 24, 159.00 feet;  
thence N.  $00^{\circ}35'43''$  E., along the easterly line of Rainshadow Way, 137.76 feet;  
thence 39.27 feet along the arc of a curve to the right having a central angle of  $90^{\circ}00'00''$  and a radius of 25.00 feet, (chord bears N.  $45^{\circ}35'43''$  E., 35.36 feet);  
thence S.  $89^{\circ}24'17''$  E., along the southerly line of Kingston Lane 134.00 feet to the POINT OF BEGINNING.

Containing 25,744 square feet more or less.

Basis of Bearing  
GPS Observation, True North

**PREPARED BY:**

Darryl M. Harris, P.L.S. # 6497  
Resource Concepts, Inc.  
P.O. Box 11796  
212 Elks Point Road, Suite 443  
Zephyr Cove, NV 89448  
(775) 588-7500

