

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made and entered into as of the Effective Date (defined below), by and between the Regional Transportation Commission of Washoe County, Nevada, a regional transportation commission governed by Nevada Revised Statutes Chapter 277A (“**Seller**” or “**RTC**”), and City of Reno (“**Buyer**”) (Seller and Buyer each a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, as part of Seller’s US 395/Clear Acre/Sutro Interchange Improvement Project (“**Project**”), Seller acquired title to certain parcels located at the southwest corner of Clear Acre Lane and Scottsdale Road in Reno, Nevada: APN 004-082-18; APN 004-061-29; APN 004-061-20; APN 004-061-26; APN 004-061-22; and APN 035-033-02 (collectively, the “**Parcels**”).

WHEREAS, Buyer has represented that it intends to purchase the property for a public use and purpose related to affordable housing.

WHEREAS, on July 19, 2024, Seller’s Board of Commissioners adopted a resolution declaring Seller’s intention to sell the Parcels to Buyer.

WHEREAS, on August 16, 2024, Seller’s Board of Commissioners heard objections, if any, to the proposed sale of the Parcels to Buyer. Seller’s Board of Commissioners thereafter adopted a resolution approving the sale of all of Seller’s right, title, and interest in and to the Parcels to Buyer, authorizing the RTC Executive Director to execute this Agreement, and authorizing the RTC Chair to execute and deliver a quitclaim deed conveying the Parcels to Buyer upon performance of all of the terms and conditions of this Agreement.

WHEREAS, on August 28, 2024, Buyer’s City Council approved the purchase.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject only to the contingencies set forth herein, Buyer and Seller agree as follows:

AGREEMENT

1. **Definitions.** For the purpose of this Agreement, the following terms shall have the following definitions:

1.1. “**Affiliate**” shall mean, with respect to any Person, a Person that directly or indirectly, through one or more intermediaries, has control of, is controlled by, or is under common control with, such Person. For these purposes, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management of any Person, whether through the ownership of voting securities, by contract or otherwise.

1.2. “Closing Date” means the date upon which Closing (defined below) actually occurs, as such date may be modified pursuant to mutual agreement of Buyer and Seller; provided that such date is on or before October 31, 2024 (the **“Outer Closing Date”**).

1.3. “Effective Date” means the later of (i) the date on which the Parties deliver a copy of this Agreement to Escrow Holder executed by both Buyer and Seller, and (ii) notice of such delivery and execution is given to each Party along with a copy of such executed Agreement. For the purposes of determining the “Effective Date,” the date on which the Escrow Holder sends an email to all Parties notifying them of the opening of escrow shall be deemed notice to each Party of the execution and delivery of the Agreement.

1.4. “Escrow Holder” means Ticor Title of Nevada, Inc., 5441 Kietzke Lane, Suite 100, Reno, Nevada 89511 (attention: Luann Barnes).

1.5. “Hazardous Substances” means any and all substances, materials and wastes which are regulated as hazardous or toxic under applicable local, state or federal law or which are classified as hazardous or toxic under local, state or federal laws or regulations, including, without limitation, (i) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” “solid waste,” “pollutant” or “contaminant” as such terms are defined by or listed in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) (“CERCLA”), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) (“SARA”), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) (“RCRA”), the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Control Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Hazardous and Solid Waste Amendments of 1984 (Public Law 86-616 Nov. 9, 1984), the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), and in the regulations promulgated pursuant to such laws, all as amended, (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101) or 40 CFR Part 302, both as amended, and (iii) any material, waste or substance which is (A) oil, gas or any petroleum or petroleum by-product, (B) asbestos, in any form, (C) polychlorinated biphenyls, (D) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, (E) flammable explosives, or (F) radioactive materials.

1.6. “Inspection Period” means the period beginning on the Effective Date and ending at 5:00 p.m. (Pacific Time) on the forty-fifth (45th) calendar day following the Effective Date.

1.7. “Person” shall mean all natural persons, corporations, limited partnerships, general partnerships, limited liability companies, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and governments and branches agencies and political subdivisions thereof.

1.8. **“Title Company”** means Ticor Title of Nevada, Inc., 5441 Kietzke Lane, Suite 100, Reno, Nevada 89511 (attention: Luann Barnes).

2. **Sale of Property; Purchase Price.**

2.1. **Sale of Property.** Subject to the terms, covenants and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in and to the Parcels, as more particularly described in Exhibit A and depicted in Exhibit B, with all of Seller’s right, title and interest in and to all water, air and mineral rights, interests, privileges, entitlements, utility deposits, easements, rights, improvements, hereditaments and appurtenances to said Parcels (collectively the **“Property”**).

2.2. **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property is Two Million Two Hundred Fifty-Six Thousand and no/100 Dollars (US \$2,256,000.00), which shall be in cash or other immediately available funds (the **“Purchase Price”**).

2.3. **No Financing Contingency.** Buyer acknowledges that the Buyer’s obligation to consummate the transaction contemplated hereby is not contingent upon Buyer’s ability to obtain financing and that the Closing (defined below) will not be deferred to allow Buyer time to obtain financing. Buyer further acknowledges that no financing for this transaction will be provided by Seller, nor shall Buyer be permitted to assume Seller’s existing financing, if any.

2.4. **Payment of the Purchase Price.** The Purchase Price shall be payable as follows:

2.4.1. **Deposit.** On or before the date that is ten (10) calendar days after the Effective Date, Buyer shall initiate a wire transfer to Escrow Holder in the amount of five thousand and no/100 dollars (US \$5,000.00) as a good faith deposit (the **“Deposit”**), which shall be applicable to the Purchase Price at Closing. The Deposit shall be nonrefundable after the expiration of the Inspection Period (if Buyer has not terminated the Agreement), except on account of the failure of any of Buyer’s Closing Conditions (defined below) and as otherwise set forth herein. The benefit of the Deposit shall be retained by Seller pursuant to Section 10.1 if this Agreement is terminated or if the Closing does not occur by the Closing Date for any reason other than (a) upon the failure of a contingency or condition contained in Sections 3 or 4.1, or (b) if this Agreement is terminated by Buyer in accordance with any of Sections 4.1.2, 6.1, 6.2, 9.1, or 10.2, in which case the Deposit shall be immediately refunded by Escrow Holder to Buyer.

2.4.2. **Balance of Purchase Price.** Buyer shall deposit into Escrow an amount equal to the Purchase Price, plus Buyer’s Closing Cost, minus the amount of the Deposit, less credits due to Buyer under Section 3.9 hereof (the **“Cash Balance”**) in the form of immediately available United States federal funds no later than the Closing Date.

2.5. Interest. All funds received from or for the account of Buyer shall be deposited by Escrow Holder in an interest-bearing account with a federally insured state or national bank, redeemable on not more than one day's notice. Interest shall accrue for the benefit of Buyer.

3. Escrow; Closing Conditions and Other Closing Matters.

3.1. Escrow. Upon the execution of this Agreement by Buyer and Seller, and the acceptance of this Agreement by Escrow Holder in writing, this Agreement shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder to open escrow (the "**Escrow**") for the consummation of the sale of the Property to Buyer pursuant to this Agreement. Upon Escrow Holder's receipt of the Deposit and Escrow Holder's written acceptance of this Agreement, Escrow Holder shall send email confirmation of the opening of Escrow to all Parties in accordance with Section 1.3 above, and is authorized to act in accordance with the terms of this Agreement. If required by Escrow Holder, Buyer and Seller shall promptly execute general escrow instructions based upon this Agreement; provided, however, that if there is any conflict or inconsistency between such general escrow instructions and this Agreement, this Agreement shall control. Any disbursements made to the Parties by Escrow Holder shall be made with immediately available United States federal funds. Notwithstanding the foregoing, Buyer and Seller shall retain the right to deliver supplemental escrow instructions to Escrow Holder pertaining to the delivery and release of documents and similar matters.

3.2. Closing Date. The consummation of the sale of the Property through Escrow shall close (the "**Closing**" or "**Close of Escrow**") on the Closing Date (or such other date as may be agreed upon by the Parties) provided that all conditions to the Closing set forth in this Agreement have been satisfied or waived in writing by the Party intended to be benefited thereby. In the event that the Closing does not occur on or before the Outer Closing Date, this Agreement shall terminate and neither Party shall have any further obligation to the other except to the extent that failure to close was caused by default of Buyer or Seller, in which case the Parties shall have the remedies upon default described in Sections 10.1 and 10.2.

3.3. Buyer's Conditions to Closing. The Closing is subject to and contingent on the satisfaction of only the following conditions (collectively, "**Buyer's Conditions to Closing**") or the waiver of the same by Buyer in writing:

3.3.1. Accuracy of Seller's Representations and Warranties. All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the date made and as of the Closing.

3.3.2. Seller's Performance. Seller shall have timely performed, satisfied and complied in all material respects with all material covenants, agreements and conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date.

3.3.3. Title Policy. The Title Company is willing to issue the Title Policy complying with the requirements of Section 4.2 upon the payment of the premium therefor and the provision of any information or assurances from Seller required by the Title Company.

3.3.4. No Adverse Action. There shall exist no pending or threatened action, suit or proceeding with respect to Seller or the Property before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transaction contemplated hereby.

3.4. Seller's Conditions to Closing. The obligations of Seller to consummate the transactions provided for herein are subject to and contingent upon the satisfaction only of the following conditions or the waiver of same by Seller in writing:

3.4.1. Accuracy of Buyer's Representations and Warranties. All of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the date made and as of the Closing.

3.4.2. Buyer's Performance. Buyer shall have timely performed, satisfied and complied in all material respects with all material covenants, agreements and conditions required by this Agreement to be performed or complied with by Buyer on or before the Closing Date.

3.5. Closing Costs and Charges.

3.5.1. Seller's Costs. None.

3.5.2. Buyer's Costs. Buyer shall pay (a) all of the Escrow Holder's escrow fees in connection with the Escrow; (b) recording fees payable in connection with the transfer of the Property to Buyer from Seller; (c) the cost of the Title Policy (including the cost of any endorsements); (d) the costs of any due diligence investigations conducted by or for the benefit of Buyer; and (e) all documentary and/or transfer taxes on the Deed, if any.

3.5.3. Other Costs. All other costs relating to the Closing, if any, shall be borne by Buyer; provided, however, that, except as otherwise expressly set forth in this Agreement, each Party hereto shall be responsible for its own attorney's fees and costs in connection herewith.

3.6. Deposit of Documents by Seller. On or before the Closing Date, Seller shall deposit the following items into Escrow, each of which shall be duly executed and acknowledged by Seller where appropriate:

- (a) The Quitclaim Deed;
- (b) A Certification of Non-Foreign Status (the "**Certification**");
- (c) All other documents as may reasonably be required by Escrow Holder or Buyer to close the Escrow in accordance with this Agreement.

3.7. Deposit of Documents and Funds by Buyer. On or before the Closing Date, Buyer shall deposit the following items into Escrow, each of which shall be duly executed and acknowledged by Buyer where appropriate:

- (a) The Cash Balance;
- (b) All other funds and documents as may reasonably be required by Escrow Holder or Seller to close the Escrow in accordance with this Agreement.

3.8. Delivery of Documents and Funds at Closing. Provided that all conditions to Closing set forth in this Agreement have been satisfied or, as to any condition not satisfied, waived by the Party intended to be benefited thereby, on the Closing Date, Escrow Holder shall conduct the Closing by recording and/or distributing the following documents and funds in the following manner:

3.8.1. Recorded Documents. Record the Quitclaim Deed in the Official Records of Washoe County, Nevada;

3.8.2. Purchase Price. Deliver to Seller the Purchase Price and such other funds, if any, as may be due to Seller by reason of net credits under this Agreement;

3.8.3. Buyer's Documents. Deliver to Buyer: (a) the original Title Policy (as soon as practicable after Closing, but in any event not later than ten (10) calendar days following the Closing); (b) the original Certification; and (c) a counterpart of the recorded Quitclaim Deed;

3.8.4. Seller's Documents. Deliver to Seller an original fully executed counterpart of every document executed by Buyer and copies of every other document delivered to Buyer.

3.9. Prorations and Adjustments. Those items described below shall be adjusted and prorated and apportioned between the Parties on an accrual basis and/or other reasonable method, taking into account the extent to which the same are attributable to periods before and after the Closing Date. Net credits in favor of Buyer shall be deducted from the Purchase Price and net credits in favor of Seller shall be paid to Seller in cash through Escrow at the Closing.

3.9.1. Taxes and Assessments. All real estate taxes and assessments (including without limitation ad valorem, school, intangible and use taxes) relating to the Property shall be prorated based on the current year's tax bills.

3.9.2. Operating Expenses. Any and all deposits and charges for services, utilities, or any other expenses incurred in the operation of the Property shall be prorated between the Parties. Seller and Buyer shall obtain billings and meter readings available as of the Closing Date to aid in any such prorations, if available.

4. Title Matters; Conveyance of the Property.

4.1. Preliminary Title Report. Within five (5) calendar days of the Effective Date, Title Company shall cause to be provided to Buyer and Seller a preliminary title report for title insurance to be issued by Title Company with respect to the Property, together with copies of all underlying title documents described in such preliminary title report (collectively, the “PTR”).

4.1.1. If Buyer disapproves of any item in the PTR, then Buyer shall so notify Seller in writing on or before the date that is seven (7) calendar days prior to the expiration of the Inspection Period. If Buyer does not timely object in writing to any exception or other matter in the PTR, then Buyer shall be deemed to have approved the PTR. Seller shall be obligated to cure any of Buyer’s objections as to monetary encumbrances, and shall have the right, but not the obligation, to notify Buyer on or before the date which is three (3) business days following receipt of any Buyer objections that Seller that Seller will cure any exception objected to by Buyer and, in such case, shall provide such documents or funds as shall reasonably be required by the Title Company to remove or to cure such disapproved items, and/or to obtain a bond or title commitment (or endorsement, subject to Buyer’s approval, which shall not be unreasonably withheld) removing the effect of such items as exceptions from the Title Policy. Seller’s failure to deliver such notice to Buyer with respect to any disapproved item shall be deemed to be an election by Seller not to so remove or to cure such non-monetary encumbrance or obtain such a bond, title commitment or endorsement.

4.1.2. If Seller elects not to remove or to cure any non-monetary encumbrance (or is otherwise deemed to have elected not to so remove or to cure the same), then Buyer shall have the right exercisable on or before the expiration of the Inspection Period to either (i) waive such exceptions to the Title Policy, and proceed to take title to the Property (and accept the Title Policy) subject to such exceptions, without any deduction or offset in the Purchase Price, and without any claim or cause of action against Seller, or (ii) terminate this Agreement, in which case the Deposit shall promptly be returned to Buyer, this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except those that are expressly stated to survive the Closing.

4.2. Buyer’s Title Policy. At the Closing, Escrow Holder shall cause the Title Company, at Buyer’s sole cost, to issue to Buyer an ALTA Owner’s Policy of Title Insurance (the “Title Policy”) which shall be written with liability in the amount of the Purchase Price, and contain only such exceptions as are acceptable to Buyer in accordance with its title review pursuant to Section 4.1, and subject to Seller’s election to remove or not remove Buyer’s disapproved items pursuant to Section 4.1.1, and such endorsements as Buyer may require. If Buyer elects to obtain an ALTA Extended Coverage Policy of Title Insurance, Buyer shall also be responsible for the cost of any endorsements to the Title Policy Buyer may request. Escrow Holder shall cause a pro forma policy to be delivered to Buyer upon request.

4.2.1. Conveyance of the Property. Seller shall convey title to the Property to Buyer by quitclaim deed in the form of Exhibit C attached hereto (the “Quitclaim Deed” or “Deed”).

4.3. Delivery of Possession. Seller shall deliver possession of the Property to Buyer at the Closing.

5. Commissions. Buyer and Seller each represent and warrant to the other that there are no commissions, finder's fees or brokerage fees arising out of the transactions contemplated by this Agreement as a result of Seller's or Buyer's actions. Seller shall be solely responsible for any and all liabilities, claims, demands, costs and expenses, including, without limitation, reasonable attorneys' fees and costs in connection with claims for any such commissions, finders' fees or brokerage fees arising out of Seller's actions. Buyer shall be solely responsible for any and all liabilities, claims, demands, damages, costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in connection with claims for any such commissions, finders' fees or brokerage fees arising out of Buyer's actions.

6. Damage or Destruction; Condemnation.

6.1. Casualty Damage. If the Property is damaged by any casualty prior to the Close of Escrow, and the cost to repair such damage is in excess of \$50,000.00, Buyer shall have the right, by giving notice to Seller before the Closing Date, to terminate this Agreement, in which case the Deposit shall promptly be returned to Buyer, this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except those that are expressly stated to survive the Closing. If Buyer does not elect to terminate this Agreement on account of a casualty, then this Agreement shall remain in full force and effect and, at the Closing, Buyer shall take title to the Property subject to such casualty without any reduction or offset to the Purchase Price; provided, however, that in such event, Seller shall assign all insurance proceeds relating to such casualty event, if any, to Buyer at Closing, together with the amount of any deductible.

6.2. Eminent Domain. If written notice from a governmental entity is received by Seller evidencing notice of intent to exercise its power of eminent domain of all or any portion of the Property or proceedings are commenced for the taking by exercise of the power of eminent domain of all or any portion of the Property, Buyer shall have the right, by giving notice to Seller, to terminate this Agreement, in which case the Deposit shall promptly be returned to Buyer, this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except those that are expressly stated to survive the Closing. If there is any right to terminate this Agreement pursuant to the preceding sentence but neither Party exercises such right, then this Agreement shall remain in full force and effect, and Buyer shall take title to the Property subject to such taking without any reduction or offset to the Purchase Price, but with an assignment of all rights to awards and compensation (and/or any awards and/or compensation received) on account of any such taking.

6.3. Effect of Section 6. This Section is intended as an express provision with respect to the destruction, damage, or condemnation of the Property which supersedes the provisions of the Nevada Uniform Vendor and Purchaser Act, NRS 113.030 et seq.

7. Seller's Representations and Warranties. Seller represents and warrants to Buyer that as of the Effective Date and as of the Closing Date:

7.1. Seller has the full power and authority to execute, deliver and perform its obligations under this Agreement;

7.2. This Agreement and all agreements, instruments and documents herein provided to be executed by Seller, as the case may be, are and as of the Closing shall be duly authorized, executed and delivered by and are and shall be binding upon Seller;

7.3. Seller is not a “foreign person”, “foreign partnership”, “foreign trust”, “foreign estate” or “disregarded entity” as those terms are defined in Section 1445 of the Internal Revenue Code;

7.4. Seller has no knowledge of any condition on the Property that is or has been in violation of any environmental law and has not received any formal or informal notice from any governmental authority alleging that any condition on the Property is or has been in violation of any environmental law, or informing Seller that the Property is subject to investigation or inquiry regarding Hazardous Substances on the Property;

7.5. There are no parties other than Seller in possession of any portion of the Property;

7.6. During the term of this Agreement, Seller will not transfer the Property, or any part thereof, or create on the Property any easements, liens, mortgages, encumbrances, or other interests adversely affecting the use of the Property that will survive Closing or permit any changes in the zoning classification of the Property;

7.7. There are no pending condemnations, litigation or other proceedings against or affecting any part of the Property of which Seller has actual notice, and to Seller’s actual knowledge no such actions or proceedings are threatened; and

7.8. There are no service, maintenance, supply, management, or other contracts related to the operation of the Property by which Buyer or the Property will be bound after the Closing other than those contracts identified in the PTR.

8. Buyer’s Representations and Warranties. Buyer represents and warrants to Seller that as of the date of this Agreement and as of the Closing Date:

8.1. Buyer has the full power and authority to execute, deliver and perform Buyer’s obligations under this Agreement;

8.2. This Agreement and all agreements, instruments and documents herein provided to be executed by Buyer, as the case may be, are and as of the Closing shall be duly authorized, executed and delivered by and are and shall be binding upon Buyer; and

8.3. Buyer is not, nor will Buyer become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC of the Department of the Treasury (including those named on OFAC’s Specially Designated Nationals and Blocked

Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

9. Inspection and Review; Access to the Property.

9.1. Inspection of the Property. Buyer shall have until the expiration of the Inspection Period to make physical inspections of the Property; provided, however, Buyer shall notify Seller's designated representative of its inspection activities and a representative of Seller shall have the right (but not obligation) to be present at any such inspections. If Buyer determines, in its sole discretion, that the Property is not suitable for Buyer's intended use, Buyer may, subject to the terms hereof, terminate this Agreement by delivering written notice of its intent to terminate this Agreement to Seller before the expiration of the Inspection Period, in which case the Deposit shall promptly be returned to Buyer, this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except those that are expressly stated to survive the Closing. In the event that Buyer fails to deliver such termination notice before the expiration of the Inspection Period, Buyer will be deemed to have elected to move forward with the transaction. In the event that Buyer elects to terminate this Agreement for any reason, Buyer shall cause any reports, investigations, studies or other materials hired or prepared by or for Buyer relating to the Property ("**Property Studies**") to be furnished to Seller promptly after such election. Access to the Property shall be subject to the following additional limitations and conditions:

9.1.1. Buyer (or its agent as the case may be) shall possess worker's compensation insurance reasonably in accordance with applicable law, and Buyer's agent(s) shall possess commercial general liability or other appropriate insurance in an amount not less than \$1,000,000 per occurrence;

9.1.2. Buyer shall, at its own expense, promptly repair any damage caused by its investigation of the Property;

9.1.3. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, inclusive, and only to such extent, Buyer shall protect, indemnify, defend and hold the Seller and Seller's commissioners, officers, employees, and agents free and harmless from and against any and all claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs, directly arising from Buyer's inspection and testing of the Property. Buyer will assert the defense of sovereign immunity as appropriate in all cases, including indemnity actions. Buyer's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 or other applicable provisions or limitations;

9.1.4. Buyer shall be responsible for the costs of repairing any and all damages to any portion of the Property arising from Buyer's conducting such due diligence, inspections, surveys, tests, and studies. Buyer shall keep the Property free and clear of any mechanics' liens or materialmen's liens related to Buyers' right of inspection and the activities contemplated by Section 9.1 of this Agreement;

9.1.5. Without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, Buyer shall not drill any test wells or engage in any other invasive testing or sampling of the Property; and

9.2. Buyer acknowledges that prior to the Closing: (i) Buyer has or will have conducted such surveys and inspections, and made such tests and other studies of the Property to the extent Buyer deems necessary or advisable, and (ii) Seller has or will have provided Buyer with adequate opportunity to make such inspections and investigations concerning the Property, to the extent Buyer has, in Buyer's discretion, deemed necessary or advisable as a condition precedent to Buyer's purchase of the Property and to determine the physical, environmental, land use and other characteristics of the Property (including, without limitation, its subsurface) and its suitability for Buyer's intended use.

10. Default.

10.1. BUYER DEFAULT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IF BUYER HAS NOT TERMINATED THIS AGREEMENT IN WRITING PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD AND IF THE SALE OF THE PROPERTY TO BUYER IS NOT CONSUMMATED AS AND WHEN CONTEMPLATED HEREIN (TIME BEING OF THE ESSENCE) FOR ANY REASON OTHER THAN (A) SELLER'S DEFAULT UNDER THIS AGREEMENT WHICH IS NOT PROMPTLY CURED AS PROVIDED IN SECTION 10.2 BELOW, OR (B) A TERMINATION PURSUANT TO AND IN ACCORDANCE WITH ANY SECTIONS HEREOF, OR (C) A FAILURE OF ANY CONTINGENCY OR CONDITION (OTHER THAN A FAILURE TO PERFORM BY SELLER, WHICH SHALL BE SUBJECT TO NOTICE AND CURE RIGHTS AS SET FORTH IN SECTION 10.2 BELOW) THEN FOLLOWING WRITTEN NOTICE TO BUYER AND THE EXPIRATION OF A TEN (10) CALENDAR DAY CURE PERIOD, SELLER SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITIES TO BUYER UNDER THIS AGREEMENT OR OTHERWISE (EXCEPT AS TO THOSE THAT EXPRESSLY SURVIVE TERMINATION OF THIS AGREEMENT) AND SELLER SHALL BE ENTITLED, AS ITS SOLE AND EXCLUSIVE REMEDY, TO RETAIN THE DEPOSIT (INCLUDING ANY INTEREST THEREON) AS SELLER'S LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.

THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

SELLER'S INITIALS

BUYER'S INITIALS

10.2. Seller Default. In the event Seller breaches or defaults with respect to any provision of this Agreement, including but not limited to the failure of any of Seller's representations and warranties to be accurate (for the purposes of this Section 10.2, collectively, a "breach"), then Buyer shall be entitled to deliver to Seller written notice of such breach, which notice shall set forth information about the nature of the breach. Seller shall have a period of ten (10) calendar days to cure such breach. If such breach remains uncured beyond the cure period described above, then Buyer may elect to terminate this Agreement by written notice to Seller and Escrow Agent, in which event an amount equal to the Deposit shall be refunded to Buyer as Buyer's sole remedy.

10.3. No Contesting Liquidated Damages. As material consideration to each Party's agreement to the liquidated damages provisions stated above, each Party hereby agrees to and does hereby waive any and all rights whatsoever to contest the validity of the liquidated damage provisions for any reason whatsoever, including, but not limited to, that such provision was unreasonable under the circumstances existing at the time this Agreement was made.

11. Property "AS IS". BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 7, THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS OR CONTRACTORS, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

12. Additional Covenants and Agreements.

12.1. Operating Covenants. From the Effective Date through the Closing Date, Seller shall cause the Property to be operated and maintained in a manner consistent with current practice and shall maintain such insurance policies with respect to the Property as would a reasonably prudent property owner.

12.2. Termination of Insurance. The policies of insurance currently in effect with respect to the Property (with such modifications as Seller deems appropriate) shall be terminated at or after the Closing, at Seller's option in its sole and absolute discretion.

13. Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective upon the earliest of the following to occur when delivered to the recipient whether by (a) a nationally recognized overnight-guaranteed delivery service; or (b) United States mail. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday. The following addresses may be changed by written notice given in accordance with this Section:

If to Seller: Regional Transportation Commission
Attn: Bill Thomas
1105 Terminal Way, Suite 211
Reno, Nevada 89502

If to Buyer: City of Reno
Attn: Jackie Bryant
1 East Second Street
Reno City Hall
Reno, NV 895201

If to Escrow Holder: Ticor Title of Nevada, Inc.
Attn: Luann Barnes
5441 Kietzke Lane, Suite 100
Reno Nevada 89511

14. Amendment; Complete Agreement. All amendments and supplements to this Agreement must be in writing and executed by Buyer and Seller. This Agreement, including the exhibits, attachments, documents and agreements to be delivered pursuant hereto, contains the entire agreement and understanding between Buyer and Seller concerning the subject matter of this Agreement and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, made by Buyer or Seller concerning the Property or the other matters which are the subject of this Agreement, including, without limitation, matters contained in any offering circular or marketing materials relating to the Property.

15. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Nevada without regard to rules concerning conflicts of law. The exclusive venue for any action to enforce or interpret this Agreement shall be the Second Judicial District, Washoe County, Nevada.

16. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement (including the application of such provision to Persons or circumstances other than

those with respect to which it is held invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Without limiting the foregoing, to the extent any provision of this Agreement is prohibited by Nevada law, or is otherwise not authorized by Nevada law due to Buyer's or Seller's status as an instrumentality of the State of Nevada, such provision is unenforceable against such Party.

17. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement. Facsimile, DocuSign or other electronic copies of this Agreement and facsimile, DocuSign and other electronic signatures thereon shall have the same force, effect, and legal status of originals.

18. **Headings.** The headings to sections of this Agreement are for convenient reference only and shall not be used in interpreting this Agreement.

19. **Time of Essence.** Time is of the essence of this Agreement.

20. **Waiver.** Except as expressly stated that a failure to act shall constitute to a waiver, no waiver by Buyer or Seller of any of the terms or conditions of this Agreement or any of their respective rights under this Agreement shall be effective unless such waiver is in writing and signed by the Party charged with the waiver.

21. **Third Parties.** This Agreement is entered into for the sole benefit of Buyer and Seller and their respective permitted successors and assigns. No party other than Buyer and Seller and such permitted successors and assigns shall have any right of action under or rights or remedies by reason of this Agreement.

22. **Additional Documents; Further Assurances.** Each Party agrees to perform any further acts and to execute and deliver such further documents which may be reasonably necessary to carry out the terms of this Agreement.

23. **Independent Counsel.** Buyer and Seller each acknowledge that: (i) they have been represented by independent counsel in connection with this Agreement; (ii) they have executed this Agreement with the advice of such counsel; and (iii) this Agreement is the result of negotiations between the Parties hereto and the advice and assistance of their respective counsel. The Parties further acknowledge and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or Exhibits hereto.

24. **Assignment.** Buyer shall neither assign its rights nor delegate its obligations hereunder without obtaining Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported or attempted assignment or delegation made in violation of this Section shall be void and of no effect.

25. **Reservation.** Nothing contained in this Agreement shall be construed to waive or limit either Party's defense of sovereign immunity, which defense is hereby expressly reserved, nor to waive or limit the protections afforded to either Party under NRS 41.0305 to 41.039.

26. **Successors and Assigns.** Subject to the restrictions on transfer set forth herein, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the Parties hereto.

27. **Exhibits.** Each reference to a Section, Exhibit or Schedule in this Agreement shall mean the sections of this Agreement and the exhibits and schedules attached to this Agreement, unless the context requires otherwise. Each such exhibit and schedule is incorporated herein by this reference.

28. **Business Days.** If the date on which any act or event hereunder is to occur falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday.

29. **Force Majeure.** Except as provided elsewhere herein, if an Event of Force Majeure or Covid-19 Event of Force Majeure (as hereinafter defined) makes performance of an obligation or cure of a breach or default impossible, such performance or cure is excused for the duration of the event of force majeure provided that the obligated Party (i) within ten (10) business days after the commencement of the force majeure notifies the other Party of the nature of the event of force majeure, when it commenced, why it makes performance or cure impossible, and the expected duration (if known), and (ii) agrees to and does in fact diligently pursue remediation of the effects of the force majeure, and (iii) agrees to notify the other Party immediately when it becomes possible to commence efforts to cure the default. "Event of Force Majeure" means strikes, lockouts, war, civil unrest, rioting, government restrictions or moratoria, inclement weather, unavailability of labor or material despite reasonable diligence, material interruption of utility services, disease event, acts of God, terrorism or other similar events, provided that the same are (a) not reasonably foreseeable at the time of the execution of this Agreement (other than a COVID-19 Event of Force Majeure, which Buyer and Seller acknowledge and agree is an Event of Force Majeure for purposes of this Agreement); and (b) beyond the reasonable control of Buyer or Seller, and not caused by the negligent or other intentional act or omission of Buyer or Seller. "COVID-19 Event of Force Majeure" means an Event of Force Majeure caused by the COVID-19 pandemic in existence as of the Effective Date, and any subsequent Events of Force Majeure caused by or resulting from such COVID-19 pandemic, including measures taken by any governmental authority having jurisdiction that limits or prohibits the transactions contemplated under this Agreement.

30. **No Back-Up Offers.** From and after the Effective Date until the earlier to occur of the Closing or termination of this Agreement, Seller shall deal exclusively and in good faith with Buyer and neither Seller nor any of its representatives, brokers, agents, affiliates and employees shall directly or indirectly make, accept, negotiate, entertain or otherwise pursue any back-up offers to sell the Property or engage in any other financing or other capital transaction regarding the Property.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SELLER:

Regional Transportation Commission of Washoe
County, Nevada

By: _____
Bill Thomas, AICP
Executive Director

Date: _____

[SIGNATURE PAGES CONTINUED ON NEXT PAGE]

BUYER:

City of Reno

Approved:

By: _____
Hillary L. Shieve, Mayor

Date: _____

Approved as to form:

By: _____
Jasmine Mehta, Deputy City Attorney

[SIGNATURE PAGES CONTINUED ON NEXT PAGE]

By its execution below, Escrow Holder acknowledges receipt of the Deposit described in this Agreement, and agrees to hold and deliver the same and perform its other duties pursuant to the provisions of this Agreement.

ACCEPTANCE BY ESCROW HOLDER:

TICOR TITLE OF NEVADA, INC.

By: _____

Name: _____

Its: _____

Date: _____

DRAFT

EXHIBIT A
LEGAL DESCRIPTIONS

DRAFT

EXHIBIT B

MAPS

DRAFT

EXHIBIT C
QUITCLAIM DEED

DRAFT