

AGREEMENT OF SALE

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THIS AGREEMENT made and entered into this _____ day of April, 1971, by and between WALTER L. PLASKETT and TOMMIE J. PLASKETT of Eureka County, Nevada, hereinafter referred to as the Sellers, and DIAMOND VALLEY RANCH, a Nevada corporation, hereinafter referred to as the Buyer,

WITNESSETH:

That the Sellers and the Buyer, in consideration of their mutual promises to each other hereinafter stated, have agreed and by these presents do agree as follows:

1. The Sellers agree to sell to the Buyer, and the Buyer agrees to purchase from the Sellers for and in consideration of the sum of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00), lawful money of the United States, payable as is hereinafter set forth, all that certain real property situate in the County of Eureka, State of Nevada, and more particularly described as follows:

Section 10; and Lots 7 and 8; the South 1/2 of the Northeast 1/4; the Southeast 1/4 of Section 2 of Township 20 N., Range 53 E., M.D.B.&M.,

Excepting therefrom all oil and gas and right to prospect for, mine and remove such deposit.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and reversion and reversions, remainder and remainders, rents, issues and profits thereof. The foregoing conveyance shall include all water rights and well permits attached to such realty.

2. The Buyer agrees to pay the aforesaid purchase price in the following manner:

(a) A down payment of TWENTY-SIX THOUSAND DOLLARS (\$26,000.00), receipt whereof is hereby acknowledged.

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AREA CODE 702
TELEPHONE 328-4406

1 (b) FOUR THOUSAND DOLLARS (\$4,000.00) plus interest
2 on such amount on June 15, 1971.

3 (c) TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)
4 plus interest on January 1, 1972.

5 (d) FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00)
6 plus interest on January 1, 1973.

7 (e) THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00)
8 plus interest on January 1, 1974.

9 (f) THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00)
10 plus interest on January 1, 1975.

11 (g) All remaining unpaid principal and interest on
12 January 1, 1976.

13 All deferred payments shall bear interest at the rate of eight
14 per cent (8%) per annum from the date hereof until paid.

15 All payments shall be paid to First American Title
16 Company of Nevada, 90 Court Street, Reno, Nevada, and disbursed
17 in accordance with the escrow instructions executed of even
18 date herewith.

19 3. The Sellers agree that of even date herewith
20 they will make and execute a grant, bargain and sale deed on
21 said real property, and it is agreed between the parties hereto
22 that the said deed will be placed with First American Title
23 Company of Nevada in escrow, with instructions that the said
24 deed shall be delivered by it to the said Buyer, or its order,
25 when Buyer shall have paid in full the entire purchase price as
26 hereinabove set forth, and when Sellers shall have obtained and
27 recorded or deposited with said escrowee a release of the
28 property, the subject hereof, from the lien of the deeds of
29 trust set forth in the escrow instructions. The Sellers agree
30 and warrant that they will obtain the release of such real
31 property immediately upon payment by the Buyer of the entire
32 purchase price herein.

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1 In the event of default on the part of the Buyer in
2 any of the terms hereof, Sellers shall serve thirty (30) days'
3 written notice of said default upon it by certified mail at
4 the office of its Resident Agent, of which Buyer shall at all
5 times keep Sellers informed. Service by certified mail as
6 aforesaid upon Buyer at the address of its Resident Agent shall
7 be valid service under the terms hereof. A copy of said written
8 notice to Buyer shall also be served in person, or by certified
9 mail, upon First American Title Company of Nevada. If said
10 default is not corrected within the aforesaid time, the said
11 First American Title Company of Nevada shall, unless satis-
12 factory evidence is presented to it of the correction of said
13 default, return the aforesaid deed to Sellers or their order
14 and all moneys theretofore paid hereunder shall be the property
15 of the Sellers, the same to be considered as rental for the
16 use of said property up to the time of any such default and
17 as liquidated damages for such default and not as a penalty.

18 4. It is agreed that the taxes shall be pro rated
19 as of the date hereof.

20 5. Buyer further covenants and agrees that during
21 the life of this agreement it will keep said property and the
22 whole thereof free and clear of all liens and encumbrances, of
23 every nature and kind whatsoever, and should any lien or en-
24 cumbrance be placed upon said real ^{OR PERSONAL} property during the term
25 hereof, by reason of any act, failure to act, or thing done or
26 performed by it, it will forthwith cause the same to be fully
27 paid, satisfied and discharged, and in the event of its failure
28 so to do, Sellers may pay the same, and Buyer shall repay them,
29 any amount so paid by them with interest at the highest rate
30 permitted by statute of the State of Nevada.

31 6. Buyer agrees that it will keep the said property
32 in a good state of cleanliness and any improvements that it may

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1 place thereon in a good state of repair, and that it will not
2 permit any waste to be committed upon said property.
3 7. That due performance of all conditions, covenants
4 and agreements on the part of the Buyer is a condition prece-
5 dent whereon depends the performance of the covenants on the
6 part of the Sellers. In the event of the failure of the Buyer
7 to comply with the covenants and agreements or any part thereof
8 on its part entered into, the Sellers shall be released, after
9 notice as aforesaid, from all obligations either at law or in
10 equity to transfer said property, or any part thereof, to the
11 said Buyer, and the Buyer shall then relinquish any and all
12 rights that it may have under this agreement, and it shall
13 thereupon become a tenant at will, and in such event the said
14 escrowee is hereby authorized to deliver the deed agreed to
15 be placed in its hands to the Sellers, or their order, after
16 notice as aforesaid, upon demand; and the return of the said
17 deed to the Sellers under the conditions above stated shall
18 and will release the said escrowee from all further obliga-
19 tions in the premises, and in such event the Buyer agrees to
20 surrender the possession of said property peacefully and quietly
21 to the Sellers.

22 8. Concurrently with the deposit of the aforesaid
23 deed, the Buyer agrees to deposit with the said escrowee herein
24 named a quitclaim deed executed by the Buyer in favor of the
25 Sellers to the said real property to be held by the escrowee
26 upon the same terms and conditions as the grant, bargain and
27 sale deed hereinabove described.

28 9. It is agreed by the parties hereto that the
29 following described personal property shall be included in
30 this contract of sale and be transferred according to the
31 terms and conditions of this agreement:

32 2 Valley Sprinklers Model No. 1040
Serial Nos. 615 and 620

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4 Engines Chrysler Model 413, No. 267465
Chrysler Model 413, No. 1852029-4
Cap Model 318, No. 196649
GMC 6-71, No. 5157507

4 Gear Heads No. 2G7786
No. 2G7021
No. 2BL44352
No. 1224789

6800 feet of Aluminum Pipe

4 - 8" Turbine Pumps
2 - 10" Turbine Pumps

The Sellers agree to put all such machinery in good operating condition in time to start the 1971 growing season and any piece of such equipment which cannot be so repaired will be replaced by Sellers.

10. It is further agreed that when all moneys have been paid to the Sellers by Buyer entitling it to the delivery of the said deed, Sellers shall attach to said deed the necessary State Documentary Revenue Stamps at Sellers' expense, or the said escrowee may purchase and attach the same to said deed charging the account of the Sellers therefor.

11. This agreement shall be recorded in the office of the County Recorder of the County of Eureka, Nevada, and the cost thereof shall be paid by the Sellers.

12. The Sellers and the Buyer shall each pay one-half of the fee of the attorney for the drafting of this agreement and the two deeds herein mentioned, and the charge of the said escrowee for the establishment and maintenance of the said escrow wherein the aforesaid deeds and this agreement shall be held shall be paid, one-half by the Sellers and one-half by the Buyer.

13. This agreement shall bind the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF the parties have hereunto set their

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hands the day and year first above written.

Walter L. Plaskett
WALTER L. PLASKETT

Tommy J. Plaskett
TOMMIE J. PLASKETT

Sellers

DIAMOND VALLEY RANCH

By Paul W. Stewart

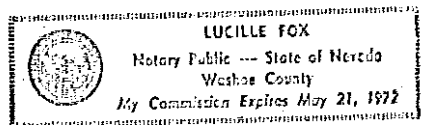
Buyer

STATE OF NEVADA, }
COUNTY OF WASHOE. } ss.

On this 1st day of April, 1971, before me, the undersigned, a Notary Public in and for the County of Washoe, State of Nevada, personally appeared WALTER L. PLASKETT and TOMMIE J. PLASKETT, known to me to be the persons described in and who executed the annexed instrument, who acknowledged to me that they, and each of them, executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Washoe, State of Nevada, the day and year in this certificate first above written.

Lucille Fox
NOTARY PUBLIC



MARSHALL A. BOUVIER
ATTORNEY AND
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1 STATE OF NEVADA, }
2 COUNTY OF WASHOE. } ss.

3 On this _____ day of April, 1971, personally appeared
4 before me, a notary public, in and for Washoe County, Nevada,
5 Frank R. Hesters, known to me to be the Vice President,
6 executing the same on behalf of the corporation that executed
7 the foregoing instrument, and upon oath did depose that he is
8 the officer of the said corporation as above designated; that
9 he is acquainted with the seal of said corporation and that
10 the seal affixed to said instrument is the corporate seal of
11 said corporation; that the signature to said instrument was
12 made by him as Vice President of said corporation and that
13 the seal affixed to said instrument is the corporate seal of
14 said corporation; that the signature to said instrument was
15 made by him as Vice President of the said corporation as
16 indicated after said signature; and that the said corporation
17 executed the said instrument freely and voluntarily and for
18 the uses and purposes therein mentioned.

19 IN WITNESS WHEREOF, I have hereunto set my hand and
20 affixed my official seal at my office in the said County of
21 Washoe, on the day and year in this Certificate first above
22 written.

23
24 Lucille Fox
25 NOTARY PUBLIC

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28 RECORDED AT THE REQUEST OF
First American Title Co. of Nevada
29 on July 19, 1971
at 05 min. past 8 A. M.
30 in Book 39 of OFFICIAL
RECORDS, page 486-492
31 OF WASHOE COUNTY, NEVADA.
32 Fee \$ 5.00

 LUCILLE FOX
Notary Public -- State of Nevada
Washoe County
My Commission Expires May 21, 1972

MARSHALL A. GOVIER
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