

OPTION TO PURCHASE REAL PROPERTY

1 In consideration of the sum of ONE HUNDRED DOLLARS (\$100.00)
2 paid to the undersigned, MAYNARD BISONI, hereinafter called SELLER,
3 the receipt of which is hereby acknowledged, SELLER hereby gives to
4 the EUREKA COUNTY SCHOOL DISTRICT, County of Eureka, State of Nevada,
5 hereinafter referred to as PURCHASER, the exclusive option to purchase
6 for the further sum of ONE THOUSAND FOUR HUNDRED DOLLARS (\$1,400.00),
7 hereinafter referred to as the purchase price, on or before the 7th
8 day of March, 1967, the real estate situate in the Town of Eureka,
9 County of Eureka, State of Nevada, more particularly described as
10 follows, to-wit:

11 All of Block 96A of the Town of Eureka,
12 TOGETHER WITH that piece of Railroad Grade
13 located between Block 96A and 96B described
14 as: Beginning at the Southeast (SE) Corner
15 of Block 96A, thence 42.2' North 2°06' West;
16 thence 103.9' North 14°24' East to the North-
17 east (NE) Corner of Block 96A; thence North-
18 easterly to the Northern point of Block 96B;
19 thence 21' South 30°04' West; thence 96.8'
20 South 14°51' West; thence 40.8' South 1°40'
21 East, to the Southwest (SW) Corner of Block
22 96B; thence South 84°54' West to the point
23 of beginning, which is the Southeast (SE)
24 Corner of Block 96A,

25 TOGETHER WITH any and all buildings thereon
26 and the appurtenances thereto, said real es-
27 tate, buildings and appurtenances being here-
28 inafter called the Premises.

29 If the PURCHASER shall give notice, by delivery to,
30 or by registered mail addressed to, the SELLER at Eureka, Nevada,
31 before said 7th day of March, 1967, of the PURCHASER'S election to
32 exercise this option, the SELLER shall within 10 days after such
notice deliver to the PURCHASER, against payment of the purchase price,
a deed in fee simple to the Premises, free of all liens and encumbran-
ces and with covenant of general warranty, in proper form for record-
ing. If the SELLER shall not, prior to the expiration of said period
of 10 days, clear all liens and encumbrances from the Premises, so as
to be able to convey a title in fee simple free of all liens and en-
cumbrances, the PURCHASER may at its election either (1) refuse,

1 without liability on its part, to complete the purchase of the Prem-
 2 ises, in which event the SELLER shall refund to the PURCHASER the
 3 sum, first above-mentioned, paid for this option, or (2) deposit, in
 4 the Eureka Branch of the First National Bank of Nevada, so much of
 5 the purchase price as shall in its judgment be sufficient to dis-
 6 charge or satisfy all liens and encumbrances on the Premises out-
 7 standing at the expiration of said period, in which event the SELLER
 8 shall, on payment of the balance of the purchase price, deliver to
 9 the PURCHASER a deed in fee simple to the Premises, subject to such
 10 liens and encumbrances, with covenant of general warranty, and shall
 11 be entitled to receive from such bank such part as shall remain of
 12 the sum so deposited after such sum shall have been applied, as
 13 promptly as practicable, to the discharge or satisfaction of such
 14 liens and encumbrances and to the payment of any expenses, including
 15 the fee of such bank, attorney's fees, and court costs, incident
 16 thereto.

17 If the PURCHASER shall exercise this option, taxes for the cur-
 18 rent year shall be apportioned as of the time of delivery of the deed
 19 by the SELLER, and possession of the Premises shall be delivered to
 20 the PURCHASER at that time.

21 SELLER also hereby expressly grants permission to PURCHASER, its
 22 agents, independent contractors, or employees, to enter upon said
 23 Premises at any time during the period of this option for the purpose
 24 of inspecting, surveying, or other related activities.

25 *Maynard Bisoni*
 26 MAYNARD BISONI

27 STATE OF NEVADA }
 28 COUNTY OF EUREKA } ss.

29 On the 8th day of December, 1966, before me, the undersigned,
 30 a Notary Public in and for said County and State, personally appeared
 31 MAYNARD BISONI, known to me to be the person described in and who ex-
 32 ecuted the foregoing instrument, who acknowledged to me that he ex-
 33 ecuted the same freely and voluntarily and for the uses and purposes
 34 therein mentioned.

WITNESS my hand and official seal.

JERRY C. LANE
 ATTORNEY AT LAW
 P. O. BOX 207
 PHONE 4081
 EUREKA, NEVADA
 89316



WILLIS A. DePAOLI
 Notary Public - State of Nevada
 Eureka County, Nevada
 My commission expires Oct. 14, 1969.

Willis A. DePaoli
NOTARY PUBLIC in and for said
County and State.

43354

File No. **43354**
RECORDED AT THE REQUEST OF
Allen Frenzel

December 8 **8:19** **66**
at **30** minutes past **8:19** M.
in Book **13** of OFFICIAL RECORDS
Page **548-550** Records of
EUREKA COUNTY, NEVADA

Willis C. McPart
Recorder

No fee