

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 of the City of Reno, (“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, Reno Housing Authority 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, the Reno Housing Authority 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	
Personal Property	
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.
Security Deposits	Buyer shall pay the Seller One Hundred Fifty Thousand Dollars (\$150,000) to be placed in Escrow within five (5) days of execution of Purchase and Sale Agreement. Deposit shall become non-refundable to the Seller once placed in Escrow. Non-refundability is subject to the following two conditions precedent: (1) the property has adequately appraised under NRS 244.275, (2) and Buyer has elected to go forward with the purchase after completion of a Level II Environmental Assessment on the property. Deposit shall be credited against the Purchase Price upon close of Escrow.
Title &	Fee simple to be conveyed by grant, bargain and sale deed;

Title Insurance [¶3.09.A]	
Permitted Exceptions to Title [¶3.09.A]	
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]	None	
Allocation of Closing Costs [¶3.02.D]	Title Report	Paid by Buyer
	Title Insurance	Paid by Seller
	Survey	Paid by Seller
	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	Paid by Seller
	Rents	None.
	Security Deposits	\$150,000
	Advance utility payments	None.
Association Fees, Common Area Maintenance Fees	None.	
Operating Expenses	Pro-rated by days	
Escrow Agent Fees	Split 50/50 between Buyer and Seller	
Recording Fees	Paid by Buyer	
Payment	Payment shall be made as provided in the Escrow Instructions.	

[¶3.02.F]	
Rent to Hold Compensation [¶4.02.A]	None.

§1.04 Schedule

Escrow Opens [§3.05]	May 25, 2022
Document Delivery Deadline [¶3.07.A]	May 25, 2022
Due Diligence Deadline; Notice to Proceed [¶3.07.D]	June 6, 2022 (unless more time is required for appraisal and Level II Environmental Assessment)
Preclosing Deadline [§3.11]	June 30, 2022
Closing Deadline [§3.12]	June 30, 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.

Property means all the real property and personal property described 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, improvements, contract rights, general intangibles, all easements, licenses or other rights to roads that provide access to the Properties; all plans and specifications, all permits and development rights.

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.

¶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 Prorations 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 Prorations 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.

¶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 paid the purchase price and its share of expenses as provided herein; and
- (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 Transaction.
- (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. 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 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.

- (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 or may close the sale without waiving a condition and seek remedies for breach as provided in §6.04

§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 performed all of its requirements under this Agreement;
- (iv) All of Seller's representations and warranties must remain true and complete as of Closing; and
- (v) Seller must have delivered into escrow all deeds and supporting documentation necessary to convey complete, marketable and insurable title to all real and personal property being purchased hereunder.
- (vi) Buyer must have received a Level II Environmental Assessment and elected to go forward with the purchase.

Buyer may waive any of the foregoing conditions or may close the sale without waiving a condition and seek remedies for breach as provided in §6.03

§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 substantially 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 unless the escrow instructions are signed by both parties, in which case, the conflicting provisions in the escrow instructions shall be deemed to be a modification to this Agreement.

§3.06 Indemnification. The parties shall protect, defend, indemnify, save and hold harmless each other against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, damage or liability (including attorneys' fees incurred by a 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 any act or omission by the other party, its agents, contractors, employees, representatives or invitees in, upon, or at the Property, or 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. Washoe County (Buyer) will not waive and intends to

assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.

§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 “Document Delivery Deadline” all documents indicated in §1.05 above and as otherwise required herein. If any such document comes into existence or becomes available after the Document Delivery Deadline, Seller shall immediately deliver such document to Buyer and offer to extend the Due Diligence Deadline to give Buyer a reasonable opportunity to examine and document and raise objections.

¶3.07.B Inspections. Phase II Environmental Site 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 (vi) 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 correction, amendment to any representation or warranty or any disclosure regarding the title or condition of the property, or delivers any document required to be delivered to Buyer, 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 are incorporated herein as if set forth in full and are a part of this Agreement. If, prior to Closing, there occurs a 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.

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, insurable and complete title in fee simple absolute (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 those 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 insurance in the amount of the purchase price as indicated in the Escrow Instructions or supplemental escrow instructions.

¶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.

¶3.09.E Zoning and Building Permits. Seller shall provide a copy of all special use permits, conditional map approvals, planned development handbooks, development agreements, and correspondence with the zoning authority regarding permitted uses of the land and/or regulatory restrictions. Seller shall also provide a copy of all certificates of occupancy, building

permits, agreements and decisions relating any improvements. Seller shall also provide any notices of violations or other documents relating to noncompliance with zoning or building codes. Buyer must be satisfied that the intended use of the Property is permitted under current zoning and building code laws or that there is a reasonable prospect that such codes may be amended to permit the intended use.

¶3.09.G 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.J Closing Certificate. Buyer may require Seller to provide a closing certificate indicating the truth and completeness of all representations and warranties and providing updated information about the Property as of the Closing.

¶3.09.K 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; and

§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 and Seller shall immediately take steps to protect and preserve the remaining Property. 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 listed in the Escrow Instructions or otherwise required or contemplated by this Agreement, including closing certificates and counsel opinions, 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 required by the Escrow Agent to insure title to extent requested by Buyer; (v) Escrow Agent shall be irrevocably committed to issue or cause to be issued the title insurance required by Buyer and Lender; and 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 listed in the Escrow Instructions or otherwise required to complete the intents and purposes of this Agreement, (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 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 Closing Date through no fault of either Seller or Buyer, this agreement shall be deemed automatically rescinded under ¶8.01.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 Date” indicated 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 Removal of Personal Property. On or before the Delivery of Possession Date, Seller shall remove all personal property belonging to Seller which is not part of the sale. Unless otherwise agreed, all personal property left on the Property on the Delivery of Possession Date 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 “Automatic Termination Date” specified in §1.04 above, for any reason, this Agreement automatically terminates under ¶6.02.B. The parties may agree to extend the Automatic Termination Date.

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.

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 if there is a material failure of a condition precedent to its obligation or as otherwise stated herein. 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. 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) unless otherwise provided herein, all 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.

¶6.03.A If, without excuse or discharge, Seller fails or refuses to deliver documents or funds into escrow as provided herein or to close escrow or otherwise sell the property to Buyer, then

upon giving notice and opportunity to cure as provided in §6.01, then, in addition to other remedies afforded herein or by law, Buyer may pursue an action for specific performance.

¶6.03.B 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 damages, (iii) pursue any other remedy afforded by applicable law without further notice or demand.

¶

§6.04 Default by Buyer.

¶6.04.A Except as provided in §6.03.B or otherwise herein, if there occurs a breach of any obligation, covenant, agreement or undertaking, representation or warranty by Buyer, Seller shall first give notice and an opportunity to cure as provided in §6.01 and thereafter may (i) terminate this agreement (ii) demand payment of any Ernest Money from the Escrow Agent; (iii) bring an action for damages and (iv) pursue any other remedy afforded by applicable law.

¶6.04.B If, without excuse or discharge, Buyer refuses or fails to deliver documents or funds into escrow as specified herein or otherwise to buy the Property, and if this Agreement provides for the retention of any Ernest Money Deposits as liquidated damages, Seller shall, after giving notice and opportunity to cure as provided in §6.01, terminate this Agreement and demand payment of the Ernest Money Deposit from the Escrow Agent and upon receipt shall have no further recourse or remedy. Buyer agrees to execute escrow instructions to release the Ernest Money to Seller.

§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. If a specific timing provision (e.g. ten days to review title report) would expire beyond the Due Diligence Deadline, the parties may agree to extend the Due Diligence Deadline to accommodate performance.

§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.

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§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.

Attachments

- A Property Description
- B Representations and Warranties

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

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

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Real Property Purchase and Sale Agreement

Counterpart Signature Page

Seller

RENO HOUSING AUTHORITY OF CITY OF RENO

By _____ Date _____

Heidi McKendree
Interim Executive Director, City of Reno Housing Authority

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Real Property Purchase and Sale Agreement

Counterpart Signature Page

Buyer

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

Date _____

Attest:

By _____
Janis Galassini, Washoe County Clerk

Date _____

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