

Dated: 10/12/2018

SELLER'S COUNTER OFFER

No. 1

The Offer made by Buyer Board of Fire Commissioners, TMFPD

to buy the real property commonly known as: 5445 Pelham Drive, Reno, Nevada 89502

dated: October 11, 2018 is not accepted in its present form, but the following Counter Offer is hereby submitted:

- 1. Buyer to provide proof of funds for down payment prior to acceptance.
2. Page 4 line 15 to be NA.
3. Seller will not install or provide any additional appliances, window coverings, etc. All fixtures and appliances if any existing to stay.
4. Repair allowance not to exceed \$1,000.00. Any unused allowance to be credited back to the Seller.
5. Subject to clear title and cancellation of previous escrow if applicable.
6. One or more members of the selling entity holds a Nevada real estate license.

Effectiveness: Buyer's acceptance of this Counter Offer will not be effective unless and until Seller executes the final acceptance set forth below and the final accepted document is delivered to Buyer's agent.

EXPIRATION: This Counter Offer shall expire unless a copy hereof with Buyer's written acceptance is delivered to Seller or his

agent by: Date: 10/15/2018 Time: 9:00 AM

Date: 10/12/2018 Seller: Gregory L. Geiser authorized Agent for Champery Real Estate 2015, LLC

Time: 1:30 PM Seller:

The undersigned buyers hereby accept the above counter offer. Receipt of copy hereof is hereby acknowledged

BUYER'S RESPONSE: The undersigned Buyer hereby:

- X accepts the Counter Offer;
accepts the terms of this Counter Offer subject to the attached Counter Offer No. ; or
rejects the Counter Offer

Date: 10/12/2018 Buyer: Charles A. Moore

Time: Buyer:

FINAL ACCEPTANCE: The undersigned Seller hereby

- X accepts the Counter Offer; or
rejects the Counter Offer

Date: 10/12/2018 Seller: Gregory L. Geiser authorized Agent for Champery Real Estate 2015, LLC

Time: 5:59 pm Seller:

Dated: 10/12/2018

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Date: 10/12/2018 Seller Gregory L Geiser authorized Agent for Champery Real Estate 2015, LLC

Time: 1:30 PM Seller

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BUYER'S RESPONSE: The undersigned Buyer hereby:

accepts the Counter Offer;
accepts the terms of this Counter Offer subject to the attached Counter Offer No. ; or
rejects the Counter Offer

Date: Buyer

Time: Buyer

FINAL ACCEPTANCE: The undersigned Seller hereby

accepts the Counter Offer; or
rejects the Counter Offer

Date: Seller Gregory L Geiser authorized Agent for Champery Real Estate 2015, LLC

Time: Seller



RESIDENTIAL OFFER AND ACCEPTANCE AGREEMENT



1 RECEIVED FROM Board of Fire Commissioners, TMFPD,
 2 (BUYER), the amount set forth below as the EARNEST MONEY DEPOSIT on account of the PURCHASE PRICE OF
 3 \$ 499,900.00 for the real property situated in the City OR
 4 Unincorporated Area of Reno, County of Washoe, State of Nevada,
 5 commonly described as 5445 Pelham Drive,
 6 APN 05112208 (Property) legal description shall be supplied in escrow.
 7 BUYER does, does not intend to occupy the Property as a residence.
 8
 9 **EARNEST MONEY DEPOSIT (EMD)** Evidenced by Check or other _____
 10 payable to Western Title Company, held uncashed until acceptance and then deposited
 11 **within one (1) business day** of Acceptance with Sherry Baker, Western Title \$ 2,500.00
 12 Authorized escrow holder to be selected by BUYER SELLER.
 13
 14 **BALANCE OF CASH DOWN PAYMENT** (not including closing costs) \$ 497,400.00
 15 Source of down payment TMFPD Funds.
 16
 17 **CASH PURCHASE** BUYER to provide evidence, satisfactory to SELLER, of sufficient cash
 18 available to complete this purchase within 5 days of Acceptance.
 19
 20 **NEW FIRST LOAN: TYPE** Conventional FHA VA Rural Private \$ _____
 21 Fixed Rate for _____ years. Interest not to exceed _____%.
 22 Adjustable Rate for _____ years. Initial Interest not to exceed _____% maximum lifetime rate
 23 not to exceed _____%.
 24
 25 **NEW SECOND LOAN: TYPE** Conventional Private \$ _____
 26 Other _____
 27 Fixed Rate for _____ years. Interest not to exceed _____%.
 28 Adjustable Rate for _____ years. Initial Interest not to exceed _____% maximum lifetime rate
 29 not to exceed _____%.
 30
 31 **BUYER** to lock loan terms within _____ days of Acceptance or BUYER agrees to pay prevailing rates.
 32
 33 **BUYER** to pay discount points not to exceed _____. **SELLER** to pay discount points not to
 34 exceed _____. Any reduction in discount points at closing to be allocated proportionately.
 35 Loan origination fee not to exceed _____% paid by BUYER SELLER.
 36
 37 **SELLER** agrees to pay up to \$ _____ in loan fees that BUYER cannot pay pursuant
 38 to FHA or VA regulation.
 39 All remaining loan fees shall be paid as required by law, ordinance and/or regulation.
 40
 41 **OTHER** (Specify in Additional Terms and Conditions or Financing Addendum): \$ _____
 42
 43 **TOTAL PURCHASE PRICE** in the sum of (not including closing costs): \$ 499,900.00
 44
 45 **CLOSING** Close of Escrow (COE) to be on or before 11/16/2018. Unless otherwise agreed
 46 upon in writing, COE shall not change from the originally agreed upon date. The parties shall deposit, with the authorized
 47 escrow holder, all funds and instruments necessary to complete the transaction in accordance with the terms in this
 48 Agreement.

1 **DEFINITIONS** BROKER means cooperating Brokers and all Licensees. DAYS means calendar days unless otherwise
2 specified. In computing any period of time prescribed under this Agreement, the day of the event from which the designated
3 period of time begins to run shall not be included. The last day of the period so computed shall be included. BUSINESS
4 DAY means a day other than a Saturday or Sunday or a day that banks in Nevada are authorized or required by law to close.
5 ACCEPTANCE or DATE OF ACCEPTANCE means the date on which this Agreement and any other counter offers are
6 fully executed and delivered. DELIVERY or RECEIPT means personal delivery, transmission by Facsimile (Fax), electronic
7 delivery, or certified mail to BUYER, SELLER, BROKER, or other representative. In the event of Fax, delivery shall be
8 deemed to have occurred at the time noted on the confirmation sheet generated by the sender's Fax. In the event of certified
9 mail, delivery and receipt shall be deemed to have occurred three (3) days following the date of mailing evidenced by the
10 postmark on the envelope containing the delivered material. In the event of electronic delivery, delivery and receipt shall be
11 deemed to have occurred as set forth in Nevada Revised Statutes (NRS) 719.320.

12
13 **COUNTERPARTS AND SIGNATURES** BUYER and SELLER acknowledge and agree this Agreement may be
14 executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the
15 same instrument. BUYER and SELLER agree that this Agreement may be conducted by electronic delivery, and signatures
16 so transmitted shall be acceptable for all purposes. Signatures transmitted by electronic delivery shall be deemed original
17 signatures.

18
19 **CONTINGENCY SATISFIED OR WAIVED IN WRITING** All contingencies shall be satisfied according to their
20 terms within the time limits specified, expire according to the time limits specified, or be waived in writing. If BUYER
21 exercises their right to terminate this Agreement under any contingency, BUYER is not in default and is entitled to a refund
22 of the EMD, less BUYER incurred expenses. If a contingency expires, it is waived. BUYER and SELLER shall cooperate in
23 providing written waivers of those contingencies.

24
25 **LOAN APPLICATION REQUIREMENT (BUYER Initial Required)**

26 **Included** **Waived**
27 [_____/_____] [_____/_____] **Within five (5) days** of Acceptance, BUYER agrees to (1) submit a
28 completed loan application, including all documentation, to a lender of BUYER's choice, (2) furnish a pre-approval letter to
29 SELLER based upon a standard factual credit report, acceptable debt to income ratios and sufficient funds to complete the
30 transaction; and (3) authorize ordering of the appraisal. If BUYER fails to complete any of the above requirements, SELLER
31 may terminate this Agreement **within two (2) business days** of BUYER's failure.

32
33 **LOAN CONTINGENCY (BUYER Initial Required)**

34 **Included** **Waived**
35 [_____/_____] [_____/_____] Within ____ days of Acceptance, BUYER shall remove the loan
36 contingency.

37
38 BUYER consents to the lender's release of loan status and conditions of approval to SELLER and Brokers. SELLER has no
39 obligation to cooperate with BUYER's efforts to obtain any financing other than as specified in this Agreement.

40
41 **APPRAISAL CONTINGENCY (BUYER Initial Required)**

42 **Included** **Waived**
43 eam [_____/_____] [_____/_____] The Appraisal fee is to be paid by BUYER SELLER split
44 equally other _____. It is expressly agreed, notwithstanding any other provision of this Agreement,
45 BUYER shall not be obligated to complete the purchase of the Property and shall not be in default in the performance of this
46 Agreement if the appraised value of the Property (excluding closing costs) is less than the amount specified as the purchase
47 price. In the event of appraisal required repairs and BUYER and SELLER are unable to come to terms, BUYER shall not be
48 obligated to complete the purchase of the Property and shall not be in default in the performance of this Agreement. BUYER
49 shall have the option, and right of first refusal, of proceeding with the consummation of this Agreement without regard to the
50 amount of the appraised valuation.

51
52 Any required appraisal re-inspections shall be paid by BUYER SELLER split equally other _____.

53
54 **APPRAISAL CONTINGENCY REMOVAL** Within 18 days of Acceptance, BUYER shall remove the appraisal
55 contingency.

Page 2 of 10 Address 5445 Pelham Drive Reno 89502
Buyer eam and Seller _____ have read this page.

RSAR® 01/18
ROA 2/10

1 **CONTINGENT ON SALE AND CONVEYANCE OF OTHER PROPERTY**

2 This Agreement **IS NOT** contingent upon the sale and conveyance of BUYER's property;

3 **OR**

4 This Agreement **IS** contingent upon the sale and conveyance of BUYER's property described as

5 _____, **BUYER to select option A or B.**

6 A. BUYER's property is in escrow scheduled to close on or before _____. The sale of
7 BUYER's property is **not** contingent on the sale and conveyance of a third party's property.

8 **OR**

9 BUYER's property is in escrow scheduled to close on or before _____. The sale of
10 BUYER's property is contingent on the sale and conveyance of a third party's property.

11

12 B. BUYER's property is currently listed in the MLS System by a REALTOR®.

13 **OR**

14 BUYER's property shall be listed within _____ days in the MLS System by a REALTOR®.

15 If BUYER's property does not obtain an accepted offer with a scheduled closing on or before
16 _____ within _____ days of Acceptance of this Offer, then this Agreement shall
17 terminate unless BUYER and SELLER otherwise agree in writing.

18

19 SELLER shall have the right to continue to offer this Property for sale and accept written backup offers only, subject to
20 BUYER's rights under this Agreement. If escrow on BUYER's property does not close on or before _____,
21 this Agreement shall terminate unless BUYER and SELLER otherwise agree in writing.

22

23 BUYER shall provide information regarding the listing, the escrow, and related escrows for the contingent property,
24 including but not limited to, the closing date, loan status, inspections, and all additional contingencies on BUYER's property
25 within _____ days of each event. BUYER authorizes SELLER and Brokers to obtain updates on BUYER's listing or
26 escrow.

27

28 If any of the contingencies in the Contingent on Sale and Conveyance of Other Property section are not satisfied, SELLER
29 reserves the right to terminate this Agreement. If SELLER terminates this Agreement, the parties agree to cancel the escrow
30 and return the EMD to BUYER less BUYER incurred expenses.

31

32 **SELLER'S REAL PROPERTY DISCLOSURE FORM (SRPD)** SELLER shall provide BUYER, **at time of written**
33 **acceptance**, a completed **SRPD** which, by this reference, shall be incorporated into this Agreement. BUYER shall return an
34 acknowledged copy to SELLER or terminate this Agreement, in writing, **within four (4) business days of receipt**. SELLER
35 is required to disclose any new defects between the time the **SRPD** is executed and COE.

36

37 **DISCLAIMER** BUYER understands that the **SRPD** is for disclosure purposes and is not a substitute for property
38 inspections by experts including, but not limited to, engineers, geologists, architects, general contractors, specialty
39 contractors such as roofing contractors, and pest control operators. BUYER is advised to retain any experts believed
40 appropriate. BUYER understands and acknowledges Brokers cannot warrant the condition of the Property or guarantee all
41 defects have been disclosed by SELLER. BUYER and SELLER acknowledge Brokers shall not investigate the status of
42 permits, location of Property lines, code compliance or any other Property condition.

43

44 **VESTED TITLE** Title shall vest as designated in the escrow instructions.

Address 5445 Pelham Drive Reno 89502

Buyer [eam] / _____ and Seller [GA] / _____ have read this page.

RSAR® 01/18
ROA 3/10

1 **EXAMINATION OF TITLE** In addition to any encumbrances referred to in this Agreement, BUYER shall take title to
2 the Property subject to: (1) real estate taxes not yet due, and (2) Covenants, Conditions, & Restrictions (CC&Rs), rights of
3 way, and easements of record, if any, that do not materially affect the value or intended use of the Property. **Within two (2)**
4 **business days** of Acceptance, SELLER shall order a preliminary title report, and CC&Rs, if applicable. **Within five (5)**
5 **days** of BUYER's receipt of the preliminary title report and CC&Rs, BUYER's acceptance shall be delivered to SELLER's
6 Broker **within this five (5) day** period. Should BUYER object to any of the preliminary title report or CC&R's, SELLER
7 shall use due diligence to remove those objections prior to COE. If those objections cannot be removed, BUYER may elect
8 to purchase the Property, subject to the existing objections, or BUYER may elect to terminate all rights and obligations under
9 this Agreement. The EMD shall be returned to BUYER, less BUYER incurred expenses. If SELLER is unwilling or unable
10 to remove BUYER's objections, SELLER shall deliver written notification to BUYER's Broker **within ten (10) days** of
11 receipt.

12
13 **TITLE AND CLOSING COSTS**

14 BUYER SELLER split equally other _____ shall pay for a (Standard) owner's policy of title insurance.
15 BUYER SELLER split equally other _____ shall pay for a (Standard) lender's policy of title insurance.
16 BUYER is aware additional coverage policies are available. All costs associated with additional coverage policies to be paid
17 for by BUYER SELLER split equally other _____.
18 Escrow Fee to be paid by BUYER SELLER split equally other _____.
19 Transfer Tax(es) to be paid by BUYER SELLER split equally other _____.
20 All remaining closing costs shall be paid in the customary manner as required by law, ordinance and/or regulation.

21
22 **OMISSIONS FROM ESCROW INSTRUCTIONS** The omission from the escrow instructions of any provision in this
23 Agreement shall not preclude any party from enforcing that provision. All written representations and warranties shall
24 survive the conveyance of the Property.

25
26 **BONDS AND ASSESSMENTS (Other than Common-Interest Communities)** In the event there is a bond or
27 assessment with a principal balance or that requires settlement in full prior to COE, it shall be paid by SELLER
28 BUYER assumed by BUYER if allowed split equally other _____.

29
30 **PRORATION** Any and all rents, taxes, interest, homeowner association fees, payments on bonds and assessments
31 assumed by BUYER, and other Property expenses shall be prorated as of the date of recordation of the deed. Security
32 deposits, advance rentals, or considerations involving future lease credits shall be credited to BUYER at COE.

33
34 **REASSESSMENT OF PROPERTY TAX** BUYER is advised the Property may be reassessed in the future which may
35 result in a tax increase or a tax decrease.

36
37 **HOME WARRANTY CONTRACT (BUYER Initial Required)**

38

Included	Waived
<input checked="" type="checkbox"/> <u>eam</u>	<input type="checkbox"/>

39 A home warranty contract shall be selected by BUYER SELLER
40 and be paid for by BUYER SELLER split equally other _____.
41 The home warranty confirmation shall be delivered to escrow and become effective at COE for not less than one year, at a
42 price NOT to exceed \$ 500.

43
44 **ITEMS NOT ADDRESSED** Items of general maintenance or cosmetic nature not materially affecting the value, or use of
45 the Property, existing at the time of Acceptance and that are not expressly addressed in this Agreement, are deemed accepted
46 by BUYER.

1 **FIXTURES** All items permanently attached to the Property as of the date of this Agreement including, but not limited to,
2 light fixtures, attached floor coverings, attic fans, central vacuum and related equipment, humidifier systems, drapes/
3 curtains, blinds/shades including rods/hardware, doors and window screens, storm sash, awnings, TV antennas, TV wall
4 mounts, satellite dishes, burglar, fire and smoke alarms and fire sprinklers, built-in pools/spas/saunas and related equipment,
5 solar systems, conforming woodstoves, intercom systems, water softener systems, water and air filtration systems, attached
6 fireplace screens, keyless entries, electric garage door openers with controls, outdoor plants and trees (other than in movable
7 containers), **OTHER** _____

8 _____
9 _____
10 are included in the purchase price, free of liens, **EXCLUDING** _____
11 _____
12 _____
13 _____

14 **PERSONAL PROPERTY** The following personal property, on the premises when inspected by BUYER, is included in
15 the purchase price, free of liens, with no warranty or value implied: _____
16 _____
17 _____
18 _____

19 **SYSTEMS AND MAINTENANCE** Until possession of the Property is delivered, SELLER shall maintain the Property
20 including but not limited to, all existing structures, landscaping, grounds, appliances and systems. SELLER agrees to deliver
21 the Property in a neat and clean condition, and remove all debris and personal belongings, **EXCLUDING:** _____
22 _____
23 _____
24 _____

25 **OIL AND PROPANE** Any oil or propane fuel existing at the time of Acceptance, allowing for normal use up to COE,
26 shall be purchased by BUYER included in the purchase price. If the fuel is purchased by BUYER, SELLER shall
27 contact the fuel company to measure the existing fuel **no later than five (5) days** prior to COE. The fuel credit amount shall
28 be submitted to Escrow for credit to SELLER .
29

30 **COMMON-INTEREST COMMUNITY DISCLOSURE**

31 The Property is is not located in a Common-Interest Community.

32 If so, complete the following:

33 SELLER shall provide, at SELLER's expense, the Common-Interest Community documents ("Resale Package") as required
34 by NRS 116.4109. SELLER shall order the Resale Package **within five (5) days of Acceptance** and deliver to it BUYER
35 upon receipt.

36 Association transfer fees paid by BUYER SELLER split equally other _____.

37 Association set up fees paid by BUYER SELLER split equally other _____.

38 Other Association fees related to the transfer of the Common-Interest Community shall be paid by BUYER SELLER
39 split equally other _____.

40 The amount of any delinquent assessments, including penalties, attorney's fees, and other charges provided for in the
41 management documents shall be paid current by SELLER at COE.

42 Existing assessments levied shall be paid by BUYER SELLER split equally other _____.

43 Assessments levied, but not yet due, shall be paid by BUYER SELLER split equally other _____.

44 BUYER shall have **five (5) days** from receipt of the Resale Package to review it. If BUYER does not approve the Resale
45 Package, then written notice to cancel must be given **within that same five (5) day period**.
46

47 **AREA RECREATION PRIVILEGES AND RULES** SELLER shall relinquish on or before COE any recreation
48 privileges, passes, identification cards, or keys for access to the common-interest community facilities and general
49 improvements. Upon COE SELLER shall pay replacement charges for any identification cards or keys not relinquished.
50 BUYER shall become familiar with the current common-interest community facilities and general improvement policies
51 regarding recreation privileges and associated costs prior to COE.

Address 5445 Pelham Drive Reno 89502

Buyer [eam] / _____ and Seller [initials] / _____ have read this page.

1 **INSPECTIONS** BUYER has the right to inspect the Property, order all inspections, and select qualified professionals
2 including, but not limited to, licensed contractors, certified building inspectors, and any other qualified professionals to
3 inspect the Property.
4 BUYER shall indicate inspections to be included or waived in the list below. The following is not a comprehensive list of
5 possible inspections; therefore, BUYER should add any additional inspections necessary to satisfy BUYER under
6 "OTHER."
7 All inspections shall be completed and copies of all inspections shall be provided to BUYER and SELLER at no additional
8 expense

9 within **10** days of Acceptance; OR
10 within _____ days of other contingency: _____

11 Within the time specified above, BUYER shall deliver to SELLER, in writing, one of the following:
12 A. approval of the inspections without requiring any repairs; OR
13 B. approval of the inspections with a Notice of Required Repairs or an Addendum listing all required repairs. SELLER
14 shall respond in writing to BUYER's repair request **within five (5) business days** of delivery; OR
15 C. termination of this Agreement, including an explanation how the condition revealed by any inspection,
16 materially and/or reasonably justify such a decision.

17 If any inspection is not completed by the deadline, it is waived unless otherwise agreed to in writing. SELLER is released
18 from liability for the cost of repairs that inspection would have reasonably identified had it been conducted, except as
19 otherwise provided by law. If BUYER acts reasonably in terminating this Agreement based upon objectionable conditions
20 revealed by the inspections, BUYER is released from any and all obligations to SELLER, and BUYER is entitled to a refund
21 of the EMD, less BUYER incurred expenses.
22

23 INSPECTIONS	Included	Waived	N/A	Paid By	
24 PEST INSPECTION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
25 HOME INSPECTION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
26 HEATING SYSTEM INSPECTION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
27 COOLING SYSTEM INSPECTION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
28 SURVEY Type _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
29 WELL QUALITY	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
30 WELL QUANTITY	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
31 SEPTIC PUMPING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input checked="" type="checkbox"/> SELLER
32 SEPTIC INSPECTION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
33 SEPTIC LID LOCATION/REMOVAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input checked="" type="checkbox"/> SELLER
34 FIREPLACE INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
35 WOOD BURNING DEVICE INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER

36 (In the event device does not meet all applicable codes and/or laws, the cost of its removal shall be the responsibility of
37 SELLER. Stovepipe to be capped off at the ceiling or fireplace to be restored to working order at SELLER's expense.)

38 OIL TANK TEST Type BUYER SELLER

39 (If oil tank needs to be filled to a perform test, BUYER shall, shall not reimburse SELLER.)

40 LEAD BASED PAINT ASSESSMENT OR INSPECTION BUYER SELLER

41 OTHER _____ BUYER SELLER

42
43 [eam] (BUYER Initials) BUYER affirms the above selections.
44

45 **SELLER** agrees to provide reasonable access to the Property to BUYER, and inspectors, for inspections and re-inspections
46 and appraiser. SELLER agrees to have all utilities in service the day of any inspection and until COE. If this transaction fails
47 to close, the parties remain obligated to pay for inspections performed as agreed.
48

49 **REPAIRS** SELLER agrees to pay for and complete repairs in an amount NOT to exceed \$ 1000 for any repair
50 indicated on 1) the Appraisal Report, 2) the inspections, 3) any defect identified in the SRPD, 4) any defect discovered by
51 SELLER but not disclosed on the SRPD, or 5) any defect discovered to be materially worse than indicated on the SRPD. A
52 copy of all repair invoices and receipts shall be delivered to BUYER prior to COE. Brokers have no responsibility to assist
53 in the payment of any repairs, corrections or deferred maintenance on the Property that may have been revealed by the
54 above inspections, agreed upon by BUYER and SELLER or requested by one party.

Page 6 of 10 Address 5445 Pelham Drive Reno 89502
Buyer [eam] and Seller [ea] have read this page.

1 **RE-INSPECTIONS (BUYER Initial Required)**

2 **Included** **Waived**

3 eam / _____] _____ / _____] SELLER shall have all agreed upon repairs completed no later than
4 5 days prior to COE and BUYER shall have the right to re-inspect. Re-inspections shall be paid by BUYER
5 SELLER split equally other _____.

7 **FINAL WALKTHROUGH** BUYER shall have the right to a final walkthrough prior to COE.

9 **PHYSICAL POSSESSION** Physical possession of the Property with any keys to Property locks, community mailboxes,
10 alarms, and garage door openers shall be delivered to BUYER upon recordation of the deed; **OR** Short Term
11 Agreement to Occupy After Close of Escrow; **OR** Residential Lease/Rental Agreement.

13 **DESTRUCTION OF IMPROVEMENTS** If the improvements of the Property are destroyed, materially damaged, or
14 found to be materially defective prior to COE, BUYER may terminate this Agreement by written notice delivered to
15 SELLER's Broker, and EMD shall be returned to BUYER less BUYER incurred expenses.

17 **LAND USE REGULATION** BUYER is advised the Property may be subject to the authority of the city, county, state,
18 federal governments, and/or various courts having jurisdiction. These governmental entities, from time to time, have
19 adopted and revised land use and environmental regulations that may apply to the Property. BUYER is advised to research
20 the possible effect of any applicable land use or environmental regulation. Brokers make no representations or warranties
21 regarding the existing permissible uses or future revisions to the land use regulations.

23 **ENVIRONMENTAL CONDITIONS** BUYER is advised the Property may be located in an area found to have special
24 flood hazards as indicated by FEMA, avalanche conditions, freezing temperatures, snow loads, seismic activity and/or
25 wildland fires. It may be necessary to purchase additional insurance in order to obtain a loan for the Property. For further
26 information, consult your lender, insurance carrier, or other appropriate agency.

28 **WATER METERS** BUYER may be required at a future date to incur the cost of installation of a water meter and/or
29 conversion to metered rates.

31 **WELLS** Many factors may affect the performance of a well system. If the Property includes a well, BUYER may be
32 required at some future date to incur the cost of connecting the Property to a public water system.

34 **ADDITIONAL FEES** Some areas may have additional fees or charges for the remediation of water systems.

36 **SEPTIC SYSTEMS** If the Property includes a septic system, BUYER may be required at some future date to incur the
37 cost of connecting the Property's plumbing to a public sewer system.

39 At COE, BUYER assumes all future costs associated with water meters, wells, and septic systems.

41 **PRIVATE ROADS** SELLER shall disclose if the Property shares a common road, access driveway, or right-of-way with
42 another property. If a road maintenance agreement exists, SELLER shall provide the agreement to BUYER.

44 **WATER RIGHTS** Water rights, if any, shall be included with the Property unless specifically excluded by deed or
45 mutual agreement.

Address 5445 Pelham Drive Reno 89502

Buyer eam / _____] and Seller _____] have read this page.

RSAR® 01/18
ROA 7/10

1 **ADDITIONAL TERMS AND CONDITIONS**

2 1. "Board of Fire Commissioners, TMFPD" shall mean and refer to the
3 Board of Fire Commissioners for the Truckee Meadows Fire Protection
4 District.

5
6 2. This Agreement is contingent upon and subject to the Board of Fire
7 Commissioners' approval and ratification of all terms and conditions
8 contained herein.

9
10
11
12
13
14 **TAX WITHHOLDING (FIRPTA)** Unless the Property is acquired for use as a primary residence and is sold for no more
15 than \$300,000, SELLER agrees to provide BUYER with (a) Non-Foreign Seller Affidavit, or (b) Withholding Certificate
16 Form from the Internal Revenue Service stating that withholding is not required. In the event none of the foregoing is
17 applicable, BUYER requires a percentage of SELLER's proceeds to be withheld by escrow to comply with the FOREIGN
18 INVESTMENT AND REAL PROPERTY TAX ACT (IRC 1445).

19
20 **TAX DEFERRED EXCHANGE** If BUYER or SELLER request to enter into an IRC 1031 tax deferred exchange for the
21 Property, each party agrees to cooperate with the other in connection with the exchange, including the execution of
22 documents deemed necessary to effectuate same. No party shall be obligated to delay the closing. All additional costs in
23 connection with the exchange shall be borne by the party requesting it. No party shall be obligated to execute any note,
24 contract, deed, or other document providing for any personal liability that would survive the exchange. The other party shall
25 be indemnified and held harmless against any liability arising or that has arisen on account of the acquisition of ownership of
26 the exchanged property.

27
28 **VERIFICATION OF INFORMATION** Any information relating to square footage, land or its use, and/or
29 improvements of the land are approximate or estimates only, and neither SELLER nor Brokers make any representation or
30 guarantee regarding their accuracy. Any oral or written representations by SELLER or Brokers regarding the age of
31 improvements, size, or square footage of a parcel or building, or the location of property lines, may not be accurate.
32 Apparent boundary line indicators such as fences, hedges, walls, or other barriers may not represent the true boundary lines.
33 Brokers are not obligated to investigate the status of permits, zoning, or code compliance. BUYER to satisfy any concerns
34 with conditions that are an important or critical element of the purchase decision. BUYER agrees they have not received or
35 relied upon any representation by Brokers or SELLER with respect to the condition of the Property not contained in this
36 Agreement. The information contained in the Multiple Listing Service, computer, advertisements, and feature sheets
37 pertaining to the Property are not warranted or guaranteed by Brokers. Errors and/or omissions in inputting information,
38 while uncommon, are possible. BUYER shall be responsible for verifying the accuracy of such information. Deposit of all
39 funds necessary to close escrow shall be deemed final acceptance of the Property. SELLER agrees to hold Brokers harmless
40 and to defend and indemnify them from any claim, demand, action, or proceeding resulting from any omission or alleged
41 omission by SELLER.

42
43 **NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.

44
45 **MEDIATION** If a dispute arises out of or relates to this Agreement or its breach, the parties are aware the local
46 Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available upon request.

47
48 **ATTORNEY FEES** In the event either party is required to engage the services of an attorney to enforce this Agreement,
49 the prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses, and costs.

50
51 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National
52 Association of REALTORS® and therefore subscribes to a higher ethical standard, known as the REALTOR® Code of
53 Ethics. To receive a copy of the REALTOR® Code of Ethics, ask your real estate professional or the local Association of
54 REALTORS®.

1 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The parties
2 are advised to consult with appropriate professionals including, but not limited to, engineers, surveyors, appraisers, lawyers,
3 CPAs, or other professionals on specific topics, including but not limited to, land use regulation, boundaries and setbacks,
4 square footage, physical condition, legal, tax, water rights, and other consequences of the transaction.

5
6 **SELLER DEFAULT** If SELLER defaults in the performance of this Agreement, BUYER shall have the right to recover
7 from SELLER all of BUYER's actual damages BUYER may suffer as a result of SELLER's default, and to pursue any and
8 all remedies available at law or in equity.

9
10 **BUYER DEFAULT** BUYER must initial only one of the following.
11 If BUYER defaults in the performance of this Agreement, SELLER shall have the right to:
12 A. [CAU / _____] (BUYER Initials) Liquidated Damages: SELLER shall have the right to retain, as their sole
13 legal recourse, the EMD. BUYER and SELLER hereby acknowledge SELLER's actual damages would be difficult to
14 measure and that the EMD is a fair and reasonable estimate of such damages.

15
16 **OR**
17
18 B. [_____ / _____] (BUYER Initials) Actual Damages: SELLER shall have the right to recover from BUYER all
19 of SELLER's actual damages that SELLER may suffer as a result of BUYER's default, and to pursue any and all
20 remedies available at law or in equity.

- 21
22 **THE FOLLOWING HAVE BEEN RECEIVED AND ACKNOWLEDGED BY BUYER:**
23 Consent to Act
24 Duties Owed by a Nevada Real Estate Licensee
25 Environmental Contact List
26 HUD Inspection For your Protection: Get a Home Inspection
27 Information Regarding Private Well and Septic System
28 Residential Disclosure Guide
29 Wire Fraud Advisory
30 Other _____
31 Other _____

- 32
33 **THE FOLLOWING ADDENDA AND EXHIBITS SHALL BE INCORPORATED**
34 Common Interest-Community Information Statement "Before You Purchase Property ..."
35 Lead-Based Paint Disclosure Statement (for properties built prior to 1978)
36 Open Range Land Disclosure
37 Residential/Lease Rental Agreement
38 Seller Financing Addendum (Residential)
39 Short Sale Addendum to the Offer and Acceptance Agreement
40 Short Term Agreement to Occupy After Close of Escrow
41 Used Manufactured/Mobile Home Disclosure
42 Other _____
43 Other _____

44
45 **ENTIRE AGREEMENT** This Agreement and attachments contain the entire agreement of the parties and supersede all
46 prior agreements or representations with respect to the Property not expressly set forth in this Agreement. This Agreement
47 may only be modified in writing, signed and dated by the parties. BUYER acknowledges having read and approved all
48 provisions of this Agreement.

49
50 **TIME IS OF THE ESSENCE** Time is of the essence of this Agreement.

51
52 **SELLER** has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at COE.
53 As published in the MLS, 2.5 % of the accepted price, or \$ _____, shall be paid to BUYER's real
54 estate company, RE/MAX Realty Affiliates-Reno.

Page 9 of 10 Address 5445 Pelham Drive Reno 89502
Buyer [CAU / _____] and Seller [GA / _____] have read this page.

RSAR® 01/18
ROA 9/10

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1 **EXPIRATION OF OFFER** Per NRS 645.254, all offers must be presented to SELLER. This Offer expires unless
2 accepted, including delivery to BUYER, or Shannon Paton
3 on/or before 3:00 A.M. P.M. on 10/12/2018

4
5
6 BUYER Charles A Moore, Manager DATE 10/11/2018 TIME 1:00 PM
7 Board of 10/11/2018 Commissioners, TMEPD
8 BUYER _____ DATE _____ TIME _____
9

10 BUYER's Representation:

11
12 BUYER's Licensee Name Shannon Paton BUYER's Broker Name Amy Keith-Lessinger
13 (Print Name)
14 BUYER's Licensee Nevada License # S.174301 BUYER's Broker Nevada License # _____
15
16 Phone (775) 997-4002 Fax _____ Company Name RE/MAX Realty Affiliates-Reno
17
18 BUYER's Licensee Email shannonpatonhomes@gmail.com Office Address 10795 Double R Blvd.
19
20 BUYER's Licensee Signature _____ City/State/Zip Reno NV 89521
21 (Licensee's acknowledgement of receipt of deposit)
22

23 **SELLER'S ACCEPTANCE, COUNTER OFFER OR REJECTION OF AGREEMENT**

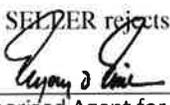
24 SELLER acknowledges having read and approved each provision of this Agreement. Authorization is given to Brokers to
25 deliver a signed copy to BUYER and disclose the terms of the sale to members of the Multiple Listing Service or Association
26 of REALTORS® at COE.

27
28 SELLER shall check one of the following options, and date, time, and sign this Agreement.

29
30 **Acceptance of Offer** SELLER accepts this Offer and agrees they have the authority to sell the Property on the terms
31 and conditions stated in this Agreement.

32
33 **Counter Offer** SELLER signs this Offer subject to a Counter Offer dated 10/12/2018

34
35 **Rejection** SELLER rejects the foregoing Offer.

36
37 SELLER  DATE 10/12/2018 Time 1:30 pm
38 Amy Keith-Lessinger
39 SELLER _____ DATE _____ Time _____
40

41 SELLER's Representation:

42
43 SELLER's Licensee Name Jessica Hodges SELLER's Broker Name Charles Clark
44 (Print Name)
45 SELLER's Licensee Nevada License # _____ SELLER's Brokers Nevada License # _____
46
47 Phone (775) 828-3355 Fax (775) 828-3358 Company Name Clark Real Estate & Inv.
48
49 SELLER's Licensee Email Jessica@HomeIsNV.com Office Address 305 W Moana Ln Ste C
50
51 City/State/Zip Reno NV 89509

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- a) Each party for whom the licensee is acting as an agent in the real estate transaction, and
- b) Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is Shannon Paton
 whose license number is S.174301. The licensee is acting for [client's name(s)] Board of Fire Commissioners, TMFPD
 _____ who is/are the Seller/Landlord; Buyer/Tenant.

Broker: The broker is Amy Keith-Lessinger, whose company is RE/MAX Realty Affiliates-Reno.

Are there additional licensees involved in this transaction? Yes No If yes, Supplemental form 525A is required.

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
3. Disclose to each party to the real estate transaction as soon as practicable:
 - a. Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - b. Each source from which licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
3. Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
4. Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
6. Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
7. Account to the client for all money and property the licensee receives in which the client may have an interest.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

Licensee Acting for Both Parties:

The Licensee

MAY [_____] **OR** MAY NOT [can]

in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.

Seller/Landlord: [Signature] Date: 10/12/2018 Time: 1:30 pm

Authorized Agent for Champery Real Estate 2015, LLC

Seller/Landlord: _____ Date: _____ Time: _____

OR
Buyer/Tenant: [Signature] Date: 10/11/2018 Time: 1:00 PM

Authentisign
Charles H. Moore, Manager
Board of Fire Commissioners, TMFPD
10/11/2018 1:00:08 PM PDT

Buyer/Tenant: _____ Date: _____ Time: _____

WIRE FRAUD DISCLOSURE

Property Address 5445 Pelham Drive, Reno, NV 89502

Criminals/hackers are targeting email accounts of various parties involved in a real estate transaction (e.g., lawyers, title agents, mortgage brokers, real estate agents). Among other concerns, this has led to fraudulent wiring instructions being used to divert funds to the criminal's bank account. These emails may look like legitimate emails from the proper party. **Broker strongly recommends that you, your lawyers and others working on a transaction, should refrain from placing any sensitive personal and financial information in an email, directly or through an email attachment. When you need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, we strongly recommend using more secure means, such as providing the information in person, over the phone, or through secure mail or package services, whenever possible. In addition, before you wire any funds to any party (including your lawyer, title agent, mortgage broker, or real estate agent) personally call them to confirm it is legitimate (i.e., confirm the ABA routing number or SWIFT code and credit account number).** You should call them at a number that you obtain on your own (e.g., the sales contract, their website, etc.) and **not** use the phone number in the email in order to be sure that you are contacting a legitimate party.

Buyer _____ Date _____

Buyer _____ Date _____

U.S. Department of Housing and Urban Development Federal Housing Administration (FHA)

OMB Approval No: 2502-0538 (exp. 04/30/2018)



For Your Protection: Get a Home Inspection

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- Evaluate the physical condition: structure, construction, and mechanical systems; Identify items that need to be repaired or replaced; and
- Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

You Must Ask for a Home Inspection

- A home inspection will only occur if you arrange for one. FHA does not perform a home inspection.
- Decide early. You may be able to make your contract contingent on the results of the inspection.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection and does not replace a home inspection. Appraisals estimate the value of the property for lenders. An appraisal is required to ensure the property is marketable. Home inspections evaluate the condition of the home for buyers.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA cannot give or lend you money for repairs, and FHA cannot buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Radon Gas Testing and other safety/health issues

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236.

Ask your home inspector about additional health and safety tests that may be relevant for your home.

Be an Informed Buyer

It is your responsibility to be an informed buyer. You have the right to carefully examine your potential new home with a qualified home inspector. To find a qualified home inspector ask for references from friends, realtors, local licensing authorities and organizations that qualify and test home inspectors.

Signature  _____ Date 10/11/2018
Charles D. Moore, Manager
 Signature _____ Date _____
10/11/2018 1:00:51 PM PDT

HUD-92564-CN (6/14)



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CAUTION

CAUTION



Environmental Contact List



1 The following is a list of certain environmental issues which may affect real property in Northern Nevada, along with the names and
2 phone numbers of agencies which may provide more detailed information. This is not a comprehensive list and you are strongly
3 encouraged to investigate and obtain expert advice on all issues which may be of particular concern.

4
5
6

7 **Asbestos:**
8 Washoe County District Health Department
9 (775) 784-7200
10 www.washoecounty.us/health
11 Carson Health & Human Services
12 (775) 887-2190
13 www.gethealthycarsoncity.org

15 **Earthquakes:**
16 Nevada Seismological Laboratory
17 University of Nevada, Reno
18 (775) 784-4975
19 www.seismo.unr.edu

21 **Electromagnetic Fields (EMF's):**
22 EPA-National Technical Information
23 Service
24 (415) 947-4280
25 www.2.epa.gov/aboutepa/epa-nevada
26 NV Energy
27 (775) 834-4581 - Kuldip Sandhu
28 www.nvenergy.com

30 **General Environmental Issues**
31 Nevada Dept. of Conservation & Natural
32 Resources Div. of Environmental
33 Protection
34 (775) 684-2700
35 www.dcnr.nv.gov

37 **Mold and Fungus**
38 Nevada Health Division
39 (775) 684-4200
40 www.epa.gov/mold

41
42
43
44

45 **Air Quality, Airport Noise, Groundwater Contamination, Water Quality and Quantity and Septic Systems:**
46 Washoe County District Health Department (775) 328-2400 - www.washoecounty.us/health
47 Carson Health & Human Services (775) 887-2190 - www.gethealthycarsoncity.org
48 Reno-Tahoe International Airport (775) 328-6967 - www.renoairport.com
49 State of Nevada Division of Water Resources (775) 684-2800 - www.water.nv.gov

51 **Flood Plain:**
52 City of Reno, Community Development Department (775) 334-2350- www.reno.gov
53 City of Sparks, Engineering Department (775) 353-2300 or (775) 353-2371 - www.cityofsparks.us
54 Washoe County Department of Public Works (775) 328-2041 - www.washoecounty.us
55 Carson City Engineering Division (775) 887-2300 - www.carson.org
56 Federal Emergency Management Agency (FEMA) (800) 621-3362 - www.fema.gov

57
58 **Acknowledgment of Receipt:**

59 Name Charles A. Moore, Manager Date 10/11/2018
60 Name Board of Fire Commissioners, TMEPD Date _____



Information Regarding Private Well and Septic System



1 Property Address 5445 Pelham Drive Reno NV 89502

2
3 The following information is provided to prospective buyers for informational purposes only regarding private well and/or
4 septic systems.

5
6 Real Estate licensees have no special training, knowledge or expertise concerning these systems. The SELLER is required by
7 law to disclose any problems with these systems on the SELLERS REAL PROPERTY DISCLOSURE FORM. The Seller's
8 disclosure is not a substitute for thorough and professional inspections of the systems by licensed professionals. The BUYER
9 is strongly urged to obtain such inspections. Performance in the past is not an indication of how the systems may function in
10 the future. The performance of these systems may change over time and if they fail, the expense of repair, replacement or
11 hook-up to a public system can be substantial. Significant inconvenience can occur during repair or hook-up.

12
13 BUYER is advised that in recent years there has been a declining water table in some areas. A declining water table may
14 affect long-term water availability and quality. Water quality may vary and the use of a filtration device may be required.
15 Large numbers of septic tanks have affected water quality in some areas.

16
17 There have been discussions on converting homes on private wells and septic systems to public water and sewer systems.
18 The specific costs are unknown at this time.

19
20 There are several areas that may have a monthly fee associated with private well for remediation and possible future hook-up
21 to public systems.

22
23 A domestic well consists of many components, which may include pumps, wiring, pressure tanks, well casings, and filtration
24 devices, all of which may wear out over time and need replacement. Cost for maintaining a well can be significant. A
25 residential well is allowed anywhere in Nevada when a public water system is not available. A permit is required from the
26 District Health Department for the drilling of a well. The water rights associated with the residential well is not a sellable
27 right. For further information please contact the Department of Water Resources.

28
29 A septic tank system is a private wastewater disposal system. The system consists of a septic tank and leach field located on
30 the property. It is the responsibility of the owner to maintain the septic system. Septic systems may be prohibited in some
31 areas and property owners with septic systems may be required to hook-up to a public system in the future.

32
33 If you are buying a home with a private well and/or septic system, it is the BUYER's responsibility to have the systems
34 checked by licensed professionals and to verify costs associated with owning these systems. BUYER is advised to check with
35 the appropriate agencies to verify potential costs and time frames associated with hook-up to public systems.

36
37 NEITHER THE SELLER, NOR THE SELLERS LICENSEE WARRANT THE CONDITION OF THE PRIVATE WELL
38 OR SEPTIC SYSTEMS AND WILL NOT BE RESPONSIBLE FOR FUTURE PROBLEMS DISCOVERED AFTER
39 CLOSE OF ESCROW.

40
41 BUYER acknowledges that they have read and understand this information statement and have received a copy on the date
42 indicated below.

43
44 BUYER Charles A. Moore, Manager Date 10/11/2018
45 Board of Fire Commissioners, TMFPD
46 BUYER _____ Date _____
47 _____
48 Licensee Shannon Paton Date _____



WIRE FRAUD ADVISORY

Public Service Announcement Information from the FBI
(Alert Number I-050417-PSA)



1 The following is an excerpt from a Public Service Announcement (PSA) released by the Federal Bureau of Investigation on
2 May 4, 2017 regarding Business E-mail and Public E-mail Compromise Scam. The full PSA can be located at www.ic3.gov.

3
4 The Business E-mail Compromise (BEC)/E-mail Account Compromise (EAC) scam targets all participants in real estate
5 transactions, including buyers, sellers, agents, and lawyers. The IC3 saw a 480% increase in the number of complaints in
6 2016 filed by title companies that were the primary target of scams. The perpetrators were able to monitor the real estate
7 proceeding and time the fraudulent request for a change in payment type (frequently from check to wire transfer) or a
8 change from one account to a different account under their controls.

9
10 The problem is defined as a sophisticated scam targeting businesses working with foreign suppliers and/or businesses that
11 regularly perform wire transfer payments. The email component targets individuals that perform wire transfer payments.

12
13 The scam is carried out when a subject compromises legitimate business e-mail accounts through social engineering or
14 computer intrusion techniques to conduct unauthorized transfers of funds.

15
16 Most victims report using wire transfers as a common method of transferring funds for business purposes; however, some
17 victims report using checks as a common method of payment. The fraudsters will use the method most commonly
18 associated with their victim's normal business practices.

19
20 The following are some, but not all, ways to avoid becoming a victim of wire fraud.

- 21 ♦ Obtain full name and phone number of the Escrow Officer.
- 22 ♦ Do not ever wire funds prior to calling your Escrow Officer to confirm wire instructions. Only use a phone
23 number you were provided previously. Do not use any different phone number included in the emailed wire
24 transfer instructions. Confirm the bank routing number, account numbers and other codes before taking steps to
25 transfer funds.
- 26 ♦ Avoid sending personal information in emails or texts. Provide such information in person or over the telephone
27 directly to the Escrow Officer.
- 28 ♦ Be suspicious of requests for secrecy or pressure to take action quickly
- 29 ♦ Immediately report and delete unsolicited e-mail (spam) from unknown parties. DO NOT open spam e-mail, click
30 on links in the e-mail or open attachments. These often contain malware that will give subject access to your
31 computer system.
- 32 ♦ Take steps to secure the system you are using with your email account. These steps include creating strong
33 passwords, using secure WiFi, and not using free services.

34
35 If you believe you have received questionable or suspicious wire instructions, immediately notify your bank, the Escrow
36 Holder and your real estate licensee. The following is a list of resources for more information regarding wire fraud.

- 37
- 38 Federal Bureau of Investigation: www.fbi.gov
- 39 Internet Crime Complaint Center: www.ic3.gov
- 40 National White Collar Crime Center: www.nw3c.org

41
42 By signing below, parties acknowledge that they have read, understand, and received a copy of this Wire Fraud Advisory.

43

44 CLIENT  Date 10/11/2018
 45 Board of Fire Commissioners, TMLPD

46 CLIENT _____ Date _____

47

48 CLIENT _____ Date _____



DUTIES OWED BY A NEVADA LICENSEE

IMPACT FEES

SOIL REPORT

COMMON-INTEREST COMMUNITIES

LIEN FOR DEFERRED TAXES

OPEN RANGE

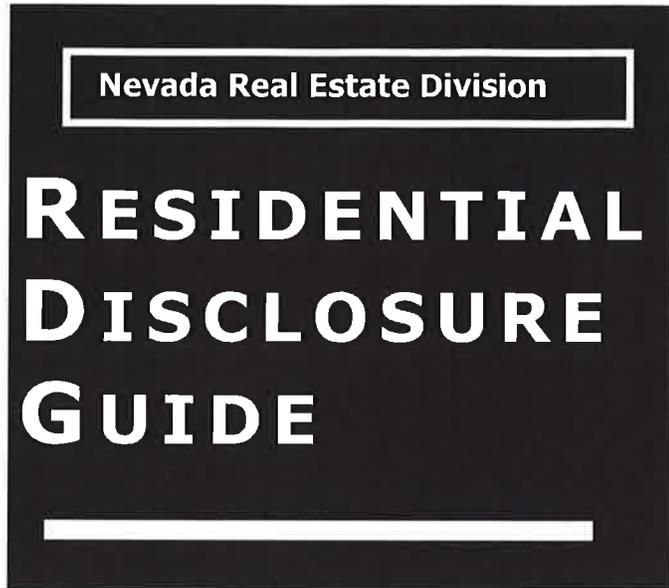
SELLER'S REAL PROPERTY DISCLOSURE

USED MOBILE HOMES

RESIDENTIAL POOL SAFETY AND DROWNING PREVENTION

ENVIRONMENTAL HAZARDS

SEWER AND WATER RATES

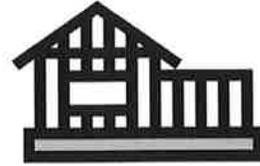


A few things you need to know before buying or selling a home in Nevada.



State of Nevada
Department of Business & Industry
Real Estate Division

Nevada Real Estate Division



**State of Nevada
Department of
Business & Industry
Real Estate Division**

RESIDENTIAL DISCLOSURE GUIDE



I/We acknowledge that I/we have received a copy of the Residential Disclosure Guide.

DATE 10/11/2018

Board of Fire Commissioners, TMFPD

Client—Print Name

Authentisign
Charles A. Moore, Manager
Client—Signature

Client—Print Name

Client—Signature

Make copy of page for additional signatures.

Retain original or copy in each transaction file.

Nevada Real Estate Division



July 2017

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