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FILD AND RECORDED AT EBURE? OF Gary D. Gear & John S. McClaren

January 27, 1984

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COUNTY, NEVADA

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MUTUAL GRANT OF RIGHT OF FIRST REFUSAL TO PURCHASE REALTY

THIS MUTUAL GRANT is made by and between WENDY L.
REDFIELD-GEAR and GARY D. GEAR (GEARS), and JOHN S. McCLAREN
and SHERRY A. McCLAREN (McCLARENS);

WHEREAS, the GEARS are husband and wife and the McCLARENS are also married; the parties have jointly purchased the North one-half (N 1/2) of the Southwest Quarter (S/W 1/4) of U. S. Government Lot 9 in Section 2 of Township 4 North, Range 67 East, M.D.B.&M., in Lincoln County, Nevada, with each of the GEARS and the McCLARENS holding title to same as joint tenants as to undivided halves of said property; and the parties desire to insure that each has an option to purchase the interests in and to the property of the other prior to sale to any third party.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter expressed, the parties agree as follows:

1. GEARS grant to McCLARENS and McCLARENS grant to GEARS the right to first refuse any offer to purchase their interest in and to the above-described property by third parties upon the terms set forth below. These grants shall not apply to proposed transactions between the respective parties, but rather shall only apply to any proposed sale or conveyance to outsiders of any interest in the above property held by the GEARS or McCLARENS.

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- 2. The granted rights of first refusal shall be implemented and exercised as follows:
 - A. Any party receiving an offer to purchase an interest in the property must, prior to any sale or conveyance thereof, notify in writing by certified mail the other party of the terms of the offer;
 - B. The notified party shall have sixty (60) days to tender consideration matching the offer if not to be refused.
 - C. The selling party may consummate a sale to third parties only after expiration of the sixty (60) day period if the notified party does not exercise the option to purchase on the same terms as the third party's offer unless the notified party gives earlier written communication that he refuses to exercise the option.
- 3. This agreement shall constitute the entire agreement and understanding of the parties concerning rights of first refusal to purchase the said property, shall be governed by the laws of the great State of Nevada, shall inure to the benefit of the original parties only, but continue to

burden the successors, assigns or personal representatives of the parties, and may be modified only by mutual written agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement on this $\frac{13^{14}}{2}$ day of $\frac{198 \, f}{2}$.

WENDY L. REDFIELD-GEAR

John S. McClaren

GARY D. GEARS

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STATE OF NEVADA)

SS:
COUNTY OF CLARK)

On this 15th day of Tanuary. 198 9, before me, the undersigned Notary Public in and for said County and State, personally appeared, WENDY L. REDFIELD-GEAR, GARY D. GEARS, JOHN S. McCLAREN, and SHERRY A. McCLAREN, known to me to be the persons described in and who executed the above and foregoing instrument, and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my official hand and seal.



Mury Beth Robles

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