

Lincoln County

BUYERS: Mr. & Mrs. A. H. Louchard  
Box 456  
Panaca, NV 89042  
October 12, 1979

Seller:  
June W. Cox Pete  
R. F. D.  
Caliente, NV 89008

Dear June,

We hereby offer \$2,000 for the following property owned by you:

Approximately 2 acres located partly in the Southeast quarter, and partly in the northeast quarter of Section 2, Township 3 south, Range 67 east, MDB & M; and bounded by the Union Pacific Railroad on the western side; and by the western branch of the Meadow Valley Wash on the eastern side; and by the junction of the western branch of the Meadow Valley Wash and the Union Pacific Railroad on the northern end; and by an east-west line drawn through a point 2105 feet north of the United States Geological Survey marker #52, S11, T3S, R67E on the southern side, as shown on exhibit A.

This offer is expressly contingent upon the seller's acceptance of all the following terms and conditions:

TERMS AND CONDITIONS OF OFFER

1. Upon acceptance of this offer, buyers will open escrow with a maximum earnest money deposit (refundable under certain conditions) of \$200.00.
2. Immediately prior to close of escrow, buyers will deposit in escrow, the balance of the purchase price. Total purchase price will be \$2,000.00.
3. Escrow shall be opened at Nevada Bank and Trust, Caliente Branch, within fourteen (14) days of seller's acceptance of this offer. This offer is expressly contingent upon escrow closing within ninety (90) days of the date of its opening. Escrow fees shall be borne equally between buyers and seller.
4. Seller shall convey fee simple title to buyers by grant, bargain and sale deed at close of escrow. The title conveyed shall be a good, marketable and insurable title as evidenced by seller's delivery to buyers, at buyers' expense, of a policy of title insurance to the subject property in form and substance satisfactory to buyers from a title insurance company of buyers' choice, and naming buyers as insured. Promptly after opening escrow, seller shall furnish buyers with a title report preliminary to the issuance of said policy of title insurance.

Lincoln County

June W. Cox Pete

2

October 12, 1979

and buyers shall have ten (10) days thereafter to object (by written notice to seller) to any exceptions to title shown thereon. Seller shall cause all exceptions to which buyers have objected to be released of record prior to close of escrow, or shall cause a title insurance company to delete any such exception from Schedule B of buyers' title insurance policy; provided, however, that buyers may at their option waive any exception to title which sellers have failed to cure as aforesaid. Buyers' obligations under this offer are specifically contingent upon seller's conveyance of title as aforesaid, and free and clear of any and all liens, encumbrances, rights of way, easements, covenants, conditions and restrictions, excepting the 50' Union Pacific Railroad right of way along the western border of the property, and except real property taxes not yet payable, unless approved or waived in writing by buyers.

5. Seller acknowledges and agrees that buyers' obligations under this agreement are expressly contingent upon buyers' approval of (1) the zoning of the property (including the reasonable availability of any and all permits and/or approvals required by any governmental entity for buyers' intended use; i.e. agricultural), (2) the property's soil condition, and (3) the property's all-weather access to public streets and roads. In the event any of the foregoing conditions are not approved by buyers, buyers shall so notify seller whereupon this offer and/or subsequent escrow shall terminate and be null and void. Seller hereby grants buyers a license to enter the property to inspect same, conduct soil tests, and for any and all necessary or appropriate purposes.

6. Property taxes, and expenses attributable to the subject property, shall be prorated as of close of escrow; provided, however, that any special assessments shall be paid by seller prior to close of escrow.

7. Seller will warrant and represent as of close of escrow, that she knows of no plans by any governmental entity to reduce the total useable acreage of the subject property through the use of eminent domain or condemnation powers.

8. At close of escrow, buyers shall be entitled to peaceable possession of the subject property.

9. At close of escrow, title to the subject property shall be vested in Alfred H. Louchard and Lorrell G. Louchard, husband and wife, as joint tenants.

10. In the event buyers shall fail to complete the purchase as herein provided, seller may retain buyers' earnest money deposit as liquidated damages for such breach.

Lincoln County

June W. Cox Pete

3

October 12, 1979

11. If this offer is accepted by seller, and seller subsequently breaches any term of this offer or the subsequent escrow, buyers shall be entitled to recover any and all sums paid hereunder or into escrow.

12. Any notice or demand required or permitted hereunder shall be in writing. Notices shall be deemed given as of the date of mailing. Notices to seller shall be addressed to June W. Cox Pete, R.F.D., Caliente, NV, 89008, and notices to buyers shall be addressed to Alfred H. and Lorrell G. Louchard, P. O. Box 456, Panaca, NV, 89042.

13. Unless seller's acceptance of this offer to purchase is communicated to buyers by the 10th day following the date of receipt of this offer, this offer shall be deemed revoked.

14. If this offer to purchase is accepted by seller, by signature on page 4 below, within the time limits stated above, this offer, together with said acceptance, shall constitute a real property purchase agreement between buyers and seller, which shall be memorialized by the signatures of buyers and seller on this document, and shall constitute the entire agreement between the parties, and no verbal statements made by any party shall be a part hereof unless incorporated herein by writing. Said executed agreement may not be altered or amended except by a writing executed by the parties hereto.

15. Before close of escrow, legal access and right of way to the property shall be provided by seller at seller's expense. This shall provide all-weather roadway and legal right of way across the Union Pacific Railroad line as shown in Exhibit A.

16. After close of escrow, roadway from Highway 93 to subject property line shall be maintained at seller's expense.

17. This offer is expressly contingent upon electricity being available to the property by the close of escrow.

18. This agreement shall in all respects be governed by the laws of Nevada.

19. This agreement, whether considered as an offer, or, if executed by buyers and seller as provided above, a real property purchase agreement, shall inure

Lincoln County

June W. Cox Pete

4

October 12, 1979

to the benefit of and be binding upon, the heirs, assignees, and successors of the parties hereto.

Sincerely yours,

*Alfred H. Louchard*  
*Lorrell G. Louchard*  
Alfred H. Louchard  
Lorrell G. Louchard

Attachment

This offer to purchase is hereby accepted and therefore constitutes a real property purchase agreement.

Signed,

10/15/79 *June W. Cox Pete*  
date June W. Cox Pete

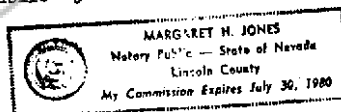
*Alfred H. Louchard* 11/10/79  
(buyer) Alfred H. Louchard date

*Lorrell G. Louchard* 11/12/79  
(buyer) Lorrell G. Louchard date

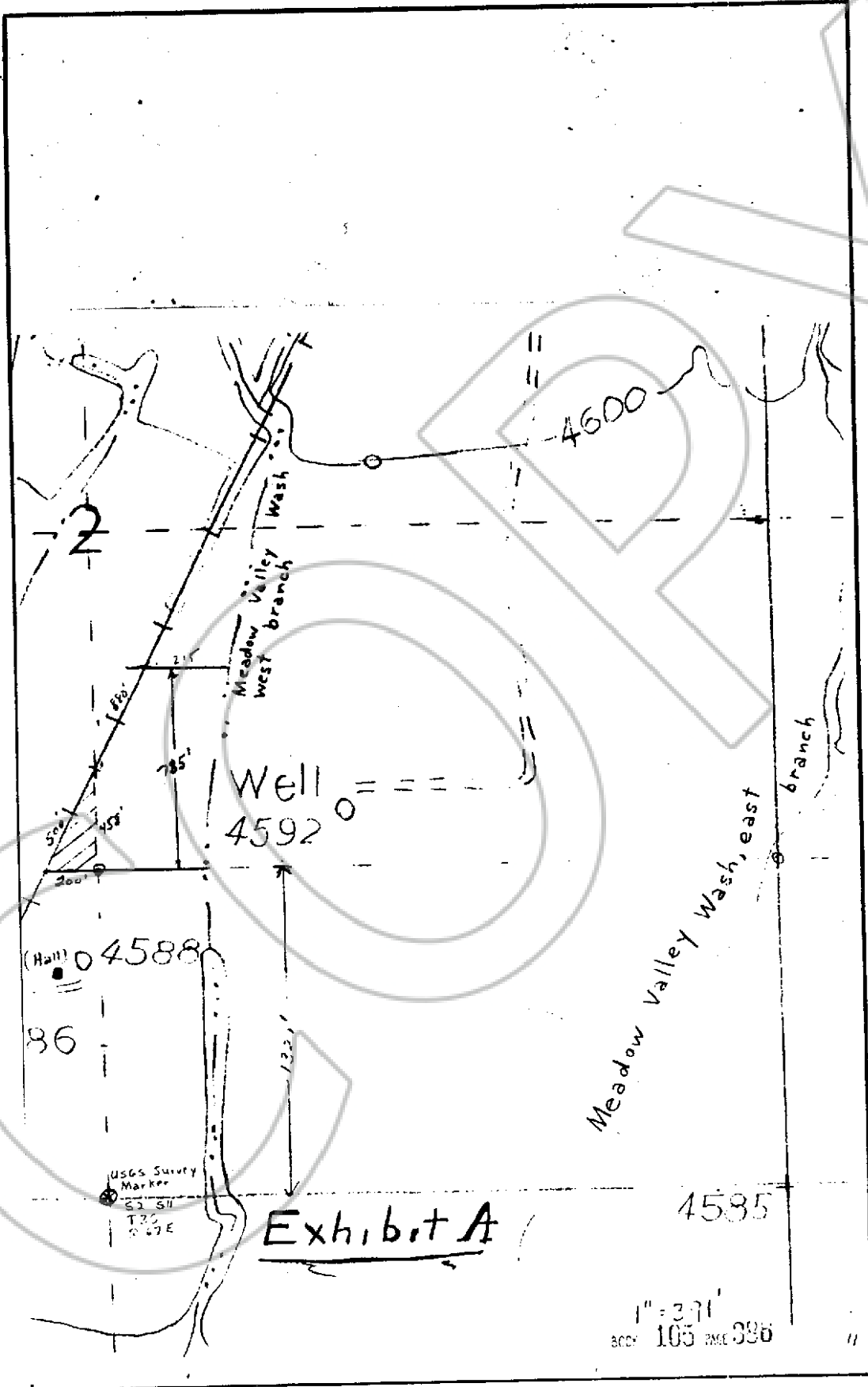
*June W. Cox Pete* 11/14/79  
(seller) June W. Cox Pete date

Subscribed to before me this 14<sup>th</sup> day of November, 1979.

*Margaret H. Jones*  
Notary Public



Lincoln County



Lincoln County

AMENDMENT I TO REAL PROPERTY PURCHASE AGREEMENT  
between June W. Cox Pete and Alfred H. and Lorrell G. Louchard  
dated October 12, 1979.

It has become apparent that approximately one-third acre  
of the two-acre parcel herein described belongs to a third  
party.

Therefore, the following changes in this real property  
purchase agreement are made and memorialized by signature  
below.

- 1.) The selling price is amended to be \$1700.
- 2.) Abstract 825-2 dated 23 October, 1979 by Dominick  
Belingeri is incorporated herein by reference and the legal  
description therein contained is hereby adopted, excepting  
that portion of the parcel which lies in the southwest quarter  
of the northeast quarter of Section 2.
- 3.) All references to escrow herein are deleted and sale  
shall be consummated upon payment by buyer to seller of the  
sum of \$1700 and the simultaneous delivery to buyer by seller  
of a marketable grant bargain and sale deed.
- 4.) Buyers hereby waive the requirement of a policy of  
title insurance as specified in paragraph 4.
- 5.) Buyers hereby waive the requirement that electricity  
be available on the property at the time of the consummation  
of the sale as specified in paragraph 17.
- 6.) All other terms and conditions specified in the sub-  
ject Real Property Purchase Agreement shall continue in full  
force and effect.

Signed,

11-14-79  
date

June W. Cox Pete  
(seller) June W. Cox Pete

10/14/79  
date

Alfred H. Louchard  
(buyer) Alfred H. Louchard

11/14/79  
date

Lorrell G. Louchard  
(buyer) Lorrell G. Louchard

Subscribed to before me this 14th day of November, 1979.

100229

Margaret H. Jones  
Notary Public

FILED AND RECORDED AT REQUEST OF  
A. H. Louchard

March 26, 1993

12 MINUTES PAST 12 O'CLOCK

105 OF OFFICIAL

RECORDS, PAGE 332 LINCOLN

COUNTY, NEVADA.

Yvonne Setzer  
COUNTY CLERK

REC- 105 MAR 26 1993

