

## LEASE AND OPTION

1 THIS AGREEMENT in and between SHADY MEADOWS INC., A Colorado  
2 corporation, duly qualified to do business in the State of  
Nevada, LESSOR, and DON L. BERGENER AND LINDA BERGENER, husband  
3 and wife of EUREKA, NEVADA, LESSEE.

## WITNESSTH:

4  
5 This lease and option replaces and supersedes lease and option  
6 recorded September 11, 1979 in book 73 pages 358-362 at the  
Recorder's office in Eureka, Nevada.

7 The Lessor for and in consideration of the sum of \$215.00 to  
8 them in hand paid by Lessee's, the receipt whereby is here  
acknowledged, do hereby covenant and agree with each other as  
follows, to wit:

9 It is agreed and understood that Lessor will lease with  
10 option the following described real property situated in  
Diamond Valley, Eureka County, and more particularly  
11 described as follows, to-wit:

12 That portion of Section 18, T.21 N., R.53 E., M.D.M. described  
as Parcel 1 of that Final Map of Proposed Land Division into  
13 Large Parcels, according to the map thereof, filed by Shady  
Meadows, Inc. in the Office of the County Recorder of Eureka  
14 County, State of Nevada, on November 22, 1983, as File No. 91012.

15 Subject to the offer of dedication for public roadway and  
utilities easements, as shown on the above-described map.

16 Reserving and excepting therefrom to the grantor, its  
17 successors and assigns, easements for public roadway and  
utilities of thirty-three (33) feet in width along the  
18 entire southern boundary of said parcel 1.

19 It is further agreed and understood that the term of this  
20 agreement shall be for not over 4 years, commencing with  
September 15, 1984 and ending September 15, 1989.

21 That the consideration to be paid by LESSEE to LESSOR as a  
monthly lease payment shall be as follows: On or before the 15th  
22 day of each month starting October 15, 1984 and continuing each  
month thereafter the sum of \$215.00 shall be paid by LESSEE to  
23 LESSOR. If payment is more than 10 days late there will be a  
\$10.00 late charge, and if more than 15 days late this contract  
24 will be, at the option of the LESSOR, in default and this  
agreement is terminated and declared null and void.

25 The postmark on the envelope shall be the determination of the  
26 late charge. Payment must consist of bonafide money. Checks  
that are not honored at the bank or that are returned unpaid  
27 are considered as non payment.  
28  
29  
30

1 The LESSEE warrants and guarantees to save LESSOR harmless  
2 against any liability suits, claims, liens, damages of any  
kind whatsoever, in living or working on said land.

3 OPTION

4 It is agreed and understood that in the event LESSEE do well and  
5 faithfully make lease payments on time, then and in that event  
6 the said LESSEE shall be granted an option to purchase the said  
land under the following terms and conditions:

7 It is agreed between the parties hereto that after the LESSEE has  
8 paid satisfactorily for a period of (1) one year, or after October  
15th, 1985 payment, that the said LESSEE shall have the right to  
9 purchase the said land for the sum of \$25,798.85 cash or the  
Lessor will carry the said note under the following conditions:

10 \$298.85 down, with the balance of \$25,500.00 to be paid as  
follows:

11 11 3/4% for 30 years which is \$257.43 per month due the 15 of  
12 each month. Lessee can pay off any time with no penalty.

13 Lessor shall furnish Lessee with a good and sufficient bargain and  
14 sale deed transferring title from LESSOR to LESSEE. And if LESSOR  
carries, LESSEE to furnish LESSOR with a note and deed of trust.

15 Lessee and Lessor shall split all closing costs 50/50.

16 In witness whereof the Parties have hereunto set their hands the  
17 day and year first above written.

18 Shirley Allison  
by Shirley Allison  
LESSOR, SHADY MEADOWS INC. / PRES.  
19 Don L. Bergener  
SECRETARY  
LESSEE, DON L. BERGENER  
20 Linda Bergener  
LESSEE, LINDA BERGENER  
21

22  
23 STATE OF NEVADA )  
24 : SS.  
25 County of Eureka )

26 On September 24th, 1984, personally appeared before me,  
27 a Notary Public, DON L. and LINDA BERGENER, who acknowledged  
28 that they executed the above instrument for the uses and  
purposes therein mentioned.

29 Shirley Allison  
30 NOTARY PUBLIC in and for said  
County and State



STATE OF NEVADA )  
:  
County of Washoe )

On September 28, 1984, personally appeared before me,  
a Notary Public, Leonard and Marlene Corsentino, who acknowledged  
that they executed the above instrument for the uses and purposes  
therein mentioned.

Christine Houk  
Notary Public in and for said  
County and State



RECORDED AT REQUEST OF  
Don L. Bergener  
BOOK 128 PAGE 501

24 OCT 5 AM 11:39

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
M.H. REBALEATI, RECORDER  
FILE NO. 96134  
11:56 AM