## File No. 48354

## OPTION TO PURCHASE REAL PROPERTY

In consideration of the sum of CNE HUNDRED DOLLARS (\$100.00)

paid to the undersigned, MAYNARD BISONI, hereinafter called SELLER,

the receipt of which is hereby acknowledged, SELLER hereby gives to

the EUREKA COUNTY SCHOOL DISTRICT, County of Eureka, State of Nevada,

hereinafter referred to as PURCHASER, the exclusive option to purchase

for the further sum of ONE THOUSAND FOUR HUNDRED DOLLARS (\$1,400.00),

hereinafter referred to as the purchase price, on or before the 7th

aday of March, 1967, the real estate situate in the Town of Eureka,

County of Eureka, State of Nevada, more particularly described as

follows, to-wit:

All of Block 96A of the Town of Eureka,

TOGETHER WITH that piece of Railroad Grade located between Block 96A and 96B described as: Beginning at the Southeast (SE) Corner of Block 96A, thence 42.2! North 206! West; thence 103.9! North 14°24! East to the Northeast (NE) Corner of Block 96A; thence Northeast (NE) Corner of Block 96A; thence Northeasterly to the Northern point of Block 96B; thence 21' South 30°04' West; thence 96.8' South 14°51' West; thence 40.8' South 1°40' East, to the Southwest (SW) Corner of Block 96B; thence South 84°54' West to the point of beginning, which is the Southeast (SE) Corner of Block 96A.

TOGETHER WITH any and all buildings thereon and the appurtenances thereto, said real estate, buildings and appurtenances being hereinafter called the Premises.

If the PURCHASER shall give notice, by delivery to, or by registered mail addressed to, the SELLER at Eureka, Nevada, before said 7th day of March, 1967, of the PURCHASER'S election to 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 encumbrances and with covenant of general warranty, in proper form for recording. 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 encumbrances, the PURCHASER may at its election either (1) refuse,

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ATTORNEY AT LAW
P. O. BOX 207
FHORE 4091
EUREKA, NEVADA

without liability on its part, to complete the purchase of the Premises, in which event the SELLER shall refund to the PURCHASER the sum, first above-mentioned, paid for this option, or (2) deposit, in 3 the Eureka Branch of the First National Bank of Nevada, so much of the purchase price as shall in its judgment be sufficient to discharge or satisfy all liens and encumbrances on the Premises outstanding at the expiration of said period, in which event the SELLER shall, on payment of the balance of the purchase price, deliver to the PURCHASER a deed in fee simple to the Premises, subject to such liens and encumbrances, with covenant of general warranty, and shall 11 be entitled to receive from such bank such part as shall remain of the sum so deposited after such sum shall have been applied, as promptly as practicable, to the discharge or satisfaction of such liens and encumbrances and to the payment of any expenses, including 15 the fee of such bank, attorney's fees, and court costs, incident 18 thereto.

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

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

MAYNARD BISONI

27 STATE OF NEVADA

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COUNTY OF EUREKA

On the day of December, 1966, before me, the undersigned, Notary Public in and for said County and State, personally appeared 30 MAYNARB BISONI, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he exe-31 cuted the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

NEY AT LAW O. BOX 207

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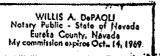
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in and for said County and State.

RECORDED AT THE REQUEST OF

Allen Prenzel December 8	
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