

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made and entered into as of this ____ day of _____, 2022 (the “Agreement Date”) by and between Reno Housing Authority, a municipal corporation under Nevada Revised Statute Chapter 315 (“RHA” or “Seller”) and Washoe County, a political subdivision of the State of Nevada, (“Washoe County” or “Buyer”).

RECITALS:

This Agreement is entered into on the basis of the following:

A. Whereas, RHA is the owner of the real property, APN 008-211-50, more particularly described in **Exhibit “A”** (hereinafter referred to as the “Property”), free and clear of all mortgages, deeds of trust, liens, encumbrances, or any other conditions requiring payment as a condition of ownership (excepting lawful taxes).

B. Whereas, RHA intends to convey the Property for consideration to Washoe County, and

C. Whereas, NRS 244.275 provides that a board of county commissioners shall have the power and jurisdiction to purchase real property necessary for the use of the county;

NOW, THEREFORE, in consideration of the mutual covenants herein and other valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, RHA and Washoe County hereby agree as follows:

Art 1. SCHEDULE OF KEY TERMS AND INFORMATION

[References in brackets are to sections in this Agreement]

§1.01 Appointments and Designations.

Authorized Agent for Seller [¶7.11.D]	Heidi McKendree, Interim Executive Director, Reno Housing Authority, City of Reno
Authorized Agent for Buyer [¶7.11.D]	Eric Brown, County Manager for Washoe County, Nevada
Escrow Agent [§3.05]	First American Title, Pam Becker, pbecker@firstam.com 775-823-6200
Additional Notices to Seller: [§7.04]	Heidi McKendree City of Reno Housing Authority 1525 East 9 th Street Reno, Nevada 89512

Additional Notices to Buyer [§7.04]	Washoe County Manager's Office 1001 E. Ninth St. Reno, NV 89512 ATTN: Washoe County Manager
Real Estate Agents [¶3.02.E]	None for either Buyer or Seller.

§1.02 Property Information

Real Property	Described in Exhibit A together with appurtenances, hereditaments and other interests described in §1.06 "Property" below.
Street Address	1775 E 4 th Street, Reno, Nevada 89512
APNS	008-211-50
Water Rights	None.
Personal Property	None.
Appurtenances to be assigned [¶3.09.F]	Any and all appurtenances located on the Property.
Contract Rights to be assigned [¶3.09.F]	None.
Tenants [§4.01 – 4.02C]	None.
Deposit	Buyer shall pay the Seller One Hundred Fifty Thousand Dollars (\$150,000) to be placed in Escrow within five (5) days of execution of this Agreement. Deposit shall become non-refundable to the Seller once placed in Escrow. Non-refundability is subject to the property having been adequately appraised under NRS 244.275. Deposit shall be credited against the Purchase Price upon close of Escrow.
Title & Title Insurance [¶3.09.A]	Fee simple to be conveyed by grant, bargain and sale deed;
Permitted Exceptions to Title [¶3.09.A]	All matters effecting title to the Property other than the Excluded Exceptions, as defined in §1.06 below.
Buyer's Intended Use [§3.04; §3.09]	Use is for future supportive housing and other homelessness-related services.

§1.03 Price and Payment

Price [¶3.02.A]	The lesser of Five Million One Hundred Fifty Thousand Dollars (\$5,150,000), or appraised value pursuant to NRS 244.275.	
Possible holdbacks or credits	None.	
Liens assumed [¶3.02.C]	No monetary liens, except as to the Permitted Exceptions.	
Allocation of Closing Costs [¶3.02.D]	Title Report	Paid by Buyer
	Title Policy Premium	Paid by Seller
	Survey	None.
	Building Inspection	Paid by Buyer
	Appraisals and reviews	Paid by Buyer
	Pest Inspection	None required
	Soils Analysis	None.
	Environmental Assessments	Level II Environmental Assessment paid by Buyer
	Transfer Tax	Paid by Seller
	Property Taxes	None.
	Ag Tax Deferral	None.
	Special Assessments	None.
	Sewer	Pro-rated by days at Closing
	Rents	None.
	Security Deposits	\$150,000
	Advance utility payments	None.
Association Fees, Common Area Maintenance Fees	None.	
	Operating Expenses	Pro-rated by days at Closing
	Escrow Agent Fees	Split 50/50 between Buyer and Seller
Recording Fees	Paid by Buyer	
Payment [¶3.02.F]	Payment shall be made as provided in the Escrow Instructions.	
Rent to Hold Compensation [¶4.02.A]	None.	

§1.04 Schedule

Escrow Opens [§3.05]	_____, 2022
Document Delivery Deadline [¶3.07.A]	_____, 2022
Due Diligence Deadline; Notice to Proceed [¶3.07.D]	_____, 2022

Preclosing Deadline [§3.11]	_____, 2022
Closing Deadline [§3.12]	_____, 2022
Delivery of possession deadline [¶3.14.A]	5 p.m. on day of closing

§1.05 Due Diligence Documents

Documents to be provided by Seller [§3.07.A]	Grant, Bargain, Sale Deed
Documents to be provided by Buyer [§3.07.A]	Satisfaction of conditions in §3.04
ALTA Survey [§3.09.B]	None required.

§1.06 Definitions. For purposes of this Agreement, the following words have the following meanings.

“**Closing Date**” means the date that the grant, bargain and sale deed is recorded in the official records of the County Recorder of Washoe County, State of Nevada, which shall occur no later than the Closing Deadline set forth in §1.04 above.

“**Excluded Exceptions**” means the following items, which shall not be shown as exceptions on the Title Policy or encumber title to the Property as of the Closing, unless created by Buyer, granted expressly in favor of Buyer, or expressly consented to in writing by Buyer in a separate writing after the Effective Date: (a) the lien(s) of any existing monetary encumbrances, security interests, and claims of liens or security interests, other than any lien to secure payment of general and special real property taxes and assessments that are not yet delinquent as of the Closing Date; (b) leases or possessory rights and interests in the Property; options or rights of first offer/refusal related to acquisition of any interest in the Property; and (c) any lis pendens or other notice of adverse litigation or proceedings effecting the Property.

“**Property**” means all the real property and personal property described in §1.02 above and in Attachment A, TOGETHER WITH ALL improvements, furniture, fixtures and equipment present and installed at the time of appraisal, and all tenements, appurtenances hereditaments and improvements thereto; general intangibles solely applicable thereto; all easements, licenses or other rights to roads that provide access to the Real Property; all plans and specifications for

improvements to the Real Property, all permits and development rights applicable to the Real Property.

“**Title Policy**” means an ALTA Owner's Policy of title insurance with standard coverage, subject only to the Permitted Exceptions, dated the date and time of the Closing Date and with liability in the amount of the Purchase Price, insuring Buyer as owner of fee title to the portion of the Property constituting real property under the laws of the State of Nevada.

Art. 3. AGREEMENT TO PURCHASE AND SELL

§3.01 General. Seller agrees to sell and Buyer agrees to purchase the Property described above, subject to the terms and conditions in this Agreement.

§3.02 Price; Payment of Price: Seller agrees to sell and Buyer agrees to buy the Property for the purchase price as follows:

¶3.02.A Purchase Price. The Purchase Price shall be the lesser of Five Million One Hundred Fifty Thousand Dollars (\$5,150,000) or the final appraised value), as stated in §1.03 above.

¶3.02.B Liens Assumed. Unless otherwise specified in §1.03, Buyer will neither assume any obligations nor take the Property subject to any liens requiring the payment of money other than the Permitted Exceptions.

¶3.02.C Allocation of Closing Costs; Apportionment of certain payments.

1. Buyer and Seller agree to pay closing costs and expenses as provided in §1.03 above.

2. With respect to real estate taxes, taxes and assessments for the year of Closing shall be prorated as of the Closing Date based upon the amount of such taxes for the year of Closing, if the amount of such taxes is known at the time of Closing; if such amount cannot be then ascertained, proration shall be based upon the amount of the taxes, with the maximum discount allowed by law, if any, for the preceding year. If any tax proration shall be based upon the amount of taxes for the year preceding the year of Closing, such taxes shall be re-prorated after the tax bills for the year of Closing are received. Other assessments not included on the regular property tax bills, license fees for transferred licenses, and state or municipal fees and taxes for the Property for the applicable fiscal period during which Closing takes place shall be adjusted as of the Closing Date on the basis of the most recent ascertainable assessments and rates, and shall be re-prorated as necessary. Seller shall pay the costs of any and all transfer taxes, if any.

3. With respect to those expenses to be prorated on a daily basis, the total amount of expense paid or to be paid shall be converted to a daily rate and apportioned as of the Closing date. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and, therefore, entitled to the income therefrom and responsible for the expenses thereof for the entire Closing Date. All such prorations shall be made on the basis of the actual number

of days elapsed as of the Closing Date, the actual number of days in the month, and a three hundred sixty five (365) day year.

¶3.02.E Payment of real estate commissions. Seller represents to Buyer that there are no real estate or brokerage commissions payable in connection with this sale to any party claiming through Seller, or arising out of the actions of Seller. Buyer represents to Seller that there are no real estate or brokerage commissions payable in connection with this sale to any party claiming through Buyer or arising out of actions of Buyer. Each party shall indemnify and hold the other harmless from all costs, claims, damages, or liability of any kind in connection with the breach of this representation. The representations and indemnities in this paragraph shall survive the closing or earlier termination of this Agreement.

¶3.02.F Payment of Purchase Price. Buyer agrees to pay the purchase price and its share of expenses in the manner provided in §1.03.

§3.03 Seller's Conditions Precedent. In addition to any other conditions stated herein, Seller's obligation to sell the Property is conditioned on the accomplishment of the following requirements to the satisfaction of Seller:

- (i) In its legislative discretion, the Board of County Commissioners of Washoe County must have approved this Agreement and authorized the purchase of the Property;
- (ii) All of the documents and other items required to be delivered by Buyer to Seller under this Agreement must have been delivered in form and substance reasonably satisfactory to Seller;
- (iii) Buyer must have complied with, fulfilled and performed, in all material respects, each of the covenants, terms, and conditions hereunder to the reasonable satisfaction of Seller;
- (iv) Buyer must have deposited into escrow the purchase price and its share of expenses as provided herein;
- (v) All of the representations and warranties made by Buyer in this Agreement and in any closing certificate must be true in all material respects as of Closing Date;
- (vi) No injunction or restraining order shall be in effect prohibiting the sale of the Property to Buyer;
- (vii) Since the date of the Purchase Agreement, there shall have been no material adverse change in the Property;
- (viii) Buyer agrees to existing, mapped easements and all easements reflected on the title insurance commitment. Seller shall not entertain any new or currently pending easements or encumbrances on the Property prior to the close of escrow. Any requested easements or encumbrances shall be communicated to the Buyer for negotiation following the close of escrow;
- (ix) The Representations and Warranties of the Seller shall be true and correct as of the closing date and the Seller shall have performed or complied with all covenants and shall have performed all other obligations required under

this Agreement to be performed or complied with by or as of the Closing Date;

- (x) Any and all environmental remediation of the Property shall be the sole responsibility of the Buyer; and
- (xi) Prior to close of escrow, Washoe County staff will provide RHA with a list of County owned land suitable for affordable housing development.

Seller may waive any of the foregoing conditions and close the sale, provided that, if Seller shall have knowledge as of the Closing Date that any of the foregoing conditions, or any representations or warranties of Buyer contained herein or in any closing documents delivered in connection herewith are false or inaccurate, then Buyer shall not have any liability or obligation respecting such unsatisfied condition or such false or inaccurate representations or warranties (and any indemnification right or cause of action resulting therefrom shall terminate upon the Closing Date).

§3.04 Buyer's Conditions Precedent. Buyer's obligation to purchase the Property is conditioned on the accomplishment of the following requirements to Buyer's satisfaction:

- (i) The acquisition must be authorized and meet all the conditions of Nevada law, including appraisal under NRS 244.275;
- (ii) Seller's governing board or other authorized official(s) must have approved this Agreement and authorized the purchase of the Property.
- (iii) Seller must have complied with, fulfilled and performed, in all material respects, each of the covenants, terms, and conditions hereunder to the reasonable satisfaction of Buyer;
- (iv) All of the Representations and Warranties made by Seller in this Agreement and in any closing certificate must be true in all material respects as of Closing Date; and
- (v) Seller must have delivered into escrow all deeds and supporting documentation reasonably necessary to convey marketable title to the Property being purchased hereunder.

Buyer may waive any of the foregoing conditions and close the sale, provided that, if Buyer shall have knowledge as of the Closing Date that any of the foregoing conditions, or any representations or warranties of Seller contained herein or in any closing documents delivered in connection herewith are false or inaccurate, then Seller shall not have any liability or obligation respecting such unsatisfied condition or such false or inaccurate representations or warranties (and any indemnification right or cause of action resulting therefrom shall terminate upon the Closing Date).

§3.05 Opening of Escrow; Escrow Instructions. Buyer and Seller hereby appoint the title company designated in §1.01 as Escrow Agent and shall execute escrow instructions in form and substance reasonably approved by Buyer and Seller and open escrow not later than the date indicated in §1.04. Either party or a lender may provide supplemental escrow instructions. If there is a conflict between an escrow instruction and any provision in this Agreement, this Agreement shall control.

§3.06 Indemnification. Seller and Buyer each agree to protect, defend, indemnify, save and hold harmless the other party against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, damage or liability (including reasonable attorneys' fees incurred by such indemnified party with respect thereto) of any kind or nature, by or in favor of anyone whomsoever, resulting from, arising from, or occasioned in whole or in part by the negligent act or omission by the indemnifying party, its agents, contractors, employees or representatives in, upon, or at the Property, or, in Buyer's case, as the indemnifying party, from Buyer's inspection, examination and inquiry of or on the Property. The provisions of this **Section 3.06** shall survive the Closing or termination of this Agreement for a period of two (2) years.

§3.07 **Delivery of Documents; Due Diligence; Objections; Notice to Proceed.**

¶3.07.A Document Delivery Deadline. Seller shall deliver or cause to be delivered to Buyer not later than the Closing Date all documents to be provided by Seller, as indicated in §1.05 above.

¶3.07.B Inspections. Buyer may, at Buyer's sole cost and expense, obtain a Phase II Environmental Site Assessment, provided that Buyer shall repair all damage to the Property caused by such assessment.

¶3.07.C Objections, Questions. Seller and Buyer shall meet and confer during the due diligence process and shall, to the extent practical, attempt to work out remedies for objections and requirements which may include credits or adjustments to purchase price or Seller repairs or cures from its own funds or from funds withheld in escrow.

¶3.07.D Due Diligence Deadline; Notice to Proceed. Prior to the Due Diligence Deadline specified in §1.04, Buyer shall complete its due diligence and provide to Seller a Notice to Proceed if Buyer determines, in its sole and absolute discretion, that as of the date of the notice, that conditions listed in §3.04 (i) through (v) have been met, waived or released and Buyer is ready to proceed to preclosing.

¶3.07.E. Automatic Rescission. If Buyer does not timely give Seller the Buyer's Notice to Proceed for any reason, this Agreement shall automatically be deemed rescinded under ¶6.02 except that any fees or expenses are then due and payable to Escrow Agent shall be paid by Buyer.

¶3.07.F Subsequent Actions, Disclosures. If, however, after the Buyer's Notice to Proceed is given and Seller subsequently makes a material correction, amendment to any representation or warranty or any disclosure regarding the title or condition of the Property, Buyer shall have 10 days to consider the information provided and may rescind the Notice to Proceed.

§3.08 **Seller's Representations and Warranties.** The representations and warranties included in Attachment B (the "**Representations and Warranties**") are incorporated herein as if set forth in full and are a part of this Agreement. If, prior to Closing, there occurs a material change in the condition of title or the Property or any matter addressed in the Representations and Warranties, Seller shall immediately notify Buyer as to the change, and to offer to extend the deadlines herein to give Buyer a reasonable opportunity to evaluate the change. The Representations and Warranties survive the termination of this Agreement but only with respect

to circumstances and conditions that existed on Closing, provided that, if Buyer shall have knowledge as of the Closing Date that any of the Representations or Warranties of Seller are false or inaccurate, then Seller shall not have any liability or obligation respecting such false or inaccurate Representations or Warranties (and any indemnification right or cause of action resulting therefrom shall terminate upon the Closing Date).

EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS AS SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT DELIVERED AT CLOSING, SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WARRANTIES OF HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES WITH RESPECT TO: THE PROPERTY; DEFECTS CAUSED BY ACTS OF THE ORIGINAL SELLER OR DEVELOPER OF THE PROPERTY, OR ANY SUPPLIER, CONTRACTOR, SUBCONTRACTOR, OR MATERIALMAN; OR MATTERS PERTAINING TO ZONING, LAND VALUE, OR GOVERNMENTAL APPROVALS.

§3.09 Title and Property Requirements

¶3.09.A Title and title Insurance.

1. Title to be Delivered. Upon closing, Seller shall deliver marketable title in fee simple (unless otherwise agreed in §1.02) to Buyer free of all encumbrances, liens, conditions, reversionary rights or other exceptions to or defects in title except the Permitted Exceptions agreed upon in this Agreement or the Escrow Instructions. This provision survives closing and does not merge with the Deed.

2. Title Commitment. Buyer has received and reviewed a title insurance commitment.

3. Title Insurance. Seller shall cause Escrow Agent to provide to Buyer the Title Policy as defined herein, and shall provide Escrow Agent with Escrow Instructions or supplemental escrow instructions confirming the same.

¶3.09.B Survey. An ALTA survey is not required.

¶3.09.C Inspections and Investigations. Buyer has completed and received any and all inspections of the Property it desires in accordance with §3.09.F below.

¶3.09.D Access to Property, walk through inspections; Buyer indemnifications. Seller shall grant access to the Property to Buyer and all contractors of Buyer at any reasonable time and upon reasonable notice and Buyer agrees not to unreasonably interfere with the operations of the Property.

¶3.09.E Closing Certificate. Buyer may require Seller to provide a closing certificate indicating the truth and completeness of all Representations and Warranties as of the Closing.

¶3.09.F Condition of Property at closing; AS IS. Upon the Closing, Buyer shall be deemed to have acknowledged that Seller has provided Buyer sufficient opportunity to make such independent factual, physical and legal examinations and inquiries as Buyer deems necessary and desirable with respect to the Property and the transaction contemplated by this Agreement and that Buyer has approved the Property in all respects. The following provisions shall thereupon be applicable and shall survive the Closing or termination of this Agreement:

(a) Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that, except as otherwise expressly represented, warranted and/or covenanted in this Agreement or in any documents delivered at Closing, (i) Buyer is purchasing the Property in its existing condition “**AS IS, WHERE IS, AND WITH ALL FAULTS**” with respect to all facts, circumstances, conditions and defects; (ii) Seller has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Buyer for same; (iii) Seller has specifically bargained for the assumption by Buyer of all responsibility to inspect and investigate the Property and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof; (iv) Buyer has undertaken all such inspections and investigations of the Property as Buyer deems necessary or appropriate under the circumstances as to the condition of the Property and the suitability of the Property for Buyer's intended use, and based upon same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property.

§3.10 Risk of Loss; Condemnation, damage or destruction.

¶3.10.A Eminent Domain.

1. If proceedings under power of eminent domain are commenced before the Closing Deadline to take any portion of the Property, Seller shall promptly inform Buyer and Buyer may rescind this Agreement in accordance with ¶6.02.A at any time before Closing.

2. If Buyer chooses to go forward with the acquisition, unless otherwise agreed, Buyer may appear in any eminent domain proceedings and the parties shall proceed to closing upon the original terms stated herein and Buyer shall be paid all eminent domain proceeds, except relocation benefits.

¶3.10.B Property Damage or Destruction.

Seller shall bear the risk of loss or damage by casualty (including but not limited to fire, earthquake, landslide, flood, and explosion) to the Property until Closing. If, before closing, all or any portion is damaged or destroyed by casualty, Seller shall immediately notify Buyer. If the destruction of the Property is “material” Buyer may rescind this Agreement. Destruction is “material” if (i) the property is no longer suitable for Buyer’s intended use, or (ii)

as damaged, the Property would be a nuisance or pose danger to adjacent property owners or persons who go on the Property.

¶3.10.C Forfeiture. If at any time before Closing an action is commenced to take all or a portion of the Property by forfeiture, Buyer may rescind this Agreement.

¶3.10.D To the extent that the above provisions are inconsistent with the Uniform Vendor and Purchaser Act (NRS 113.030 – 113.050), they are intended to replace the provisions of the Act.

§3.11 Preclosing. Not later than close of business of Escrow Agent on the Preclosing Deadline specified above: (i) Buyer and Seller shall have duly executed and delivered to each other or to the Escrow Agent all the documents required or contemplated by this Agreement, including closing certificates, and each receiving party shall have reviewed and approved the document; (ii) all documents necessary to accomplish any financing of the sale shall have been delivered and approved by the parties; (iii) Escrow Agent shall prepare and deliver to both parties a settlement statement indicating funds received or to be received and allocating such funds to payments to the parties, taxes, assessments, closing expenses, and both parties must approve the settlement statement; and (iv) Seller shall have delivered all documents or agreements reasonably required by the Escrow Agent to insure title to extent requested by Buyer, provided that no such document shall impose additional obligations or liability on Seller beyond the terms and conditions of this Agreement; (v) Escrow Agent shall be irrevocably committed to issue or cause to be issued the Title Policy; and (vi) the parties shall have inspected all documents presented to them and determined their suitability. At preclosing, the parties shall instruct the Escrow Agent whether or not to close the escrow. If preclosing is not accomplished, the foregoing actions shall be accomplished at closing.

§3.12 Closing

¶3.12.A Closing Conditions. Escrow shall not close until all conditions and provisions stated in § 3.03 shall have been met, waived or reserved to Seller's satisfaction and in §3.04 shall have been met, waived, or reserved to the Buyer's satisfaction, and all preclosing requirements in §3.11 shall have occurred.

¶3.12.B Closing. Closing shall occur on the Closing Deadline or other date agreed upon by the parties or appropriate under the circumstances. Closing shall occur at the offices of Escrow Agent. When all conditions of closing have been met: (i) Buyer and Seller shall execute and deliver to Escrow Agent all documents required under this Agreement to effectuate the transfer of the Property from Seller to Buyer; (ii) Buyer and Seller shall deliver into escrow in collected funds the purchase price and all funds necessary to close the sale; (iii) the Escrow Agent shall record and distribute all documents as provided in the Escrow Instructions; and (iv) Escrow Agent shall disburse all funds as provided in the Escrow Instructions and settlement statements approved by both parties. When all the foregoing events have been completed, "Closing" shall have occurred.

§ 3.13 Delays in escrow; failure to close.

¶3.13.A Escrow Agent Delays. Provided that Buyer and Seller shall have accomplished all that has been required of them as indicated in this Agreement, a delay in the settlement or closing caused by Escrow Agent or factors beyond the control of Seller, Buyer or Escrow Agent shall not be considered as a default by Buyer or Seller, and the Closing Deadline shall automatically be extended for a reasonable period of time, not to exceed 60 days, to close. If escrow does not close within 60 days from the Closing Deadline through no fault of either Seller or Buyer, this agreement shall be deemed automatically rescinded under §6.02.A.

¶3.13.B Failure to close. Except as provided next above, if closing does not occur by the Closing Deadline due to the default, actions or inactions of Buyer, Seller may either rescind this agreement under §6.02, or terminate under §6.04.

§3.14 Delivery of Property on closing; title and condition requirements.

¶3.14.A Delivery of Possession. Upon closing, Seller shall deliver possession of the Property on the “delivery of possession deadline” set forth in §1.04 above, together with all keys, codes, and documents necessary for Buyer to obtain and permanently enjoy full exclusive possession and title to the Property.

¶3.14.B Personal Property. Seller shall have no obligation to remove any personal property from the Real Property. Unless otherwise agreed, all personal property left on the Property on the Delivery of possession deadline shall be presumed to be part of the sale, and title shall pass to Buyer.

§3.15 Absolute Deadline; Automatic Termination. Notwithstanding any other provision in this Agreement, if escrow does not close and if Property is not delivered by the Closing Deadline specified in §1.04 above, for any reason, this Agreement automatically terminates under ¶6.02.B. The parties may agree, in writing, to extend the Closing Deadline.

Art. 5 BUYERS WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS.

§5.01 General. Buyer represents and warrants as follows, and agrees that these representations and warranties survive the termination of this agreement.

- (i) That Buyer is a political subdivision of the State of Nevada.
- (ii) Each person who signs this Agreement as a representative of Buyer by signing below, individually warrants and represents to Seller that he or she has taken all steps obtain the actual authority to execute this agreement and all documents necessary to carry out its purposes and therefore is duly authorized to execute this agreement, and that his or her signature constitutes a binding agreement on the Buyer.
- (iii) Neither the execution of this Agreement nor the consummation of the transactions contemplated herein will constitute a breach or violation under any contract or agreement to which Buyer is a party or, to Buyer’s

- actual knowledge, by which Buyer is bound or affected.
- (iv) To Buyer's knowledge, there are no actions, suits, arbitrations, claims, attachments or other proceedings, pending or threatened against Buyer that would materially and adversely affect Buyer's ability to perform its obligations under this Agreement.

Art. 6 RESCISSION, TERMINATION, DEFAULT & REMEDIES.

§6.01 Notice and Opportunity to cure.

¶6.01.A Notice. If a party believes that a breach, default or failure of a condition precedent under this Agreement has occurred (hereafter referred to as an "offense"), before rescinding or terminating this Agreement, the party shall give written notice to the other party of the offense and what would be required to cure the offense.

¶6.01.B Cure period. The curing party shall have ten working days to cure the offense. If the curing party has commenced and is diligently pursuing a cure for the offense, the parties may agree to an extension of the cure period.

¶6.01.C Review period. The notifying party shall have ten working days to review the cure and provide notice of acceptance or non-acceptance of the cure.

¶6.01.D Extension of Deadline. If the cure period or review period as provided above extends beyond the Due Diligence, Preclosing or Closing Deadline, such deadline shall be automatically extended to the end of the review period.

§6.02 Rescission, Termination of Agreement.

¶6.02.A Rescission Upon first giving notice and opportunity to cure as provided in §6.01, a party may rescind this Agreement as specifically permitted by the terms of this Agreement. A party shall provide a written notice of rescission to the other party as provided in §7.04 and to the Escrow Agent. In the event of a rescission or automatic rescission (as provided herein), unless otherwise specified herein or agreed in writing, (i) all future or executory obligations are discharged; (ii) each party shall bear its own expenses; (iii) if there are any escrow fees due at the time of the rescission, the rescinding party shall pay them, or if the rescission is automatic, escrow fees and costs shall be paid as allocated in §1.03 above; (iv) unless otherwise provided herein, all funds deposited in escrow shall be returned to the party that paid the funds; and (v) neither party shall be further liable or obligated to the other as if this Agreement never existed.

¶6.02.B Termination. Upon first giving notice and an opportunity to cure as provided in §6.01, a party may terminate this Agreement if there is a default by the other party by providing written notice in the manner prescribed in §7.04 if the defaulting party fails to cure the default as required in §6.01.B above. Except as may otherwise be provided herein, in the event of an automatic termination, as provided herein, or a termination of this Agreement by a party as a result of a default by the other party (i) each party shall bear its own expenses; (ii) if there are any escrow fees due at the time of the rescission, such fees shall be paid in accordance with the agreement in

§1.03; (iii) in the event of a Buyer default, the Deposit shall be released to Seller, and, unless otherwise provided herein, all other funds deposited in escrow shall be returned to the party that paid the funds, provided, however, that if there is a dispute regarding who is entitled to the funds, the parties may agree (without prejudice to any remedies or allegations) to have the Escrow Agent to hold the funds in dispute until joint instructions are executed and delivered to Escrow Agent, or Escrow Agent may interplead the funds in dispute (less reasonable attorneys' fees and costs of the interpleader); (iv) the parties shall have no further obligations or liabilities to each other except those provisions herein which are expressly agreed upon to survive the termination hereof; and (v) parties may pursue remedies due to default or pre-termination obligations.

§6.03 Default or breach by Seller. If Seller breaches or fails to perform any obligation herein or there occurs a breach of any Representation or Warranty or other terms of this Agreement by Seller, Buyer shall first give notice and opportunity to cure as provided in §6.01 and if the offense is not cured within the time frame therein may pursue any of the following remedies: (i) terminate this Agreement under §6.02.B, (ii) bring an action for actual out-of-pocket damages, not to exceed the amount of the Deposit, (iii) pursue an action for specific performance within ninety (90) days after expiration of the applicable cure period.

§6.04 Default by Buyer. If Buyer breaches or fails to perform any obligation herein or there occurs a breach of any Buyer representation or warranty or other terms of this Agreement by Buyer, Seller shall first give notice and opportunity to cure as provided in §6.01 and if the offense is not cured within the time frame therein, BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT, IN SUCH EVENT, SELLER WILL SUFFER DAMAGES IN AN AMOUNT WHICH WILL, DUE TO THE SPECIAL NATURE OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THE SPECIAL NATURE OF THE NEGOTIATIONS WHICH PRECEDED THIS AGREEMENT, BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ASCERTAIN. IN ADDITION, BUYER WISHES TO HAVE A LIMITATION PLACED UPON THE POTENTIAL LIABILITY OF BUYER TO SELLER IN THE EVENT THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO A BUYER DEFAULT, AND WISHES TO INDUCE SELLER TO WAIVE OTHER REMEDIES WHICH SELLER MAY HAVE IN THE EVENT OF A BUYER DEFAULT. BUYER AND SELLER, AFTER DUE NEGOTIATION, HEREBY ACKNOWLEDGE AND AGREE THAT THE AMOUNT OF THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL SUSTAIN IN THE EVENT OF SUCH BUYER DEFAULT PRIOR TO THE CLOSING. BUYER AND SELLER HEREBY AGREE THAT SELLER MAY, IN THE EVENT OF A BUYER DEFAULT BEYOND ANY APPLICABLE NOTICE AND CURE PERIOD, TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO BUYER AND ESCROW HOLDER, CANCEL THE ESCROW AND RECEIVE THE DEPOSIT AS LIQUIDATED DAMAGES AND ESCROW HOLDER SHALL IMMEDIATELY DELIVER THE DEPOSIT TO SELLER. SUCH RETENTION OF THE DEPOSIT BY SELLER IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER AND SHALL NOT BE DEEMED TO CONSTITUTE A FORFEITURE OR PENALTY. NOTWITHSTANDING THE FOREGOING, SELLER EXPRESSLY RESERVES ALL RIGHTS TO INDEMNIFICATION WHICH MAY ARISE HEREIN, AND THE RIGHT TO RECOVER SELLER'S ATTORNEYS' FEES IN ACCORDANCE WITH §7.12. SELLER'S RIGHTS AND BUYER'S OBLIGATIONS UNDER THIS §6.04 SHALL SURVIVE THE CLOSE OF ESCROW AND DELIVERY OF THE DEED.

BUYER AGREES TO EXECUTE ESCROW INSTRUCTIONS TO RELEASE THE DEPOSIT TO SELLER.

Seller's Initials: _____

Buyer's Initials: _____

§6.05 Waivers Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or pursue any remedies. Waivers are binding on a party only if expressed in writing signed by an authorized officer of the waiving party.

§6.06 Remedies cumulative. Except as otherwise expressly provided in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by a party of any one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party as provided in this Agreement or applicable law.

Art. 7 GENERAL TERMS.

§7.01 Time frames and deadlines: The parties agree to accomplish the actions within the time frames or deadlines stated above. Time is of the essence in the performance of the obligations in this Agreement. Unless otherwise specified: (i) the term "days" means calendar days (ii) if a deadline falls on a weekend or holiday, then performance is due on the next following business day of the recipient of the performance, and (iii) performance is due by 5 p.m. on the day of deadline.

§7.02 Assignment, binding effect. No rights may be assigned or duties delegated hereunder by any party without the consent of the other party. Subject to the foregoing, this Agreement shall be binding on the heirs, successors, trustees, representatives and permitted assigns of the parties.

§7.03 Standards for approvals; Further acts and assurances.

¶7.03.A Unless otherwise specified (such as with the words "sole discretion") wherever this Agreement requires the approval of a party, or any of a party's officers, agents or employees, such approval shall not be unreasonably withheld delayed or conditioned.

¶7.03.B The Board of County Commissioners of Washoe County is a governmental body whose decisions are legislative functions that may be subject to public hearings and input, and, except as otherwise provided herein, shall have sole and absolute discretion to approve or disapprove any matter submitted to them provided, however, that decisions are not procured by fraud or bribery.

¶7.03.C Each party agrees to take all reasonable actions and enter into, execute and deliver all documents reasonably required by the other party to document and accomplish the sale as contemplated herein and carry out the terms of this Agreement. This provision survives the termination of this Agreement.

§7.04 Notices. Notices hereunder must be in writing which shall be mailed or personally delivered to each party at the address specified above. Notice is deemed received by the other party when (i) actually received if sent by first class mail or personally delivered, or (ii) three business days after delivered to and accepted by the U.S. Postal Service if sent by certified or registered mail. Failure to provide the copies of notices as set forth herein does not affect the validity of notices to parties.

§7.05 Severability; no merger with deed. In the event that any word, clause, or provision herein is declared by a court of competent jurisdiction to be invalid, unenforceable, or contrary to public policy, then such offending provision shall be deemed, from the very beginning, to have been modified to the extent to bring it within the limits of validity or enforceability. If, however, such offending provision cannot be so modified, then it shall be severed from this agreement. In either event (modification or severance), all remaining words, phrases, clauses and provisions herein remain fully enforceable. This Agreement does not merge with any deed or other conveyance of any portion of the Property.

§7.06 Applicable law; jurisdiction. The interpretation and enforcement of this agreement shall be governed by the laws of Nevada. Actions to enforce this Agreement shall be brought in the Second Judicial District Court in and for Washoe County, Nevada.

§7.08 Counterparts. This Agreement may be executed in counterparts, and becomes binding when the last party has executed its counterpart and delivered an original signature page to the other.

§7.09 Recording. This Agreement shall not be recorded. If desired by any party, a notice of agreement describing the Property and indicating that it is the subject of a purchase agreement and where a copy may be obtained shall be prepared, executed by Seller, and recorded.

§7.10 Interpretation of this Agreement.

¶7.10.A Titles and headlines of this agreement are intended for editorial convenience and are not to be construed as a part of this agreement. Any incorrect reference to a section or paragraph number shall be deemed to refer to the correct number.

¶7.10.B The word “include” or “including” is not intended as a limitation and shall be construed to include the words “but not limited to.” Unless otherwise specified, the word “herein” means anywhere in this Agreement or the attachments.

¶7.10.C Any reference to the masculine genders includes, where appropriate in the context, the feminine gender. Any term in the singular includes, where appropriate in the context, the plural. Any reference to a document or law includes any amendments and modifications.

¶7.10.D The Parties hereto were each advised by counsel in drafting and negotiating this agreement, and each Party contributed to its contents. No presumptions against or in favor of any party are appropriate based on who drafted this Agreement or any provision herein.

§7.11 Entire Agreement; effective date; modification; authorized parties.

¶7.11.A Effective Date. This Agreement shall be effective on the date it is duly executed by all of the parties.

¶7.11.B Entire Agreement. The parties agree that this Agreement, together with its attachments, contains the entire agreement of the parties and supersedes any written or oral representations, promises, warranties, or other undertakings regarding the Property or its sale.

¶7.11.C Modification. This agreement may not be modified or amended and no waivers are effective unless expressed in writing and duly signed by the party to be bound by the modification, amendment or waiver.

¶7.11.D Authorized Parties. The “Authorized Party” designated above shall have the authority to execute all deeds, escrow instructions, notices and other instruments necessary to effectuate the purposes of this Agreement, and to accept all performances, enter into all modifications or amendments to this Agreement.

§7.12 Attorneys’ Fees. If any legal action or any arbitration or other proceeding is brought or if an attorney is retained for the enforcement of this Agreement or any portion thereof, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other reimbursement for the reasonable fees of attorneys and other costs (including court costs and witness fees) incurred by it, in addition to any other relief to which it may be entitled. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment. The provisions of this Section shall survive the Close of Escrow or the earlier termination of this Agreement.

Attachments

- A Property Description
- B Representations and Warranties

EXECUTED on the dates indicated on the attached Counterpart signature pages.

/////////////////////////////////Nothing follows on this page////////////////////////////////

Real Property Purchase and Sale Agreement

Counterpart Signature Page

Seller

RENO HOUSING AUTHORITY,
a municipal corporation under Nevada Revised Statute Chapter 315

By: _____ Date _____
Heidi McKendree
Its: Interim Executive Director

Real Property Purchase and Sale Agreement

Counterpart Signature Page

Buyer

Vaughn Hartung, Chairman,
Board of County Commissioners,
Washoe County, Nevada

Date _____

Attest:

By _____ Date _____
Janis Galassini, Washoe County Clerk

19163229_v3

**ATTACHMENT A
PROPERTY LEGAL DESCRIPTION**

PARCEL 1

A portion of Parcel B as shown on Parcel Map No. 3372, filed as Document No. 2224336 on June 25, 1998 in the Official Records of the office of the County Recorder, Washoe County, Nevada together with a portion of Parcel 1 as shown on Record of Survey Map No. 5736, filed as Document No. 4588609 on May 18, 2016 in the Official Records of the office of the County Recorder, Washoe County, Nevada. Said portions are situate within the southeast 1/4 of Section 1 and the northeast 1/4 of Section 12, Township 19 north, Range 19 east, M.D.M. being more particularly described as follows:

Beginning at the southwest corner of said Parcel 1 as shown on Record of Survey Map no. 5736 as marked by a 5/8" rebar with a plastic cap (Illegible);

Thence on the westerly boundary of said Parcel 1 North $0^{\circ}15'12''$ East, 196.87' to the beginning of a tangent curve to the right;

Thence, continuing on said westerly boundary, on said curve, concave southeasterly, having a radius of 87.00 feet, a central angle of $61^{\circ}59'43''$, an arc distance of 94.14 feet, and a chord bearing North $31^{\circ}15'04''$ East, 89.61 feet;

Thence, continuing on the northwesterly boundary of said Parcel 1, on a tangent bearing from the previous curve, North $62^{\circ}14'55''$ East, 386.84 feet;

Thence, continuing on the northerly boundary of said Parcel 1, South $89^{\circ}15'05''$ East, 155.53 feet;

Thence, leaving said northerly boundary, South $0^{\circ}15'43''$ West, 453.98 feet to the southerly boundary of said parcel B as shown on Parcel Map No 3372;

Thence, on the southerly boundary of said Parcel B and the southerly boundary of said Parcel 1, North $89^{\circ}44'48''$ West, 543.15 feet to the Point of Beginning having an area of 4.75 acres, more or less.

The Basis of Bearing for this description is the Nevada Coordinate System of 1983, West Zone as established by GPS observations.

Prepared by:

Jon B. Loder, PLS 10842
Farr West Engineering
5510 Longley Lane, Reno, NV 89511
(775)851-4788



4/30/21

ATTACHMENT B
SELLER'S REPRESENTATIONS AND WARRANTIES

Seller hereby agrees, represents and warrants that, to its actual knowledge, without any duty of inquiry or investigation:

- (i) There are no contracts of sale, installment sale contracts, or options for the sale of the Property or any part of the Property to which Seller is a party and which remain in effect, except to Buyer;
- (ii) Seller has no knowledge of any mechanics liens against the Property caused or suffered by Seller;
- (iii) There are not presently any threatened or pending actions, suits or proceedings against or affecting the Property or the interest of Seller in the Property;
- (iv) There are not presently any threatened or pending condemnation, eminent domain, or similar proceedings affecting the Property;
- (v) Seller has not received any notice from any governmental authority of any threatened or pending zoning, building, fire, environmental or health code violations or violations of other governmental regulations concerning the Property that have not previously been disclosed to Buyer; and
- (vi) Seller is the owner of the Property and has the right, title and interest to transfer the same to the Buyer on the terms and conditions set forth in the Agreement.