

202.35

CONTRACT FOR THE SALE OF REAL ESTATE

1 THIS AGREEMENT made and entered into this 23<sup>rd</sup> day of August  
2 1978, by and between ROBERT McCROSKY, WILLIAM McCROSKY, HOWARD  
3 McCROSKY, MAX McCROSKY, and McCROSKY BROTHERS INC., a Nevada  
4 Corporation, hereinafter collectively referred to as FIRST PARTY;  
5 and DAVID A. WITTS acting by and through his Agent MAX McCROSKY  
6 hereinafter referred to as SECOND PARTY;

7 WITNESSETH:

8 1. That First Party, in consideration of the covenants and  
9 agreements on the part of Second Party, hereinafter contained,  
10 agree to sell and convey unto Second Party, and Second Party agrees  
11 to buy, all that real property situate in the County of Lincoln,  
12 State of Nevada, being more particularly described as follows,  
13 to-wit:

"A parcel of land beginning at Northwest (NW)  
corner of Northeast Quarter of Southwest Quarter  
(NE1SW1), Section Thirty-five (35), Township Two  
North (T2N), Range Sixty-nine East (R69E), MDBM,  
thence East 1600 Feet more or less; Thence South  
50° 15' West 756 feet, thence North 73° 55' West  
264 feet; thence South 17° 10' West 1930 feet;  
thence North 82° 08' East 440 feet, more or less;  
thence South 15° 14' West 270 feet; thence South  
53° 45' West 1300 feet, more or less; thence North  
3340 feet, more or less to point of beginning  
containing 71.3 acres, more or less, in North  
Half of Northeast Quarter (N1NE1) Section Two (2),  
Township One North (T1N), Range Sixty-nine East  
(R69E), MDBM, and in East Half of Southwest  
Quarter (E1SW1) and Northwest Quarter of Southeast  
Quarter (NW1SE1), Section Thirty-five (35), Town-  
ship Two North (T2N), Range Sixty-Nine East (R69E),  
MDBM."

24 SUBJECT TO: Rights of way, reservations and restrictions  
of record, if any.

25 2. Second Party agrees to pay, and First Party agrees to  
26 accept from Second Party, the minimum sum of TWO THOUSAND FIVE  
27 HUNDRED DOLLARS (\$2,500.00) per acre for said real property con-  
28 sisting of 71.3 acres or the minimum sum of ONE HUNDRED SEVENTY  
29 EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS (\$178,250.00).

30 3. Said purchase price shall be paid by Second Party unto  
31 First Party in accordance with instructions to be set forth in  
32 an escrow to be established at Title Insurance and Trust Company's

DOCUMENTARY FRANCHISE TAX \$ 196.35  
Max McCrosky  
Agent for David A. Witts

1 main office in Las Vegas, Nevada, said instructions shall have due  
2 regard to any tax related problems which will or may be incurred  
3 by First Party and shall provide that Second Party and First Party  
4 can or may negotiate the payment of said purchase price to be  
5 most advantageous to the respective parties hereto.

6 4. It is hereby further mutually agreed between the parties  
7 hereto that should Second Party herein proceed to sub-divide said  
8 real property, as is his present intention, then and in that event  
9 First Party herein shall participate therein in adjusting the sale  
10 and purchase price per acre of the above described real property  
11 to a maximum sale price of FIVE THOUSAND DOLLARS (\$5,000.00) per  
12 acre.

13 5. First Party will deposit a good and sufficient Grant,  
14 Bargain and Sale Deed conveying title to the above described prop-  
15 erty, free and clear of all encumbrances, to Second Party in the  
16 escrow above referred to. Said deed to be delivered to Second  
17 Party in accordance with the instructions given to said escrow  
18 agent for the payment to First Party of the Purchase price herein  
19 set forth and the performance of the agreements and covenants here-  
20 in contained.

21 6. It is hereby agreed that the taxes on said property  
22 shall be pro-rated to the close of escrow.

23 7. First Party shall provide, at their expense, a policy of  
24 title insurance insuring Second Party against any defect or cloud  
25 upon the title to the real property herein described.

26 8. First Party hereby agrees that in the event Second Party  
27 desires to sub-divide said property and in pursuance thereof sells  
28 portions of said property then and in that event First Party will  
29 issue or execute partial releases of said property from any lien  
30 of any mortgage or deed of trust given to First Party as part of  
31 the purchase price by Second Party. Said partial release clauses  
32 shall be set forth in the escrow established as aforesaid.

1           9. Second Party agrees that he will not commit or suffer to  
 2 be committed any waste, spoil, destruction or damage in or upon  
 3 said property and that he will maintain said premises in good  
 4 condition.  
 5           10. It is hereby agreed by and between the parties hereto  
 6 that the provisions hereof are to apply to and bind the heirs,  
 7 executors, administrators and assigns of the respective parties  
 8 hereto.  
 9           11. It is hereby agreed that time shall be of the essence  
 10 of this agreement.

11           IN WITNESS WHEREOF the parties hereto have hereunto set their  
12 hands the day and year first aboce written.

13           SECOND PARTY

13           FIRST PARTY

14  
 15 BY: *David A. Witts*  
 16           AGENT FOR DAVID A. WITTS

15           *Robert McCrosky*  
 16           ROBERT McCROSKY

17           *William McCrosky*  
 18           WILLIAM McCROSKY

19           *Howard McCrosky*  
 20           HOWARD McCROSKY

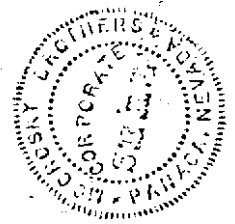
21           *Max McCrosky*  
 22           MAX McCROSKY

23           McCrosky Brothers Inc.  
 24           *Robert E. McCrosky*  
 25           PRESIDENT

26           *William L. McCrosky*  
 27           SECRETARY


28           (CORPORATE SEAL)

29           (ACKNOWLEDGMENT PAGE ATTACHED)



1 STATE OF NEVADA  
2 COUNTY OF LINCOLN


3 On this 23<sup>rd</sup> day of August 1978, personally appeared  
4 before me, a Notary Public, Robert McCrosky, William McCrosky,  
5 Howard McCrosky, Max McCrosky, and Max McCrosky as the Agent  
6 for David A. Witts, who acknowledged to me that they had executed  
7 the above instrument.

8  RALPH D COOK  
9 Notary Public—State of Nevada  
10 COUNTY OF LINCOLN  
My Commission Expires Dec. 7, 1981

Ralph D Cook  
NOTARY PUBLIC in and for  
said county and state.

11 STATE OF NEVADA  
12 COUNTY OF LINCOLN

13 On this 23<sup>rd</sup> day of August 1978, personally appeared  
14 before me, a Notary Public, Robert McCrosky President  
15 and William McCrosky Secretary of McCrosky Brothers Inc.,  
16 who acknowledged to me that they executed the above instrument.

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19 COUNTY OF LINCOLN  
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said County and State.

21  
22  
23  
24 No. 62737  
25 FILED AND RECORDED AT REQUEST OF  
MAX McCrosky  
26 SEPT 6, 1978  
27 AT 10 MINUTES PAST 10 O'CLOCK  
4 A.M. IN BOOK 27 OF OFFICIAL  
28 RECORDS, PAGE 99 LINCOLN  
COUNTY, NEVADA

29 Ralph D Cook  
COUNTY RECORDER