

**AGREEMENT FOR SALE AND PURCHASE OF PROPERTY AND JOINT ESCROW**  
**INSTRUCTIONS**

**(Commercial Property)**

SELLER: TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

BUYER: SOUTHTOWNE CROSSING, LLC, a Nevada limited liability company

EFFECTIVE DATE: April \_\_\_\_, 2018

PROPERTY TYPE: ☐ Multi-Family  
☐ Retail  
☐ Industrial  
☐ Hospitality / Hotel / Resort  
☐ Raw or Partially Developed Land  
☒ Other: Fire Station #14, Washoe County NV

PROPERTY ADDRESS: Approximately 0.948 acres located on the east side of Old Virginia Road and north of Damonte Ranch Parkway, Reno, NV  
APN# 140-010-14

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### **EXHIBITS**

- A     LEGAL DESCRIPTION
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- C     AFFIDAVIT
- D     BILL OF SALE

### **SCHEDULES**

- 1.     ADDITIONAL DEFINITIONS

**AGREEMENT FOR SALE AND PURCHASE OF PROPERTY AND JOINT ESCROW  
INSTRUCTIONS**

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT** (“**Seller**”), and **SOUTHTOWNE CROSSING, LLC**, a Nevada limited liability company (“**Buyer**”), hereby agree as of the Effective Date that Seller shall sell to Buyer and Buyer shall purchase from Seller, upon the following terms and conditions and for the price herein set forth, the Property, as such term is defined in **Schedule 1** of this Agreement.

**ARTICLE I  
DEFINED TERMS**

1.1 **Certain Definitions.** As used herein, the following terms shall have the following meanings:

(a) “**Closing Date**” shall mean on or before 5:00 p.m. Nevada time on the date that is fourteen (14) Business Days following the execution of this Agreement.

(b) “**Deposit**” shall mean the amount from time to time held by the Escrow Agent as Buyer's earnest money deposit. The Deposit shall consist of the sum of \$50,000.00 that shall be applied to the Purchase price upon closing.

(c) “**Disclosed Seller Broker**” Seller has no broker(s) involved in this transaction.

(d) “**Disclosed Buyer Broker**” Buyer has no broker(s) involved in this transaction.

(e) “**Escrow Agent**” shall mean the Title Company identified below.

(f) “**Purchase Price**” shall mean Nine Hundred Fifty Thousand and No/100 Dollars (\$950,000.00).

(g) “**Title Company**” shall mean First American Title Insurance Company at its office located at 5310 Kietzke Lane, Suite 100, Reno, Nevada 89511, Contact Person – Margie Roma, Telephone Number (775) 823-4151, Email Address: [mroma@firstam.com](mailto:mroma@firstam.com).

1.2 **Other Defined Terms.** Other capitalized terms contained in this Agreement shall have the meanings assigned to them herein, including as set forth in **Schedule 1** attached hereto.

**ARTICLE II  
CONDITION OF PROPERTY**

2.1 **Information Regarding Property.** Seller agrees that they are Purchasing the Property in an as-is where-is condition.

2.2 **Due Diligence and Right to Cancel.** Buyer has conducted all required due diligence on the property and no further inspections are required.

2.3 Indemnification. Buyer shall protect, defend, indemnify, save and hold harmless the Seller against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, damage or liability (including attorneys' fees incurred by the Seller 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 Buyer, 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 2.3** shall survive the Closing or termination of this Agreement.

2.4 Condition of the Property. 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

(b) 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.

(c) Consistent with this Article II, 2.4, Buyer has performed an inspection for environmental issues and concerns and discovered the presence of perchloroethylene ("PCE"). Except for this information which was obtained solely from Buyer, Seller re-affirms its representations and warranties at Article VII at 7.1(k) and denies responsibility for the presence

of the PCE. Furthermore, Buyer and Seller represent and agree the purchase price of the Property was negotiated with both Parties' knowledge of the PCE as described in this Paragraph, and that the purchase price of the Property includes any and all costs of whatever kind or nature, whether known or unknown, now and in the future, to Buyer or any third party of removing, remediating, or otherwise resolving any and all issues or concerns of any kind arising from the presence of the PCE or any other Hazardous Substance. Both Parties therefore agree the discovery of the PCE by the Buyer shall have no effect on any provision of this Agreement including, without limitation, Article II.2.4 which reflects Buyer's agreement to purchase the Property "AS IS, WHERE IS, AND WITH ALL FAULTS" and Article VII.7.1.k.

2.5 Maintenance of Property. Except as Buyer may otherwise consent in writing, until the Closing Date, unless this Agreement is sooner terminated, Seller shall: (i) continue to hold the Property in the ordinary course and in a manner consistent with Seller's prior practices; (ii) maintain the Property in its present condition and repair, ordinary wear and tear excepted and subject to the terms of **Section 12.2** hereof; (iii) maintain the existing insurance policies (if any) for the Property (and any replacements thereof) in full force and effect; (iv) not sell, transfer, encumber, mortgage or place any lien upon the Property or in any way create or consent to the creation of any title condition affecting the Property; and (v) not enter into any new Service Contracts unless they are cancelable upon thirty (30) days or less notice.

2.6 Entitlement Processing and Approval. Buyer is responsible for obtaining all approvals necessary for the development of the Property for the intended commercial use(s) (determined by Buyer), including as necessary, annexation, rezoning, special use permits, site plan and design review approval ("**Entitlements**").

### ARTICLE III PURCHASE PRICE AND TERMS OF PAYMENT; CLOSING ADJUSTMENTS

3.1 Purchase Price. The total Purchase Price shall be the Purchase Price set forth in **Section 1.1** of this Agreement.

3.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) Payment at Closing. The balance of the Purchase Price shall be paid (i) by Buyer to Seller by wire transfer to Title Company's account at the time of Closing, and (ii) by the Title Company to Seller by wire transfer to Seller's account upon Closing. Wired funds must be received in the Title Company's account prior to 5:00 p.m. Nevada time on the Closing Date.

3.3 Closing Adjustments and Prorations. Except as otherwise provided in this **Section 3.3**, all adjustments and prorations to the Purchase Price payable at Closing shall be computed as of the Prorations Date. Such adjustments and prorations shall include the following:

(a) Pending and Certified Liens. County or other public liens, if any, certified or for which the work has been substantially completed on the date of Closing shall be paid by Seller and any other such liens shall be assumed by Buyer. The parties agree that there are no taxes associated with the Property prior to the Closing Date as the Seller is a governmental entity.

(b) Utility Charges. Electric, water, sewer, gas, fuel, waste collection and removal and other utility and operating expenses relating to the Property, if any, shall be prorated as of the Prorations Date. It shall be assumed that the utility charges were incurred uniformly during the billing period in which the Closing occurs. If bills for the applicable period are unavailable, the amounts of such charges will be estimated based upon the latest known bills. Notwithstanding the foregoing, to the extent possible: (i) Seller and Buyer shall request the utility companies to read the meters as of the Prorations Date; (ii) Seller shall be responsible for all such utility charges incurred through the Prorations Date; (iii) Buyer shall make application to the various companies for the continuation of such services and the establishment of the required accounts in the name of Buyer effective from and after the Prorations Date; (iv) all prepaid deposits for utilities shall be refunded to Seller at or promptly after the time of Closing by the utility companies; and (v) it shall be Buyer's responsibility to make any utility deposits required for the continuation of such services from and after the Prorations Date; provided, however, that if any utility company keeps Seller's deposit (and transfers said deposit to Buyer), Seller shall receive a credit in the amount of the utility deposit at Closing.

(c) Other Prorations. In addition to the previously stated adjustments and prorations at Closing the parties shall also make such adjustments and prorations to the Purchase Price as are customary and usual in transactions similar to the transaction contemplated by this Agreement, provided those adjustments and prorations are not taxes or any similar cost or expense which the Seller as owner would not have been legally obligated to pay; and adjust the Purchase Price as necessary in accordance with the net acreage of the Real Property, as determined by the Survey.

(d) Reproration and Post-Closing Adjustments. In the event that any adjustments or prorations (other than real estate taxes) cannot be apportioned or adjusted at Closing by reason of the fact that final or liquidated amounts have not been ascertained, or are not available as of such date, and provided those adjustments and prorations are not taxes or any similar cost or expense which the Seller as owner would not have been legally obligated to pay, the parties hereto agree to apportion or adjust such items on the basis of their best estimates of the amounts at Closing and to re-prorate any and all of such amounts promptly when the final or liquidated amounts are ascertained. In the event of any omission or mathematical error on the closing statement, or if the prorations, apportionments and computations shall prove to be incorrect for any reason, the same shall be promptly adjusted when determined and the appropriate party paid any monies owed. This provision shall survive the Closing.

3.4 Costs and Expenses. Buyer and Seller shall each pay one-half (1/2) of all escrow fees and all costs of recording. Seller shall pay the cost of the title insurance premium for a standard coverage title insurance policy, the cost of obtaining the Title Commitment. Buyer shall pay the additional cost for extended title insurance coverage, if any, the cost of any endorsements to the title policy requested or required by Buyer and the costs of any survey or survey update obtained by Buyer. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. The provisions of this **Section 3.4** shall survive the Closing.

## ARTICLE IV

### TITLE

4.1 Evidence of and Encumbrances upon Title. Seller shall order a Title Commitment within three (3) Business Days of the Effective Date along with any water rights information pertaining to the Property and documents referenced in the Title Commitment exceptions, and upon receipt thereof shall promptly deliver a copy of the Title Commitment and the accompanying documents to Buyer. Seller shall make available to Buyer any and all surveys Seller may have as to the Property and shall assist Buyer, at no cost to Seller, in obtaining an update or recertification of same. The Title Commitment and the accompanying documents shall be the basis upon which Buyer reviews the status of title to the Real Property. Close of Escrow shall be subject to Buyer's approval and acceptance of encumbrances in Section 5.7 herein, as well as easements, rights of way, limitations, conditions, covenants, restrictions, and other matters of record (Acceptable Encumbrances).

## ARTICLE V

### ESCROW AND CLOSING

5.1 Escrow Instructions. Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with the Escrow Agent, and this Agreement shall serve as the instructions to the Escrow Agent as the escrow holder for consummation of the purchase and sale contemplated hereby. Escrow Agent shall open an escrow immediately thereafter, execute and date the final page of this Agreement, and deliver a copy of the fully executed Agreement to Seller and Buyer. Seller and Buyer agree to execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable the Escrow Agent and/or the Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

5.2 Time and Place. Closing shall take place on the Closing Date or such earlier date as may be mutually acceptable to the parties with all deliveries to be made in escrow to the Title Company on or prior to the Closing Date; Buyer acknowledges that Seller may at Seller's option use closing proceeds to satisfy any mortgage or lien on the Property.

5.3 Seller's Deposit of Documents. At or before Closing, Seller shall prepare, and deposit or cause to be deposited into escrow with the Title Company the following items (which shall be in the form(s) attached as Exhibits, if such Exhibits are attached; and if not, in form sufficient to convey title to the Property and for the Title Company to delete the requirements of the Title Commitment, in accordance with the requirements of this Agreement):

(a) an executed Deed with respect to the Land, in the form of **Exhibit B** hereto, together with any State, County and local transfer tax declarations and forms required to be executed by Seller;

(b) an executed Affidavit in the form of **Exhibit C** hereto;

(c) an executed Bill of Sale (without warranties) with respect to the Personal Property, if any, in the form of **Exhibit D** hereto;

(d) two counterparts of an executed Assignment and Assumption Agreement with respect to the Intangible Property in the form of **Exhibit E** hereto;

(e) an executed Buyer - Seller Closing Statement reflecting all financial aspects of the transaction;

(f) as appropriate, all plans, specifications, permits, licenses and keys, if any, in Seller's actual possession with respect to the Property (which shall be delivered at Seller's property manager's office); and

(g) evidence reasonably satisfactory to Buyer and the Title Company reflecting that all documents executed by Seller at Closing were duly authorized and executed, and such other documentation as may be required by the Title Company in order to insure title to the Property.

5.4 Buyer's Deposit of Documents. At or before Closing Buyer shall deposit or cause to be deposited into escrow the following:

(a) cash to close in the amount required by **Section 3.2**;

(b) any State, County and local transfer tax declarations and forms required to be executed by Buyer;

(c) two counterparts of an executed Assignment and Assumption Agreement (if the appropriate box is checked);

(d) an executed Buyer - Seller Closing Statement; and

(e) evidence reasonably satisfactory to Seller and the Title Company reflecting that all documents executed by Buyer at Closing were duly authorized and executed, and such other documentation as may be required by the Title Company in order to insure title to the Property.

5.5 Other Documents. Buyer and Seller shall each deliver such other documents as are otherwise required by this Agreement to consummate the purchase and sale of the Property in accordance with the terms hereof. Unless the parties otherwise agree in writing, the Title Company is hereby designated as the “**Reporting Person**” for the transaction pursuant to Section 6045(e) of the United States Code and the regulations promulgated thereunder. If requested in writing by either party, the Title Company shall confirm its status as the “**Reporting Person**” in writing, which such writing shall comply with the requirements of Section 6045(e) of the United States Code and the regulations promulgated thereunder.

5.6 Possession. Possession of the Property shall be surrendered to Buyer at the Closing subject to the Temporary Use Provision in Section 12.16 herein.

5.7 Buyer's Conditions to Closing. The Closing contemplated herein shall be conditioned upon: (a) approval of title to the Property as set forth in Article IV; (b) accuracy of the warranties as set forth in Article VII; (c) Seller's due performance; and (d) Title Company is irrevocably committed to issue an extended owner's policy of title insurance in the amount of the Purchase Price subject only to the Acceptable Encumbrances.



ARTICLE VI  
ESCROW TERMS

6.1 Employment of Escrow Agent. The Escrow Agent shall hold the Deposit in escrow on the following terms and conditions:

(a) The Escrow Agent shall deliver the Deposit to Seller or Buyer, as the case may be, in accordance with the provisions of this Agreement.

(b) Any notice to or demand upon the Escrow Agent shall be in writing and shall be sufficient only if received by the Escrow Agent within the applicable time periods set forth herein, if any. Notices to or demands upon the Escrow Agent shall be sent as provided in **Section 12.8** of this Agreement. Notices from the Escrow Agent to Seller or Buyer shall be delivered to them in accordance with **Section 12.8** of this Agreement.

(c) If the Escrow Agent shall have received notice signed by either party advising that litigation between the parties over entitlement to the Deposit has been commenced (along with evidence of the commencement of such litigation, and information sufficient for the Escrow Agent to identify and describe the litigation), the Escrow Agent shall, on demand of either party, interplead the Deposit with the clerk of the court in which such litigation is pending. If at any time the Escrow Agent is uncertain of its duties hereunder or if the Escrow Agent for any other reason is no longer willing to serve as escrow agent, the Escrow Agent may, on notice to the parties, take such affirmative steps as it may, at its option, elect in order to terminate its duties as the Escrow Agent, including, but not limited to, the deposit of the Deposit with a court of competent jurisdiction and the commencement of an action for interpleader, the reasonable costs of which shall be borne by whichever of the parties is the losing party. Upon the taking by the Escrow Agent of such action described, the Escrow Agent shall be released of and from all liability hereunder as escrow agent.

(d) The Escrow Agent shall not incur any liability in acting upon any signature, notice, demand, request, waiver, consent, receipt or other paper or document believed by the Escrow Agent to be genuine. The Escrow Agent may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions hereof has been duly authorized to do so, or is otherwise acting or failing to act under this **Section 6.1** except in the case of the Escrow Agent's gross negligence or willful misconduct. Escrow Agent shall not be liable for any acts taken in good faith but only for its intentional misconduct or gross negligence.

(e) The terms and provisions of this Article shall create no right in any person, firm or corporation other than the parties and their respective successors and permitted assigns and no third party shall have the right to enforce or benefit from the terms hereof.

6.2 Limited Execution, Priority. The Escrow Agent has executed this Agreement for the sole purpose of agreeing to act as such in accordance with the terms of this Agreement. If Escrow Agent shall require the parties to execute further escrow instructions, the provisions of this Agreement shall govern and prevail in the event of any inconsistency.

ARTICLE VII  
WARRANTIES AND REPRESENTATIONS

7.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer (and on the Closing Date shall be deemed to represent and warrant) as follows:

(a) Ownership of Property: Full Power and Authority. Seller is the owner of the Property subject to the matters and exceptions set forth in the Title Commitment. Seller is a governmental entity duly organized and validly existing under the laws of the state of Nevada and has the full power and authority to execute and deliver this Agreement, and to perform and carry out all covenants and obligations to be performed and carried out by it hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms hereof and thereof.

(b) Legal, Valid and Binding. This Agreement and all other instruments or documents executed or delivered in connection with this transaction each constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

(c) No Approval by Governmental Authority. No further consent, approval, authorization, registration, qualification, designation, declaration or filing with any governmental authority is required in connection with the execution and delivery of this Agreement by Seller.

(d) No Lawsuits. There are no actions, suits, proceedings or investigations pending, nor to the actual knowledge of Seller are any threatened, with respect to or in any manner affecting Seller's ownership of the Property or otherwise affecting any portion thereof, or which will become a cloud on the title to the Property or question the validity or enforceability of the transaction contemplated herein, or which may adversely affect Seller's ability to perform hereunder.

(e) Non-Foreign Certification. Seller is not, and as of the Closing Date will not be, a "foreign person" within the meaning of Internal Revenue Code Section 1445, and Seller shall deliver to Buyer at Closing a Non-Foreign Certification pursuant to Section 1445(b)(2) of the Internal Revenue Code.

(f) No Violation. Execution of this Agreement and all documents executed pursuant to this Agreement, and performance by Seller of its obligations hereunder, will not breach or violate any other agreement, mortgage, loan agreement, court order, judgment, decree, injunction or other arrangement by which Seller is bound.

(g) Violations of Law. Seller has received no written notice from any governmental agency, entity, or official that the Property is in violation of any applicable laws or regulations (including, but not limited to, zoning regulations, building and fire codes, and environmental laws and regulations).

(h) No Bankruptcy. There are no attachments, levies, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Seller or filed by Seller, or pending in any current judicial or administrative proceeding against Seller.

(i) Condemnation. There are no existing or pending condemnation or similar proceedings against or involving the Property, and to Seller's actual knowledge, none are threatened.

(j) Agreements and Parties in Possession. Seller has not granted, either orally or in writing, to any person or entity, other than to Buyer hereunder, any leases, options, rights of first refusal, contracts to purchase or other legal or equitable interest in, or rights pertaining to, the Property and there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers.

(k) Environmental Condition. Seller hereby represents and warrants to Buyer that: (i) neither Seller nor, to the Seller's knowledge, any other person or entity has ever generated, processed, stored, disposed of, released or discharged any Hazardous Substance on, under, or about the Property or transported it to or from the Property, nor, to the Seller's actual knowledge, has any party ever alleged that any such activities have occurred; and (ii) no use by Seller, or to the Seller's actual knowledge, any prior owner of the Property, or any other person or entity, has occurred which violates or to Seller's actual knowledge has been alleged by any party to violate any applicable Environmental Law, and the Property is not on any "Superfund" list under any applicable Environmental Law, nor is it subject to any lien related to any environmental matter. As used in this Agreement, "**Hazardous Substance**" shall mean and include all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar substances or materials which are included or regulated by any local, state, or Federal law, rule, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, (collectively, "**Environmental Laws**").

(l) No Liens. To Seller's knowledge, except as otherwise disclosed in the Title Commitment or the Due Diligence Reports, there are no mechanic's or materialmen's liens or similar claims or liens now asserted against the Property for work performed or commenced prior to the date hereof; and Seller shall timely satisfy and discharge any and all obligations relating to work performed on or conducted at or materials delivered to the Property prior to Closing in order to prevent the filing of any claim or mechanic's lien with respect thereto, as well as pay any other debts, liabilities, claims or obligations arising from the construction, occupancy, ownership, use, or operation of the Property, but Seller shall not be responsible for any amounts due to consultants performing work at Buyer's request and Buyer shall timely pay all amounts due to such persons.

(m) No Default. To Seller's knowledge, Seller is not in default under the provisions of any deed of trust or other encumbrance, lien, or restriction that affects the Property.

(n) Personal Property and Modular Units. Seller will before the closing date remove all personal property and modular units from the Property at Seller's expense subject to the Temporary Use Provision in Section 12.16 herein.

When used in this Agreement, the term “**actual knowledge of Seller**” or “**Seller’s knowledge**” shall mean and be limited to the actual (and not imparted, implied or constructive) current knowledge of Truckee Meadows Fire Protection Chief Charles Moore without any duty to investigate any such matters. Notwithstanding anything herein to the contrary, Chief Charles Moore shall not have any personal liability with respect to any matters set forth in this Agreement or Seller’s representations and/or warranties herein being or becoming untrue, inaccurate or incomplete in any respect.

7.2 Buyer’s Representations and Warranties. Buyer represents and warrants to Seller (and on the Closing Date shall be deemed to represent and warrant) as follows:

(a) Full Power and Authority. Buyer is a limited liability company duly organized and validly existing under the laws of the State of Nevada and has the full power, authority and legal capacity to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by Buyer hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms hereof and thereof.

(b) Legal, Valid and Binding. This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms.

(c) No Approval by Governmental Authority. No consent, approval, authorization, registration, qualification, designation, declaration or filing with any governmental authority is required in connection with the execution and delivery of this Agreement by Buyer.

(d) No Violation. Execution of this Agreement and all documents executed pursuant to this Agreement, and performance by Buyer of its obligations hereunder, will not breach or violate any other agreement, court order or other arrangement by which Buyer is bound.

(e) No Lawsuits. To the actual knowledge of Buyer, there are no actions, suits, proceedings or investigations pending or threatened against Buyer which question the validity or enforceability of the transaction contemplated herein.

7.3 Survival. Except with respect to any covenants, representations or warranties which are expressly stated in this Agreement to survive the Closing, any and all covenants, representations and warranties by Seller and Buyer contained in this Agreement shall merge in the Deed delivered at the Closing and shall not survive the Closing. The representations and warranties set forth in **Sections 7.1 and 7.2** shall survive the Closing for a period of one (1) year and shall thereafter become null and void.

7.4 Conditions to Buyer’s Closing. The continued accuracy in all material respects of the representations and warranties set forth in **Section 7.1** above shall be a condition precedent to the Buyer’s obligation to close escrow on the Property. If any representation or warranty set forth in **Section 7.1** above shall not be correct in any material respect at or before the Closing, as may be discovered by Buyer on or before the Feasibility Date, Buyer may, as its sole and exclusive remedy on account thereof, terminate this Agreement and receive a return of the Deposit, or so

much thereof as has then been paid by Buyer, in accordance with the terms of **Section 2.2**, in which event the Seller and the Buyer shall have no further liability to each other hereunder (except for any indemnification, confidentiality or other obligations described herein which are expressly stated herein to survive any termination). Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be deemed to exculpate Seller from liability for (i) any representation and warranty that Seller had actual knowledge was false when made; or (ii) any representation and warranty that becomes incorrect in any material respect at or before the Closing by reason of a breach of this Agreement by Seller, each of which shall be deemed a default by Seller hereunder, allowing Buyer the remedies specified in **Section 10.2**.

7.5 Condition to Seller's Obligation to Close. The continued accuracy in all material respects of the representations and warranties set forth in **Section 7.2** shall be a condition precedent to Seller's obligation to Close Escrow on the Property. If any representation or warranty set forth in **Section 7.2** shall not be correct in any material respect at or before Closing, the same shall constitute an incurable default by Buyer pursuant to **Section 10.1**.

## ARTICLE VIII SUCCESSORS AND ASSIGNS, ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and/or assigns. Buyer may assign this Agreement only with the written consent or approval of Seller. The foregoing notwithstanding, Buyer shall not require Seller's consent for any assignment of this Agreement to any entity owned by, controlled by or under common control with Buyer or any principal thereof.

## ARTICLE IX BROKERAGE

Each of Buyer and Seller represents and warrants to the other that it has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction and that it has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Each party hereby indemnifies, protects, defends and agrees to hold the other party harmless from any loss, liability, damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) resulting to the other party from a breach of the representation and warranty made by such party herein. The provisions of this Article shall survive the Closing and termination of this Agreement.

## ARTICLE X DEFAULT

10.1 Buyer's Default. If after five (5) Business Days prior written notice and opportunity to cure (i) Buyer shall fail to close the transaction contemplated hereby as and when required or (ii) if Buyer shall otherwise be in default of its obligations hereunder prior to Closing, the Deposit shall be immediately paid over to Seller as agreed and liquidated damages for Buyer's failure to close, it being acknowledged by Buyer and Seller that in such event Seller will suffer substantial damages but such damages are incapable of exact ascertainment. After payment to Seller of the

Deposit, neither Seller nor Buyer shall have any further rights or obligations hereunder, except that Buyer shall remain obligated pursuant to the provisions hereof which survive termination (including, without limitation, for any damages caused by any breach by Buyer separate and distinct from the breach of failure to close).

10.2 Seller's Default. If after five (5) Business Days prior written notice and opportunity to cure (i) Seller shall fail to close the transaction contemplated hereby as and when required or (ii) if Seller shall otherwise be in default of its obligations prior to Closing, the Deposit shall, at Buyer's election, be refunded to Buyer on demand, and this Agreement shall be terminated and neither Seller nor Buyer shall have any further rights or obligations hereunder except that Seller shall remain obligated pursuant to the provisions hereof which survive termination; or Buyer shall have the right to sue for specific performance of this Agreement. In the event that Specific Performance is not available as a remedy to Buyer due to any action or inaction by Seller, Buyer shall have the right to seek recovery for Buyer's actual damages caused by such Seller's default and which damages shall not include the right to consequential or punitive damages.

10.3 Post-Closing Breaches. Notwithstanding the foregoing, either party shall be entitled to bring an action for actual damages in the event the other party fails to perform when due any act required by this Agreement to be performed by Seller after the Closing or in the event a party discovers after the Closing and within the period of survival, as set forth in **Section 7.3**, that a representation and warranty made by the other party set forth in **Article VII** or in any document delivered at Closing was not correct in any material respect at the Closing.

## **ARTICLE XI** **LITIGATION**

11.1 Attorneys' Fees; Jurisdiction; Venue. In the event of any litigation arising out of or under this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party reasonable attorneys' fees and costs, including at all appellate levels and in any bankruptcy proceeding. Buyer and Seller hereby submit to the jurisdiction of the Civil Courts of the State of Nevada and the United States District Courts located in the State of Nevada in respect of any suit or other proceeding brought in connection with or arising out of this Agreement and venue shall be in Washoe County. The provisions of this **Section 11.1** shall survive the Closing.

11.2 WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT EXECUTED IN CONNECTION HERewith OR RELATED HERETO, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

ARTICLE XII  
MISCELLANEOUS

12.1 Risk of Loss. Seller agrees to give Buyer prompt notice of any fire or other casualty affecting the Property after the Effective Date or of any actual or threatened (to the extent that Seller has current actual knowledge thereof) taking or condemnation of all or any portion of the Property after the Effective Date.

(a) If after the Effective Date and prior to Closing, there shall occur damage to the Property caused by fire or other casualty which would reasonably be expected to cost an amount equal to or greater than ten percent (10%) of the Purchase Price to repair, or the taking or condemnation of all or any portion of the Property which would materially interfere with the present use of such Property, then, in such event, Buyer shall have the right to terminate this Agreement by giving written notice of such termination to Seller within ten (10) days after Buyer has received notice from Seller or otherwise learns of that event.

(i) Upon such termination, neither party shall have any further rights or obligations hereunder; provided, however, that Buyer and Seller shall remain obligated with respect to the indemnities and obligations herein which specifically survive termination.

(ii) If Buyer does not timely terminate this Agreement, then the Closing shall take place as provided herein and, at Closing, Seller shall assign to Buyer all interest of Seller in and to the insurance proceeds or condemnation awards payable to Seller on account of that event, less any expenses reasonably incurred by Seller before and/or after the Closing in processing and resolving the claim with the insurance company, including but not limited to reasonable attorneys' fees and costs (collectively, the **"Net Proceeds"**). At Closing, Seller shall receive a credit in the amount of any sums reasonably incurred by Seller before the Closing to repair any damage caused by such event. Notwithstanding the foregoing, in the event that the amount of Net Proceeds exceeds the Purchase Price, Buyer shall only be entitled to a share of the Net Proceeds (the **"Buyer's Proceeds"**) equal to the Purchase Price and Seller shall receive the balance of the Net Proceeds which exceed the Purchase Price (the **"Excess Proceeds"**); i.e., the term **"Buyer's Proceeds"** shall mean the lesser of the Net Proceeds and the Purchase Price.

(b) If after the Effective Date and prior to Closing there shall occur damage to the Property caused by fire or other casualty which would reasonably be expected to cost less than ten percent (10%) of the Purchase Price to repair, or the taking or condemnation of a portion of the Property which would not materially interfere with the present use of the Property, then, Buyer may not terminate this Agreement and there shall be assigned to Buyer at the Closing all interest of Seller in and to the Buyer's Proceeds. At Closing, Seller shall receive a credit in the amount of any sums reasonably incurred by Seller before the Closing to repair any damage caused by such event.

(c) If after the Effective Date and prior to Closing, there shall occur damage to the Property caused by fire or other casualty which would reasonably be expected to cost an amount equal to or greater than fifty percent (50%) of the Purchase Price to repair, then, in such event, Seller shall have the right to terminate this Agreement by written notice thereof delivered to Buyer within ten (10) days after that event. In such event, neither party shall have any further

rights or obligations hereunder; provided, however, that Buyer and Seller shall remain obligated with respect to the indemnities and obligations herein which specifically survive termination. If Seller does not timely terminate this Agreement, then (provided that Buyer has not terminated this Agreement as provided for in this **Section 12.2**), the Closing shall take place as provided herein and there shall be assigned to Buyer at the Closing all interest of Seller in and to the Buyer's Proceeds. At Closing, Seller shall receive a credit in the amount of any sums reasonably incurred by Seller before the Closing to repair any damage caused by such event.

(d) Regardless of whether any of the Net Proceeds in connection with a casualty to the Property are assigned to Buyer at Closing in accordance with this **Section 12.2**, Seller shall retain the exclusive right to process and handle the claim with Seller's insurance company. Seller and Buyer agree to use good faith efforts to cooperate with each other in resolving any insurance claim, including as to the amount of the Net Proceeds, including, without limitation, promptly providing any and all materials requested by the insurance company and promptly responding to any and all inquiries from the insurance company. Seller shall not have the right to agree to the amount of Net Proceeds with the insurance company without the prior written consent of Buyer (which shall not be unreasonably withheld), unless the Net Proceeds are reasonably expected to equal or exceed the Purchase Price (in which case Seller shall have the right to negotiate and agree with the insurance company by itself, in its sole discretion). Upon payment by the insurance company on or after Closing, the Buyer's Proceeds shall be disbursed to Buyer and the Excess Proceeds, if any, shall be disbursed to Seller. Seller makes no representation or warranty with respect to the amount of the Net Proceeds that will be available from the insurance company in connection with any such casualty, including, without limitation, whether Buyer will be entitled to the actual cash value or the replacement cost of the Property. The provisions of this paragraph shall survive the Closing.

(e) Buyer and Seller acknowledge that the provisions of this **Section 12.2** are intended to govern between the issues of risk of loss, in place of any contrary provisions contained in Nevada's version of the Uniform Vendor and Purchaser Risk Act, NRS 113.030-113.050 inclusive (the "**VPRA**"). To the fullest extent permitted under Nevada law, Buyer and Seller waive and relinquish any rights they may have arising under VPRA.

**12.2 Construction.** The terms "**Seller**" and "**Buyer**" whenever used in this Agreement shall include the heirs, personal representatives, successors and assigns of the respective parties hereto; provided, however, that Buyer's right of assignment is restricted by the provisions hereof. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The term "**including**" as used herein shall in all instances mean "**including, but not limited to**". The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts may have been prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto.

**12.3 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which will constitute the same Agreement. Any signature page of this Agreement may be detached from any counterpart of this Agreement



without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto, but having attached to it one or more additional signature pages. Electronically transmitted signatures on this Agreement, any amendment thereto, and on any notice given pursuant to it shall be effective as originals.

**12.4 Severability and Waiver.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement. Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other party (or parties) shall not constitute a waiver of such performance unless the party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement. The provisions of this **Section 12.4** shall survive the Closing.

**12.5 Governing Law.** The laws of the State of Nevada, without regard to conflicts of law, shall govern the validity, construction, enforcement and interpretation of this Agreement.

**12.6 Further Acts.** In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, Seller and Buyer agree to perform, execute and/or deliver or cause to be delivered, executed and/or delivered at Closing or after Closing all further acts, deeds, and assurances reasonably necessary to consummate the transactions contemplated hereby.

**12.7 Notices.** All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by facsimile, email or other electronic transmission, upon delivery during normal business hours (or the next Business Day if after normal business hours); (c) if sent by overnight courier, with request for next Business Day delivery, on the next Business Day after sending; or (d) whether actually received or not, two (2) Business Days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows (or to such other address as the parties may specify by notice given pursuant to this **Section 12.8**):

**TO SELLER:**

Truckee Meadows Fire Protection District  
1001 East Ninth Street  
Building D, Second Floor  
Reno, Nevada 89512  
Attention: Chief Charles Moore  
Telephone No. (775) 326-6000  
E-mail Address: [CMoore@tmfpd.us](mailto:CMoore@tmfpd.us)

**WITH A COPY TO:**

Washoe County District Attorney's Office  
P.O. Box 11130  
Reno, NV 89520  
Attention: David Watts-Vial  
Telephone No.: (775) 337-5719  
E-mail Address: [dwattsvial@washoecounty.us](mailto:dwattsvial@washoecounty.us)

**TO BUYER:**

SouthTowne Crossing, LLC  
9650 S. McCarran Boulevard  
Reno, Nevada 89523  
Attn: Matthew Karadanis  
Telephone No. (775) 786-8852  
Facsimile No. (702) 786-9505  
E-mail Address: [spartaninc@sbcglobal.net](mailto:spartaninc@sbcglobal.net)

**WITH A COPY TO:**

Krater Consulting Group, PC  
901 Dartmouth Drive  
Reno, NV 89509  
Attn: Kenneth Krater, P.E.  
Telephone: (775) 815-9561  
Facsimile: (775) 786-2702  
Email: [ken@kraterconsultinggroup.com](mailto:ken@kraterconsultinggroup.com)

**TO ESCROW AGENT:**

First American Title Insurance Company  
5310 Kietzke Lane, Suite 100  
Reno, NV 89511  
Attention: Margie Roma  
Email: [mroma@firstam.com](mailto:mroma@firstam.com)  
Telephone: (775) 823-4151

12.8 Entire Agreement; Amendment. This Agreement contains the entire understanding between Buyer and Seller with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, changed, waived, discharged or terminated orally. Any such action may occur only by an instrument in writing signed by the party against whom enforcement of the modification, change, waiver, discharge or termination is sought.

12.9 Recording. This Agreement shall not be recorded and Buyer agrees that recording same constitutes a default by Buyer.

12.10 Exhibits and Schedules. The Exhibits and Schedules that are referenced in and/or attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.

12.11 Time of the Essence. Seller and Buyer expressly agree that time is of the essence with respect to this Agreement. If the final day of any period or any date of performance under this Agreement falls on a date which is not a Business Day, then the final day of the period or the date of performance, as applicable, shall be extended to the next day which is a Business Day.

12.12 No Third Party Beneficiary. This Agreement is solely between Seller and Buyer and no other party shall be entitled to rely upon any provision hereof for any purpose whatsoever.

12.13 Prohibited Persons. Neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 (“EO13224”), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control (“OFAC”) most current list of “**Specifically Designated National and Blocked Persons**” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports “**terrorism**,” as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (v) above are herein referred to as a “**Prohibited Person**”). Buyer covenants and agrees that neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. The provisions of this **Section 12.14** shall survive the Closing or termination of this Agreement.

12.14 No Joint Venture. Buyer acknowledges and agrees that neither Seller nor any other member of the Seller Group is a venturer, co-venturer, insurer, guarantor or partner of Buyer in Buyer's development of, construction upon and resale of the Property, and that Seller and Seller Group bear and shall bear no liability whatsoever resulting from or arising out of Buyer's ownership and development of, and construction upon, the Property. The provisions of this Article shall survive the Closing.

12.15 Temporary Use Provision. The Truckee Meadows Fire Protection District may continue to use the Property as Fire Station #14 until July 1, 2018 to allow adequate time to complete construction of the new Station #14 on Foothill Road and occupy the new station by entering into a license agreement between Buyer and Seller prior to Close of Escrow. Once the Truckee Meadows Fire Protection District has completed the transfer of Fire Station #14 from the Property to the Foothill Road site, the provision of this Section 12.16 shall expire three (3 business) days after receipt of written notice of completion of the transfer. Buyer shall prepare the license agreement at their cost.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the Effective Date.

**SELLER:**

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**BUYER:**

**SOUTHTOWNE CROSSING, LLC,**  
a Nevada limited liability company

By: \_\_\_\_\_  
Matthew Karadanis, Manager

**EXECUTION BY ESCROW AGENT**

The Escrow Agent executes this Agreement for the purposes of acknowledging its Agreement to serve as escrow agent in accordance with the terms of this Agreement.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: June \_\_\_\_, 2018

**EXHIBIT A**

**LEGAL DESCRIPTION**

Legal Description to be added.

**EXHIBIT B**

APN: \_\_\_\_\_

Recording Requested by:

Send Tax Statements to:

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018, between **TRUCKEE MEADOWS FIRE PROTECTION DISTRICT** (“Grantor”), whose address is 1001 East Ninth Street, Building D, Second Floor, Reno, Nevada 89520, in favor of \_\_\_\_\_ (“Grantee”):

**W I T N E S S E T H   T H A T:**

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), lawful money of the United States of America, to it in hand paid by Grantee, at or before the unsealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee and its successors and assigns forever, the parcel of land, with the building and improvements thereon erected, situate, lying and being in the County of Washoe, State of Nevada, and more particularly described on the attached **Exhibit A** (the “Property”).

Subject however, to:

- (a) All general and special taxes for the current fiscal year; and
- (b) Easements, rights of way, limitations, conditions, covenants, restrictions, and other matters of record listed on Exhibit B as Acceptable Encumbrances, attached hereto.

TOGETHER with all singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby specially warrants the title to the Property and will defend the same against the lawful claims of any persons claiming by, through or under Grantor, but against none other.



**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed the day and year first above written.

# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

By \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF NEVADA )  
 ) ss.  
County of \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

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Notary Public

My commission expires:

**AFFIDAVIT**

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ (“**Affiant**”) as authorized signatory of **TRUCKEE MEADOWS FIRE PROTECTION DISTRICT (“Seller”)**, who being by me first duly sworn, deposes and says:

5. There are no matters pending by or against Seller that could give rise to a lien that could attach to the Property between April 17, 2018, the date of the last certification (the “**Last Certification Date**”) of First American Title Insurance Company (the “**Title Company**”) Title Insurance Commitment No. \_\_\_\_\_ (the “**Commitment**”) and the date of the recording of the deed (the “**Deed**”) from Seller to Buyer. Seller has not executed, and will not execute, any instrument that would adversely affect the title to the Property except as contained in the Commitment. Seller will indemnify and hold Buyer and the Title Company harmless from all liens or title defects created by or against Seller subsequent to the Last Certification Date and prior to recordation of the Deed (provided, however, that Buyer promptly instructs the Title Company to record the Deed and the Title Company promptly records the Deed).



**EXHIBIT D**  
**BILL OF SALE**

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT** (“Assignor”), in accordance with the Agreement for Sale and Purchase of Property dated \_\_\_\_\_, 2018 and in consideration of the sum of Ten Dollars (\$10.00) (the sufficiency and receipt of which are hereby acknowledged), does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver (collectively, “**assign**”) unto \_\_\_\_\_, a \_\_\_\_\_ (“**Assignee**”), all of Assignor's right, title and interest in and to all of the furniture, furnishings, fixtures, equipment and other tangible personal property, that is now affixed to and/or located on the Real Property described on **Exhibit A** attached hereto and used in connection with the management, operation, or repair of that Real Property (collectively, “**Personal Property**”).

TO HAVE AND TO HOLD the Personal Property unto Assignee and Assignee's heirs, legal representatives, successors and assigns forever.

THE PERSONAL PROPERTY IS BEING ASSIGNED “**AS IS**”, “**WHERE IS**”, AND “**WITH ALL FAULTS**” AS OF THE DATE OF THIS BILL OF SALE, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ASSIGNEE IS HEREBY ACQUIRING THE PERSONAL PROPERTY BASED SOLELY UPON ASSIGNEE'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR'S AGENTS OR CONTRACTORS. ASSIGNOR HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PERSONAL PROPERTY. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PERSONAL PROPERTY OR ASSIGNOR'S TITLE THERETO.

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IN WITNESS WHEREOF, Assignor has signed, sealed, and delivered this Bill of Sale as of the \_\_\_\_ day of \_\_\_\_\_, 2018.

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## SCHEDULE 1

### ADDITIONAL DEFINITIONS

(a) “**Agreement**” shall mean this Agreement for Sale and Purchase of Property and Joint Escrow Instructions, executed by both Seller and Buyer.

(b) “**Business Day**” shall mean any day on which business is conducted by national banking institutions in Clark County, Nevada.

(c) “**Closing**” shall mean the execution and delivery of the Deed, the Bill of Sale and the other instruments to be executed by Seller conveying the Property to Buyer and the payment by Buyer to Seller of the Purchase Price.

(d) “**Confidentiality Agreement**” shall mean that certain Confidentiality Agreement, if any, concerning the Property executed by Buyer and delivered to Seller.

(e) “**County**” shall mean the County located in the State in which the Property is located being Washoe County Nevada.

(f) “**Deed**” shall mean the grant, bargain and sale deed conveying fee title to the Real Property to Buyer, duly executed by Seller and acknowledged and in proper form for recordation.

(g) “**Effective Date**” shall mean the date on which Escrow Agent receives this Agreement executed by Buyer and Seller.

(h) “**General Intangibles**” shall mean any and all warranties, guaranties, telephone exchange numbers, architectural or engineering plans and specifications, and development rights that relate to the Real Property or the Personal Property.

(i) “**Land**” shall mean that certain parcel of real property located in the County and State, as more particularly described on the attached **Exhibit A**. The legal description shall be added to **Exhibit A** upon receipt of the Survey and in accordance therewith.

(j) “**Permits**” shall mean any and all licenses, permits, authorizations, certificates of occupancy and other approvals that are in effect for the current use and operation of the Property.

(k) “**Personal Property**” shall mean all tangible personal property and fixtures owned by Seller and located on or attached to the Real Property. “**Personal Property**” does not include property owned by others such as parties to Service Contracts.

(l) “**Property**” shall mean collectively the Real Property and the Personal Property.

(m) “**Prorations Date**” shall mean 11:59 p.m. local time (i.e., the time zone in which the Property is located) the day prior to the Closing Date.

(n) **“Real Property”** shall mean the Land together with Seller's interest in the buildings and other improvements and fixtures located thereon, together with all rights of ways, ingress and egress, easements, rights, privileges, hereditaments and appurtenances thereto or in any way appertaining thereto.

(o) **“Seller”** shall mean Seller and its member and manager and such member's trustee, master servicer, special servicer and certificate holders and their respective past, present, and future officers, directors, shareholders, general partners, limited partners, agents, representatives, heirs, successors, assigns and attorneys and their respective heirs, successors, and assigns.

(p) **“State”** shall mean the state in which the Land is located.

(q) **“Title Commitment”** shall mean the commitment for issuance of an owner's title insurance policy issued by the Title Company (or such other title insurance company licensed to do business in the State and selected by Buyer) in favor of Buyer in the full amount of the Purchase Price.