

Doc Number: **0833348**

11/04/2013 03:39 PM

OFFICIAL RECORDS

Requested By  
TSI TITLE & ESCROW

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 6 Fee: \$ 19.00

Bk: 1113 Pg: 887



Deputy sg

Assessor's Parcel Number:

Recording Requested By:

Name: TSI Title and Escrow

Address: P.O. Box 7197

City/State/Zip Stardline, NV 89449

Real Property Transfer Tax:

\$ -0-

Right of First Refusal - Option

(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.*

## Right of First Refusal Option to Purchase

The undersigned, Trustee of the Ann G. Ward Trust and/or assigns, and as beneficiaries of the Anne G. Ward Trust, collectively hereinafter referred to as Seller, hereby acknowledges receipt of Ten Dollars (\$10.00) and other valuable consideration from Arne Hoel and Marie Hamway of Reno, Nevada, hereinafter collectively referred to as Purchaser. In consideration of such payment, Seller hereby gives and grants to purchaser the Right of First Refusal Option to Purchase for the price and on the terms and conditions hereinafter set forth, the vacant parcel of real property of Seller, situated at 117 Pray Meadow Road, City of Glenbrook, County of Douglas, State of Nevada.

1. The purchase price of the property shall be the appraised value of the vacant parcel as established by a real estate appraiser licensed in the State of Nevada. The appraisal shall be paid for by the Seller.
2. Seller shall provide written notice to the Purchaser of its intent to sell the vacant lot. Purchaser shall have ten (10) days to accept in writing Seller's offer to sell the vacant lot at the appraised value price. The sale shall be for all cash and without any financing terms. If Purchaser shall either not respond to Seller's offer or shall reject Seller's offer, Seller shall then have the right and ability to sell the parcel to any party for whatever price terms shall be acceptable to Seller.
3. If the offer is accepted by Purchaser, Seller shall convey to Purchaser good and marketable title to the property. Conveyance of title and transfer of possession to purchaser shall be executed within forty five (45) days after exercise of the option. During such period title may be examined by purchaser by any method selected.
4. Any real property or ad valorem taxes against the property for the year in which the sale is consummated, whether or not a lien, and whether or not assessed, shall be prorated between the parties as of the date of delivery of title and possession.

5. Purchaser shall purchase the property 'as is' and shall be responsible for any due diligence with regard to development, construction and/or maintenance rights. Seller makes no guarantees or warranties as to such matters.
6. The term of this Right of First Refusal Option to Purchase shall be for ten (10) years from the date of this Agreement. Upon the expiration of said ten (10) year period Purchaser shall have no further rights to exercise a Right of First Refusal to purchase the property.
7. In the event Purchaser shall not purchase the adjacent property at 119 Pray Meadow Road, Glenbrook, Nevada, this Option shall become null and void.
8. In the event of litigation to enforce the terms of this Agreement the prevailing party shall be entitled to reasonable attorney fees and costs. Exclusive venue shall be the Ninth Judicial District Court in and for the County of Douglas, State of Nevada.

Executed on this 3<sup>RD</sup> day of OCT, 2013 at 12:30.PM

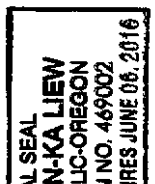
Anne G. Ward Trust

By: Anne G. Ward Trustee  
Anne G. Ward, Trustee

By: Gordon M. Ward  
Gordon M. Ward

By: John R. Ward  
John R. Ward

By: Kris Ward  
Kris Ward



- 6. The term of this Right of First Refusal Option to Purchase shall be for ten (10) years from the date of this Agreement. Upon the expiration of said ten (10) year period Purchaser shall have no further rights to exercise a Right of First Refusal to purchase the property.
- 7. In the event Purchaser shall not purchase the adjacent property at 119 Pray Meadow Road, Glenbrook, Nevada, this Option shall become null and void.
- 8. In the event of litigation to enforce the terms of this Agreement the prevailing party shall be entitled to reasonable attorney fees and costs. Exclusive venue shall be the Ninth Judicial District Court in and for the County of Douglas, State of Nevada.

Executed on this 3<sup>rd</sup> day of Oct, 2013 at 10:20 A.m.

Anne G. Ward Trust

By: \_\_\_\_\_  
Anne G. Ward, Trustee

By: \_\_\_\_\_  
Gordon M. Ward

By: \_\_\_\_\_  
John R. Ward

By: \_\_\_\_\_  
Kris Ward

By: *Arne Hoel*  
Arne Hoel

By: *Marie Hamway*  
Marie Hamway

State of Nevada

County of Douglas

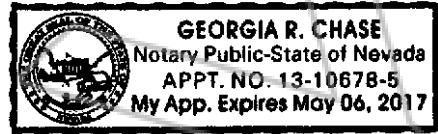
This instrument was acknowledged before me

on October 3 (date) 2013 by

Arne Hoel & Marie Hamway (name of person)

*Georgia R Chase*

(Signature of notarial officer)



(Notary stamp)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Contra Costa

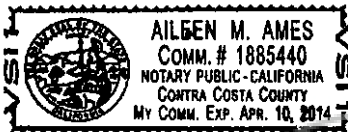
On October 3, 2013 before me, Aileen M. Ames, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Anne G. Ward & Gordon M. Ward  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Aileen M. Ames  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Right of First Refusal Option to Purchase

Document Date: October 3, 2013 Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

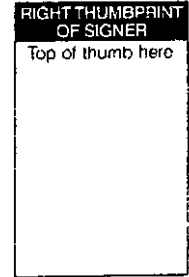
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_