

Hangar Sale Agreement

THIS HANGAR SALE AGREEMENT, dated as of September 18, 2025 (this “**Agreement**”), is entered into between the Reno-Tahoe Airport Authority (“**Seller**”), and Washoe County on behalf of the Washoe County Sheriff’s Office (“**Buyer**,” and together with Seller, the “**Parties**,” and each, a “**Party**”).

WHEREAS, Seller is a quasi-municipal corporation, created by special act of the Nevada Legislature, that is responsible by law for the acquisition, operation and financing of airports and related facilities for a public and governmental purpose and as a matter of public necessity, and thus operates and maintains the Reno-Tahoe International Airport and the Reno-Stead Airport, each located in Washoe County, Nevada;

WHEREAS, Buyer is the law enforcement agency under the supervision of the Washoe County responsible for among other duties keeping and preserving peace and conducting searches and rescues in Washoe County, Nevada; and

WHEREAS, Buyer currently utilizes a hangar owned the City of Reno at the Reno-Stead Airport (“**RTS**”), through which Buyer operates rotary-wing assets for its Search and Rescue Unit; and

WHEREAS, Seller owns that certain hangar at RTS located at 14501 Mt. Anderson Street, Reno, Nevada 89506, consisting of approximately 39,600 square feet of combined hangar and office space and known as Hangar 5 as more particularly described and depicted on Exhibit A attached hereto and incorporated by reference herein (the “**Hangar**”); and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Hangar for Buyer to support its Search and Rescue Unit.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Sale of Hangar. Seller shall sell to Buyer and Buyer shall purchase from Seller the Hangar at the Price, as hereinafter defined, upon the terms and conditions set forth in this Agreement (the “**Sale Transaction**”).

2. Closing. The closing of the Sale Transaction (the “**Closing**”) shall be by electronic transmission, on or before September 30, 2025 or as otherwise agreed by the Parties (the “**Closing Date**”). To evidence the Sale Transaction, Seller shall execute and deliver a Bill of Sale in the form attached hereto as Exhibit C (the “**Bill of Sale**”). The price for the Hangar (the “**Price**”) shall be as set forth on Exhibit B attached hereto. On the Closing Date, the Bill of Sale shall be held by Seller until confirmation of payment of the Price. Buyer shall pay the Price on the Closing Date by wire transfer in immediately available US funds using the wire transfer instructions set forth on Exhibit D attached hereto.

3. Delivery.

(a) Seller shall make the Hangar available to Buyer on the Closing Date, said delivery to include provision of all keys for the Hangar.

4. Seller and Buyer Representations and Warranties.

(a) Seller is a quasi-municipal corporation, duly organized, validly existing, and in good standing under the laws of the State of Nevada and has the power and authority to enter into this Agreement and the Bill of Sale and to perform the transactions contemplated thereby.

(b) Seller is the sole owner of the Hangar and has good and valid title to the Hangar, free and clear of all liens, security interests, or other encumbrances.

(c) Buyer is a local government agency, duly organized, validly existing, and in good standing under the laws of State of Nevada and has the power and authority to enter into this Agreement and to perform the transactions contemplated hereby.

(d) Buyer has inspected the Hangar and, in entering into this Agreement and in its evaluation and acceptance of the Hangar, is relying only on such inspection, and has not relied on any representation or warranty of Seller other than any representation or warranty expressly made in this Agreement.

5. Title and Risk of Loss. Title and risk of loss pass to Buyer upon Closing.

6. Price. Buyer shall purchase the Hangar from Seller at the Price. The Price is exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that Buyer shall not be responsible as it relates to the Sales Transaction, for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, or real or personal property or other assets.

7. No Setoff. Buyer shall not, and acknowledges that it will not, have any right under this Agreement or applicable law to withhold, offset, recoup, or debit any amounts owed (or to become due and owing) by Seller whether under this Agreement, applicable law, or otherwise and whether relating to Seller's breach or non-performance of this Agreement or any other agreement between Buyer and Seller, against any amount owed (or to become due and owing) by Buyer to Seller.

8. Disclaimer of Warranties by Seller. **THE HANGAR IS PURCHASED BY BUYER "AS IS" AND "WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT" AND THE HANGAR IS USED, PRE-OWNED, AND IS LIKELY TO HAVE DEFECTS. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 4 HEREOF AND WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMER SET OUT IN THE FIRST SENTENCE OF THIS SECTION 8, SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE HANGAR, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

9. Limitation of Liability and Indemnification. The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes or other legal defenses available by law. Contractual liability of both parties shall not be subject to punitive and/or consequential damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

10. Compliance with Law. Buyer is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Buyer has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

11. Termination. In addition to any remedies that may be provided in this Agreement, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for thirty (30) days after Buyer's receipt of written notice of nonpayment; or (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part. The termination of this Agreement pursuant to this Section 1 shall not release Buyer from any obligation or liability to Seller that has already accrued hereunder. Seller shall not be liable to Buyer for any damage of any kind (whether direct or indirect) that Buyer may incur by reason of the termination of this Agreement.

12. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

13. Survival. Subject to the limitations and other provisions of this Agreement, Section 11 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

14. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the Parties at their respective address set forth below (or to such other address as the Parties may designate from time to time in accordance with this Section 14). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the notice has complied with the requirements of this Section.

SELLER

President/CEO
Reno-Tahoe Airport Authority
P.O. Box 12490
Reno, NV 89510-2490

BUYER

Darin Balaam, Sheriff
Washoe County Sheriff's Office 911 Parr Blvd.
Reno, Nevada 89512

15. Severability. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

16. Amendments. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized representative of each Party.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment. Buyer shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Seller. Any purported assignment, transfer, delegation, or subcontract in violation of this Section shall be null and void. No assignment, transfer, delegation, or subcontract shall relieve Buyer of any of its obligations hereunder. Seller may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations under this Agreement without Buyer's prior consent.

19. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other individual or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Counterparts; Electronic Signature. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one

and the same agreement. Notwithstanding anything to the contrary in Section 14, a signed copy of this Agreement delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement may be executed by the manual or electronic signature of a Party.

22. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns or power outages or shortages; and (i) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice promptly of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive calendar days following written notice given by it under this Section 22, either Party may thereafter terminate this Agreement upon fourteen (14) days' written notice.

23. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

RENO-TAHOE AIRPORT AUTHORITY

By_____

Name: Daren Griffin

Title: President/CEO

WASHOE COUNTY

By_____

Name:

Title:

ATTEST

Washoe County Clerk

Date

EXHIBITS

EXHIBIT A

DEPICTION AND DESCRIPTION OF THE HANGAR

National Championship
Air Races

Live traffic ▼

Fast  Slow



Measure distance

Click on the map to add to your path

Total area: 19,833.80 ft² (1,842.62 m²)

Total distance: 668.96 ft (203.90 m)

on St
Mt Anderson St
Mt Anderson St

Alph

EXHIBIT B

PRICE

PURCHASE PRICE

One Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$1,750,000.00)

EXHIBIT C
FORM OF BILL OF SALE

Bill of Sale

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, RENO-TAHOE AIRPORT AUTHORITY (“Authority”), a quasi-municipal corporation organized under Chapter 474, Statutes of Nevada 1977, as amended, (“**Seller**”), does hereby grant, bargain, transfer, sell, assign, convey and deliver to Washoe County on behalf of the Washoe County Sheriff’s Office (“**Buyer**”), all of its right, title, and interest in and to the Hangar, as such term is defined in the Hangar Sale Agreement, dated as of September 18, 2025 (the “**Purchase Agreement**”), by and between Seller and Buyer, to have and to hold the same unto Buyer, its successors and assigns, forever.

Buyer acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of September ____, 2025.

RENO-TAHOE AIRPORT AUTHORITY

By _____

Name: Daren Griffin

Title: President/CEO

EXHIBIT D

WIRE TRANSFER INSTRUCTIONS

WIRE INSTRUCTIONS

BUYER IS DIRECTED TO INITIATE A WIRE TRANSFER IN THE AMOUNT OF THE PRICE TO THE FOLLOWING ACCOUNT OF SELLER:

ACCOUNT NUMBER: 4159549740

LEGAL TITLE: RENO TAHOE AIRPORT AUTHORITY

ROUTING/TRANSIT NUMBER: 121000248

WIRE ABA: 121000248

SWIFT: WFBIUS6S

ACCOUNT NOTES WIRE BANK NAME/ADDRESS:

WELLS FARGO BANK N.A.
420 MONTGOMERY ST
SAN FRANCISCO, CA 94104