

APN: 044-300-19 (a portion of)

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into this _____ day of _____, 2024, by and between TRUCKEE MEADOWS FIRE PROTECTION DISTRICT (hereinafter referred to as "Seller") and TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 (hereinafter referred to as "Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property located in Washoe County, Nevada, known as Assessor's Parcel Number 044-300-19 described on Exhibit "A" attached hereto and incorporated by reference; and

WHEREAS, Seller desires to sell and Purchaser desires to purchase a 12,000 square foot portion of the Property and a 4,575 square foot Water Facilities and Access Easement (referred to herein as the "Property"); and

WHEREAS, Purchaser desires to build and operate a Booster Pumpstation and associated fixtures on the Property for the public benefit of conveying drinking water.

NOW, THEREFORE, in consideration of the premises and mutual promises set forth below, Seller and Purchaser covenant and agree as follows:

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, and Purchaser hereby agrees to purchase, an undivided 100% fee simple interest in the portion of the Property shown on Exhibit "B", together with all of Seller's right, title and interest in and to all of the appurtenances belonging or appertaining thereunto as shown on Exhibit B and a Water Facilities and Access Easement as shown on Exhibit "C."

2. Purchase Price of Property. The Purchase Price for the Property shall be Three Hundred Twelve Thousand Six Hundred Twenty-Five Dollars (\$312,625.00). This amount includes Two Hundred and Forty Thousand Dollars (\$240,000.00) for the 12,000 square foot Booster Pumpstation site and Sixty-Eight Thousand Six Hundred and Twenty-Five Dollars (\$68,625.00) for the 4,575 square foot Water Facilities and Access Easement and Four Thousand Dollars (\$4,000) for reimbursement of the appraisal cost. The Purchase Property will be payable to Seller upon satisfaction of the Additional Conditions referenced in Section 6. Both parties shall deposit with the third-party escrow holder, all funds and instruments necessary to complete this purchase in accordance with the terms herein. Seller and Purchaser agree that the Property shall be as stated in the Grant, Bargain and Sale Deed attached hereto as Exhibit "D" and the Water Facilities and Access Easement attached hereto as Exhibit "C".

3. Closing and All Associated Costs. All closing costs, including an American Land Title Association Survey ("ALTA"), and all other costs in connection with the Parcel Map in relation to this transaction shall be paid by the Purchaser. Escrow will be opened with Tami Haworth, Escrow Officer, at Stewart Title Company ("Title Company"), 5390 Kietzke Lane, Suite 101, Reno, Nevada 89502.

3.1 Closing Date. Escrow shall close within five (5) days of receipt of all final government approvals for the Parcel Map ("Closing Date"). In no event shall the Closing Date occur after _____ (the "Outside Closing Date"), unless the Outside Closing Date is extended by Purchaser. If Purchaser's conditions to Closing have not been satisfied or waived by the Outside Closing Date, Purchaser may i) terminate this Agreement, in which event neither Party shall have any further obligation hereunder; or ii) proceed to closing.

3.2 Purchaser's Conditions to Closing. The following are conditions precedent to Purchaser's obligation to Close Escrow and are each for the benefit of Purchaser, each of which must be satisfied or waived in writing by Purchaser prior to the Closing:

(a) Title Insurance. Upon creation of the separate legal parcel for conveyance to Purchaser, Title Company shall be irrevocably committed to issue the Title Policy in the amount of the Purchase Price. Purchaser shall have the right to request that the Title Company issue an ALTA Extended Title Policy and/or additional title endorsements at Purchaser's sole cost and expense provided (i) the Close of Escrow will not be delayed beyond the Closing Date because of such request, (ii) Purchaser shall be solely responsible for satisfying all requirements for the issuance of the ALTA Extended Title Policy (including provision of an ALTA Survey);

(b) Seller's Representations. All of Seller's representations and warranties set forth in this Agreement shall be true and correct as of the Closing Date;

(c) Property Condition. The physical condition of the Property shall not have been materially altered, changed or affected from the same as of the date of this Agreement;

(d) Intervening Laws. No laws, ordinance, statute, code, moratorium, ruling, or order shall have been enacted by any governmental agency or entity with jurisdiction over Purchaser or the Property or by any court of competent jurisdiction that would have a material adverse effect on Purchaser's intended use, holding, or development of the Property;

(e) Seller's Performance. Seller shall not otherwise be in default under this Agreement;

(f) Subdivision of Parcel. Final government approvals have been received for the Parcel Map.

In the event that any of the conditions set forth in this Section 3.2 are not satisfied or waived by Purchaser in writing prior to the Closing Date, or if the Parcel Map is denied or unreasonably conditioned or modified by governmental authorities, Purchaser shall not be obligated to proceed to Close and shall have the right to terminate this Agreement by written notice to Seller and Title Company. In such event, Purchaser reserves the right, and Seller agrees to execute easements to allow Purchaser to locate a Booster Pump Station and associated fixtures on the Property for the amount of the Purchase Price of \$312,625.00. If no Closing occurs, the Parties agree to negotiate in good faith an easement for the Property within thirty days.

4. Closing Duties of Title Company. At the Closing Date, Title Company shall:

(a) Cause the Parcel Map and Deed, and any other appropriate documents to be recorded in the office of the County Recorder of Washoe County, Nevada;

(b) Deliver to Purchaser the Title Policy as provided herein and a conformed copy of the recorded Deed, and other instruments conveying title to the Property; and

(c) Deliver to Seller, the payment specified in Section 2 above.

5. Pump House Design, Fencing, Landscaping and Access Road. The Pumphouse shall be constructed of Concrete Masonry Units with a roof and design to resemble the existing fire station building. The fencing shall be 8' high, vinyl chain link with a top guard of 3 strands of barbed wire and shall be constructed on the property line of the new Booster Pumpstation Parcel. The existing drainage channel that routes through the subdivided parcel will be piped via a culvert and will discharge into the existing natural drainage. Additional channel improvements within 30+/- ft of the south property line may be needed for proper storm water conveyance. Any drainage improvement outside the parcel will be reviewed and approved by the Seller. Purchaser shall pay for, construct, install and maintain any landscaping required by Washoe County as a condition of approval. Purchaser shall install a 15' wide access road with a suitable all-weather surface similar to at least four-inch compacted type two gravel base or asphalt paving. The proposed site layout and fence detail are attached hereto as Exhibit "E" & "F".

6. Additional Conditions.

(a) Subdivision of Parcel. Seller and Purchaser acknowledge that a separate legal parcel has not been created for the Property shown in Exhibit "B" and must be created and approved by appropriate governmental entities prior to and as a condition of Closing. Purchaser shall seek all required governmental approvals prior to the Closing to subdivide and create a separate parcel comprised of the Property shown in Exhibit "B" and to permit the recordation of the Parcel Map and conveyance of the Property to Purchaser. Seller, as the legal owner of the Property, shall reasonably cooperate with Purchaser in connection therewith and execute and submit any applications or other documents reasonably required to secure such approvals.

7. Representations of Seller. Seller represents and warrants:

(a) That Seller is the sole legal owner of, and has good and marketable fee title to the Property, and has the legal authority and capacity to execute and deliver this Agreement and sell and convey the Property to Purchaser and shall have and convey to Purchaser at Closing good and marketable title to the Property free and clear of all liens and encumbrances, and to perform all its respective obligations under this Agreement; and, no other action is necessary to authorize this Agreement or transactions herein contemplated.

(b) To the best of Seller's knowledge without inquiry, there are no liens, claims, special assessments, assessment districts, other encumbrances, easements, encroachments, leases, contracts or other rights of any nature affecting the ownership, use of, or title to the Property, other than as set forth in the information to be provided to Purchaser by Seller and the exceptions set forth in the Preliminary Title Report.

(c) Seller represents and warrants that there are, on the Effective Date of this Agreement and at the Closing Date, no pending annexations, condemnations, or other proceedings or litigation against or affecting any part of the Property of which Seller has actual

notice and, to the best of Seller's actual knowledge, no such actions or proceedings are threatened.

(d) Seller represents and warrants that no party other than Purchaser has any right to acquire the Property shown in Exhibit "B" (by contract, option, or otherwise) and neither the execution by it of this Agreement nor the consummation of this sale will constitute a violation or breach by Seller of any contract or other instrument to which it is a party, or to which Seller is subject, or by which any of Seller's assets or properties may be affected, or any judgment, order, writ, injunction or decree issued against or imposed upon Seller; or will result in a violation of any applicable law, order, rule or regulation of any governmental authority.

(e) Seller represents and warrants that neither Seller, nor to Seller's actual knowledge, any third party has used, stored, generated, disposed of, spilled, handled, transported or discharged any Hazardous Materials on or about the Property. To Seller's actual knowledge, there are no violations under, or actions taken with respect to violations under, any governmental regulations or laws related to any Hazardous Materials located on or under the Property or any releases of Hazardous Materials on or under the Property; and Seller has not received any notice from any governmental authority alleging a violation of any laws applicable to any Hazardous Materials or requiring any action with respect to any Hazardous Materials on or about the Property. For purposes of this Agreement, "Hazardous Materials" means any substance or material whose nature and/or quantity or existence, use, manufacture, or effect render it subject to federal, state, or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, and including, without limitation, (a) any "hazardous material," "hazardous substance," and "hazardous waste," as said terms are defined in Nevada Revised Statutes Sections 459.428, 459.429 and 459.430, respectively, (b) petroleum, (c) asbestos, (d) polychlorinated biphenyls, (e) radioactive material, (f) any substance or material designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1317), (g) any substance or defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (41 U.S.C. § 6903), or (h) any "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensations, and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

(f) That the execution of this Agreement and the sale of the Property shown in Exhibit "B" will not contravene any provision of applicable law, or any other applicable organizational or governing document of Seller, or any other contract, agreement, instrument or order or decree binding upon Seller.

(g) That Seller has not incurred an obligation or liability, contingent or otherwise, for brokerage or finder's fees or agents' commissions or other similar payment in connection with this Agreement.

8. Representation of Purchaser. Purchaser represents:

(a) That it is a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277, with full power and authority to enter into this Agreement and to consummate the transactions herein contemplated.

(b) That this Agreement has been duly and validly authorized by all necessary governmental actions, and no other action is necessary to authorize this Agreement or the transactions contemplated hereunder.

(c) That Purchaser will be responsible for repairing any damage to the balance of the Property, caused by Purchaser during the Booster Pumpstation construction.

9. Indemnification for Breach of Representations and Warranties. The parties hereby make the following indemnifications:

(a) Seller agrees to indemnify and hold harmless Purchaser and its Board Members, agents and employees from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees) which Purchaser may incur by reason of, or in connection with, any untrue statement in this Agreement made by Seller or the breach of any representation or warranty of Seller contained in this Agreement.

(b) Purchaser agrees to indemnify and hold harmless Seller and their agents and employees from and against, any and all claims, damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees) which Seller may incur by reason of, or in connection with, any untrue statement in this Agreement made by Purchaser or the breach of any representation or warranty of Purchaser contained in this Agreement.

10. Mutual Releases. From and following the execution and delivery of the Deed and Parcel Map, the parties shall be forever released and discharged from further liability for the obligations of this Agreement, provided however, such releases shall not pertain to the obligations and provisions of the parties as set forth in the Deed and Parcel Map.

11. Covenants of Further Assurance. The parties to this Agreement covenant and agree to act in good faith and to take such further action as may be required to fully effectuate the intentions of the parties under this Agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

13. Effectiveness and Counterparts. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Purchaser and Seller and their respective successors and assigns.

15. Consent to Jurisdiction. This Agreement was negotiated by the parties in the State of Nevada, and Seller and Purchaser consent to the personal jurisdiction in any court of competent jurisdiction in the State of Nevada.

16. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the following addresses:

SELLER:

Truckee Meadows Fire Protection District
c/o Dale Way, Deputy Fire Chief
3663 Barron Way
Reno, Nevada 89511

PURCHASER:

Truckee Meadows Water Authority
Attn: John R. Zimmerman, General Manager
P.O. Box 30013
Reno, Nevada 89520

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement as of the date first above written.

SELLER:

TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT

By: _____

Name: _____

Title: _____

PURCHASER:

TRUCKEE MEADOWS WATER
AUTHORITY, a Joint Powers
Authority

By: _____

Name: _____

Title: _____

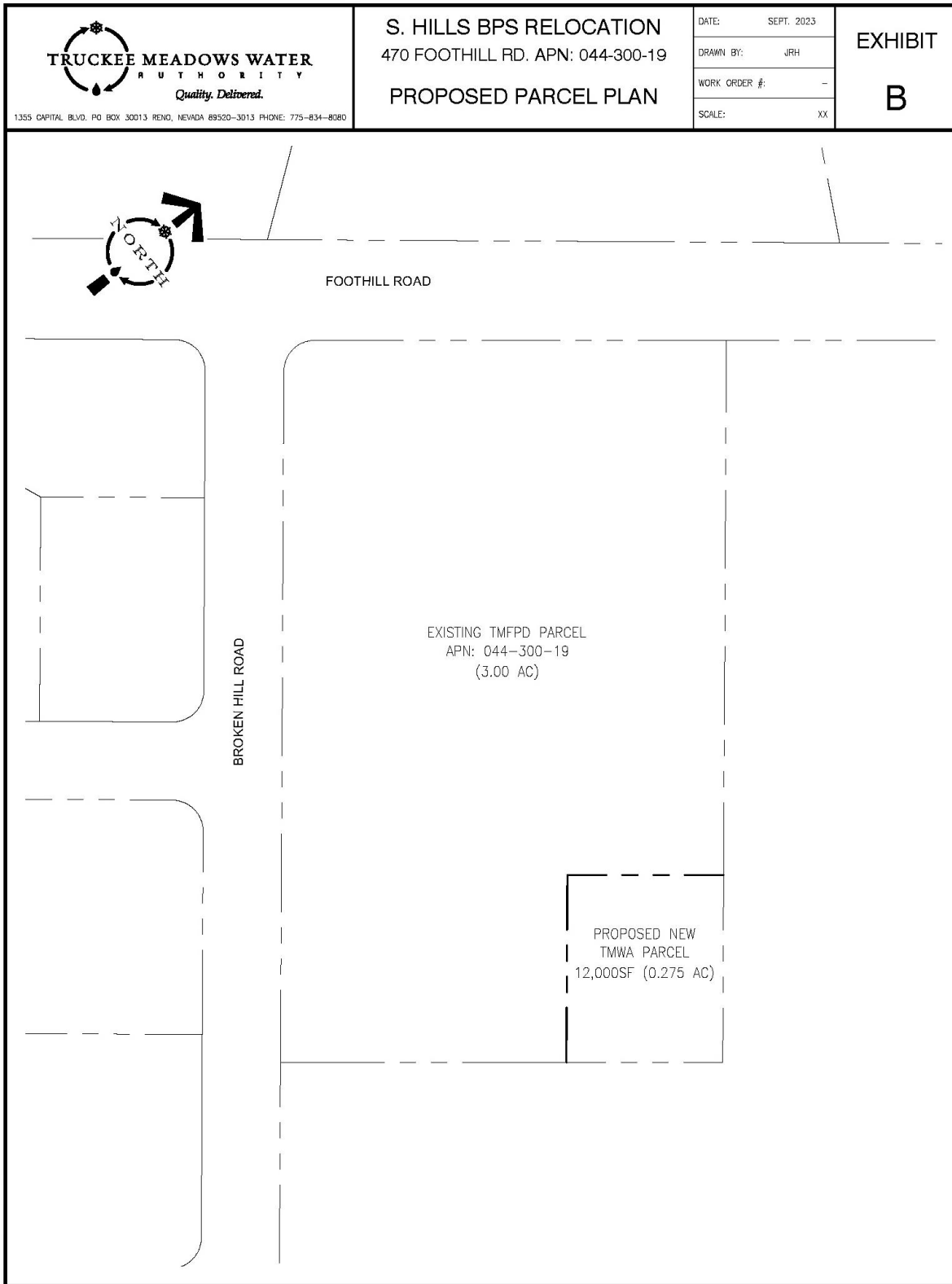
EXHIBIT "A"

All that certain real property situate in the County of Washoe, State of Nevada, and being more particularly described as follows:

Parcel A of Parcel Map No. 5199 for SOUTH HILLS INVESTMENT COMPANY filed in the Official Records of Washoe County Nevada on November 25, 2015, under Document No. 4536437.

APN: 044-300-19

EXHIBIT "B"



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Sep 07, 2023 11:23am

EXHIBIT "C"

A.P.N: 044-300-19 (a portion of)

After Recordation Return To:

Truckee Meadows Water Authority
Attn: Heather Edmunson, SR/WA, Lands Administrator
P.O. Box 30013
Reno, Nevada 89520-3013

**GRANT OF EASEMENT FOR
WATER FACILITIES AND ACCESS ROAD**

THIS INDENTURE, made and entered into this ____ day of _____, 2024, by and between **TRUCKEE MEADOWS FIRE PROTECTION DISTRICT** ("Grantor") for other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to **TRUCKEE MEADOWS WATER AUTHORITY**, a Joint Powers Authority entity, created pursuant to a cooperative agreement among the Cities of Reno, Nevada, Sparks, Nevada and, Washoe County, Nevada, pursuant to NRS Chapter 277 ("Grantee").

RECITALS:

A. Grantor owns certain real property located in the County of Washoe, State of Nevada, described as Assessor's Parcel No. 044-300-19 more particularly described as a portion of Parcel A of Parcel Map No. 5199 for SOUTH HILLS INVESTMENT COMPANY, according to the map thereof, filed in the Office of the County Recorder of Washoe County, State of Nevada, on November 25, 2015, under Document No. 4536437 (the "Grantor Property");

B. Grantee operates a municipal water system in Washoe County;

C. Grantor desires to grant a non-exclusive easement to Grantee over, across and under a portion of the Grantor Property, for the purposes of and on the terms and conditions set forth herein, in connection with the construction and operation of certain water system facilities by Grantee.

NOW THEREFORE, for and in consideration of other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors, assigns, agents, and licensees: i) a permanent and non-exclusive easement and right of way ("Easement") to construct, alter, maintain, inspect, repair, reconstruct, and operate underground water pipelines, together with the appropriate conduits, markers, valve boxes, vents, meters, fixtures, access road and any other facilities or appurtenances (hereinafter called "Water Facilities and Access Road"), over, across, upon, under, and through that portion of the Grantor Property more fully described on **Exhibit "A"** and shown on **Exhibit "A-1"** attached hereto and made a part hereof to access the Water Facilities and Access Road (the "Easement Area").

2. Access. Grantee, and its respective successors, assigns, agents and licensees,

shall have at all times ingress and egress to the Easement Area for the purposes set forth above.

3. Access Road Improvements and Maintenance. Grantee shall maintain the access road, as it deems appropriate in a clean and safe condition for Grantee's purposes at its reasonable sole discretion, but makes no representations or warranties regarding the condition of the road or its safety for access by others or for other uses. Grantee shall install a suitable all-weather surface similar to at least four-inch compacted type two gravel base or asphalt paving. Grantee will use caution during maintenance of the Water Facilities and Access Road and maintain the Easement Area for Grantee's purposes in state of good repair and efficiency. If the Grantor, or its successors, heirs or assigns, upgrade or make changes to the shared portion of the roadway, treating the surface, reshaping the surface, constructing drainage or retaining wall structures, causing any utility relocations, or other improvements or changes, it shall be done at no expense to Grantee and Grantee shall not be required to maintain or repair the road to its upgraded condition. Snow removal shall not be the responsibility or obligation of the Grantor or Grantee. Grantor shall indemnify, hold harmless, and defend Grantee against any claims, lawsuits, or other causes of action asserted against Grantee by anyone using the road to access Grantor's Property.

4. Hold Harmless. Subject to and without waiving the liability limitations in NRS Chapter 41, Grantee will at all times indemnify, save and hold harmless Grantor with respect to any and all losses, damages, costs, fees (including attorney's fees), claims, fines, penalties, actions, proceedings or liabilities whatsoever by reason of any injury or death to any person or any damage to the Grantor Property, the Easement Area, or any property located thereon, to the extent caused by any act or omission of Grantee, its agents, employees, representatives, contractors, or subcontractors in using, constructing, erecting, altering, maintaining, inspecting, repairing, reconstructing and operating of the Easement Area.

5. No Interference. Grantor shall not plant, erect or construct, nor permit to be planted, erected or constructed within the Easement Area, any shrubs, trees, buildings, fences, parking areas or structures, nor shall Grantor permit any activity to occur within the Easement Area which in the reasonable judgment of Grantee is inconsistent with Grantee's use of the Easement Area.

6. Removal of Obstructions. Grantee shall have the right, to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from the Easement Area, which in the reasonable judgment of Grantee may impair, interfere with or endanger Grantee's use of the Easement Area or the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of the Easement Area.

7. Reimbursement for Grantor Breach. Grantor shall reimburse Grantee for the reasonable costs incurred by Grantee as a result of Grantor's breach of any covenant of Grantor set forth herein.

8. Relocation of the Water Facilities and Access Road. Grantor may, at any time, request the relocation of the Water Facilities and Access Road Easement Area, including the access road and improvements to a new location on the Grantor Property. Grantee has sole discretion to reject or approve such request. Any relocation must be suitable to Grantee for Grantee's intended purposes and Grantor must convey to Grantee an equivalent easement in the new location and pay for all reasonable out-of-pocket costs and expenses incurred by Grantee arising from or related to the relocations of the Water Facilities and Access Road,

whether on or off the Grantor Property, including design costs and retirement of existing facilities.

THIS GRANT OF EASEMENT and the terms contained herein shall benefit Grantee in gross, and shall run with the land and shall be binding upon and shall inure to the benefit of Grantor and Grantee and the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto each said Grantee, its successors, agents and assigns forever.

IN WITNESS WHEREOF, Grantor and each Grantee have caused these presents duly to be executed the day and year first above written.

GRANTOR:

TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT

By: _____

Name: _____

Title: _____

GRANTEE:

TRUCKEE MEADOWS WATER
AUTHORITY, A Joint Powers Authority

By: _____
John R. Zimmerman, General Manager

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

 This instrument was acknowledged before me this _____ day of _____,
2024, by _____ as _____ of Truckee Meadows Fire
Protection District, as therein named.

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

 This instrument was acknowledged before me this _____ day of _____,
2024, by John R. Zimmerman, General Manager of the Truckee Meadows Water Authority, as
therein named.

Notary Public

EXHIBIT "D"

A.P.N: 044-300-19 (a portion of)

After Recordation Return To
And Mail Tax Statements To:

TRUCKEE MEADOWS WATER AUTHORITY,
A Joint Powers Authority
Attn: Heather Edmunson, SR/WA, Lands Administrator
P.O. Box 30013
Reno, Nevada 89520

GRANT, BARGAIN AND SALE DEED

THIS GRANT, BARGAIN AND SALE DEED, made and entered into this ____ day of _____, 2024, by and between TRUCKEE MEADOWS FIRE PROTECTION DISTRICT (hereinafter referred to as "Grantor") and TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to NRS Chapter 277 (hereinafter referred to as "Grantee").

WITNESSETH:

GRANTOR, for and in valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain and sell unto Grantee, its successors and assigns forever, its right, title and interest in the real property, together with all tenements, hereditaments and appurtenances, including easements, if any, thereto belonging or appertaining, and any reservations, remainders, rents, issues or profits thereof, described as follows:

See Exhibit "A" attached

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors, agents and assigns forever.

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

GRANTOR:

TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT

By: _____

Name: _____

Title: _____

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This Agreement was acknowledged before me this _____ day of _____, 2024, by _____ as _____ of TRUCKEE MEADOWS FIRE PROTECTION DISTRICT.

Notary Public

EXHIBIT "A"

All that certain real property situate in the County of Washoe, State of Nevada, and being more particularly described as follows:

Parcel __ of Parcel Map No. _____ for TRUCKEE MEADOWS WATER AUTHORITY AND TRUCKEE MEADOWS FIRE PROTECTION DISTRICT, as filed in the Official Records of Washoe County Nevada on _____, under Document No. _____.

Containing 12,000 square feet more or less.

APN: 044-300-19 (a portion of)

[illegible]

EXHIBIT "F"
FENCE DETAIL

