

RELEASE OF ALL CLAIMS

1. THIS RELEASE OF ALL CLAIMS is entered this 11th day of September, 2001, by and between JERRY L. MACHACEK and TRINA L. MACHACEK, husband and wife ("Releasors") and EUREKA COUNTY, a political subdivision of the State of Nevada ("County").

2. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, leasors, and each of them, for themselves and their successors and assigns, release, acquit a forever discharge the County of and from any and all actions, causes of action, claims, demands, damages, costs, attorney's fees, expenses, compensation, and all consequential damages, known or unknown, foreseen or unforeseen that Releasors may now have or that might subsequently accrue to Releasors, on account of or in any way growing out of, or connected with, directly or indirectly, Case No. 3514, in the Seventh Judicial District Court of Nevada, in and for the County of Eureka, entitled JERRY L. MACHACEK and TRINA L. MACHACEK, husband and wife, Plaintiffs, v. COUNTY OF EUREKA, STATE OF NEVADA and OTONWOOD LAND AND LIVESTOCK COMPANY, LLC, Defendants ("the litigation").

3. It is understood and agreed this Release is the compromise of a disputed claim. This Release is not to be construed as an admission of liability on the part of the parties released, but is the complete, full and final settlement of disputed claims. The undersigned fully understand and consent that they would not have accepted this Release under any condition other than the full, final and complete release of the claims identified herein.

4. The parties further expressly state they have carefully read this Release, know the contents, and signed same as their own free act.

5. Releasors understand and agree the good and valuable consideration in ¶ 2 is the entire and only consideration for this Release, and it is intended by Releasors and County that this Release shall be complete and shall not be subject to any claim of mistake of fact or law by the Releasors, and that it expresses a full and complete settlement of liability claimed and denied; and that this Release is intended to be full, final and complete.

6. Releasors recognize and acknowledge there is a risk that subsequent to the execution of this Release Releasors will claim or suffer monetary or other loss or damage which are in some way used by or related to the litigation, but which are unknown and unanticipated at the time this Release is signed; and further, that there is a risk the damages presently known may or may become more extensive than Releasors now expect or anticipate. Releasors accept this risk and this Release shall apply to all unknown and unanticipated results of litigation as well as those known and anticipated.

7. If, for any reason whatsoever, COTTONWOOD LAND AND LIVESTOCK COMPANY, LLC, successfully asserts in the litigation the County's responsibility or liability for any of Releasors' damages, Releasors hereby agree to release and forgive County of that responsibility or liability.

8. Releasors further understand and agree they shall be responsible for the payment of their attorneys' fees and legal expenses, as well as all other fees and expenses arising from and in connection with this litigation.

9. Releasors further acknowledge that they are represented by counsel of their choice with regard to matters arising out of the litigation, namely STEWART R. WILSON, Esq., 442 Court Street, Reno, Nevada 89801; that the content and legal effect of this Release has been explained to them by their counsel to their satisfaction.

10. Releasors hereby agree to move to dismiss with prejudice the complaint against the County in the litigation immediately upon the execution of this Release.

11. Each of the Releasors, severally and for themselves, their successors, assigns, heirs, administrators and executors, do hereby covenant not to bring suit regarding and do fully release and forever discharge the County, its officers, employees, agents, counsel, insurers, successors, assigns and persons acting for or on its behalf, from any and all claims, demands, damages, costs, attorney fees, expenses, compensation, actions or rights of action of whatever kind or nature they now in the future may have, known or unknown, foreseen or unforeseen, contingent or mature, which the Releasors, or any of them, may now have or may in the future claim to have including, without limitation, those which arise out of or in any way are connected with, directly or indirectly:

a. claims and damages alleged or which could have been alleged by the

Releasors in the litigation; and

b. the Cottonwood Road which is the subject of the litigation, including but not limited to its use, reversion on use, abandonment, realignment, construction, designation, and maintenance; and

c. the Release, and any other instruments, documents and agreements in any manner related to the litigation or the Cottonwood Road.

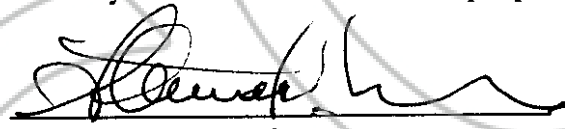
12. The Releasors acknowledge that by virtue of this Release no rights, claims or causes of action they have will survive against the County. Releasors further covenant they have not assigned and will make no assignment of any putative right, claim or cause of action to any third party arising out of the circumstances referenced in this Release and acknowledge the County would suffer irreparable harm by virtue of any such assignment.

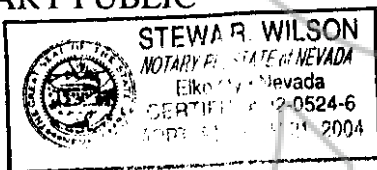
THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND BY THEIR SIGNATURE WARRANT THEY FULLY UNDERSTAND IT this 17th day of September, 2001.


JERRY L. MACHACEK

STATE OF NEVADA)
) ss.
COUNTY OF EUREKA)

On this 17th of September, 2001, before me, undersigned, a Notary Public in and for said County and State appeared JERRY L. MACHACEK known to me to be the person who executed the above foregoing instrument, and who acknowledged to me that he did so freely and voluntarily for the purposes therein mentioned.


NOTARY PUBLIC

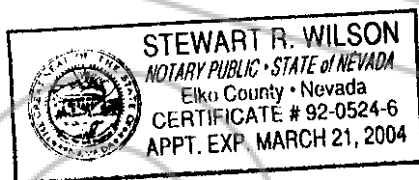


Trina L Machacek
TRINA L. MACHACEK

STATE OF NEVADA)
) ss.
COUNTY OF EUREKA)

On this 11th day of September, 2001, before me, undersigned, a Notary Public in and for said County and State, appeared TRINA L. MACHACEK known to me to be the person who executed the above foregoing instrument, and who acknowledged to me that she did so freely and voluntarily for the purposes therein mentioned.

[Signature]
NOTARY PUBLIC



THE FOREGOING RELEASE IS APPROVED AS TO FORM AND CONTENT.
DATED THIS 11th day of September, 2001.

[Signature]
STEWART R. WILSON, Esq., Bar No. 800
442 Court Street
Elko, Nevada 89801
Attorney for Jerry L. Machacek and Trina L. Machacek, husband and wife

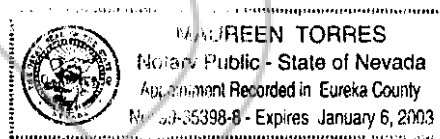
Pete Goicoechea

PETE GOICOECHEA, Chairman
Board of Eureka County Commissioners
P.O. Box 677
Eureka, Nevada 89316

STATE OF NEVADA)
) ss.
COUNTY OF EUREKA)

On this 18 ^{October} ~~of September~~, 2001, before me, undersigned, a Notary Public in and for said County and State appeared PETE GOICOECHEA known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily for the purposes therein mentioned.

Maureen Torres
NOTARY PUBLIC



THE FOREGOING RELEASE IS APPROVED AS TO FORM AND CONTENT.

DATED THIS 18 ^{October} day of ~~September~~, 2001.

Theodore Beutler

THEODORE BEUTLER Esq., Bar No. 5222
701 South Main Street
Eureka, Nevada 89316
Attorney for Eureka County, a political
subdivision of the State of Nevada

BOOK 344 PAGE 289
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Eureka County
01 OCT 17 PM 10:34

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES No Fee

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