

**PURCHASE AND SALE AGREEMENT AND
ESCROW INSTRUCTIONS**

THIS PURCHASE SALE AGREEMENT AND ESCROW INSTRUCTIONS

("Agreement") is made and entered into this ___ day of _____ 2025, by and between GREGORY J. BERRY, an unmarried man ("Seller"), and the CITY OF FALLON, a political subdivision located within Churchill County, Nevada ("Buyer").

RECITALS:

WHEREAS, Seller is the owner of certain real property situated in the City of Fallon, County of Churchill, State of Nevada, commonly referred to as 1080 W. Williams Avenue, and identified by Churchill County Assessor's Parcel Number 001-191-27.

WHEREAS, on April 15, 2025, the City of Fallon City Council approved a Parcel Map for Gregory J. Berry that split Churchill County Assessor's Parcel Number 001-191-07 into two parcels; specifically, LOT 3A consisting of approximately 6,428 square feet and LOT 3 consisting of approximately 23,930.09 square feet ("PARCEL MAP"). Said PARCEL MAP is attached hereto as "**Exhibit A**".

WHEREAS, Seller desires to sell and Buyer desires to purchase LOT 3A as depicted on the PARCEL MAP, which is more particularly described as set forth in "**Exhibit B**" attached hereto (the "Real Property") and incorporated hereby, together with all its improvements, hereditaments and appurtenances.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING and the mutual agreements hereinafter contained, Seller and Buyer agree as follows:

Sellers Initials:  _____

1

Buyers Initials: _____

ARTICLE 1

Escrow Instructions

Section 1.1 Agreement to Constitute Escrow Instructions. This Agreement shall constitute escrow instructions to WESTERN NEVADA TITLE COMPANY OF NEVADA, a Nevada corporation, located at 2215 W. Williams Avenue, Suite A, Fallon, Nevada (the "Escrow Agent"), upon acceptance by the Escrow Agent of this Agreement as instructions to it and shall govern the close of escrow as set forth below. The Escrow Agent may supplement these instructions with its usual and customary escrow instructions, provided however, that any additional instructions do not contradict the terms set forth herein.

ARTICLE 2

Purchase and Sale of Real Property


Section 2.1 Purchase. Seller agrees to sell and Buyer agrees to purchase the Real Property on the terms and conditions set forth in this Agreement.

Section 2.2 Consideration. The purchase price for the Real Property ("Purchase Price") shall be NINETY-THREE THOUSAND TWO HUNDRED SEVENTY DOLLARS AND 28/100 (\$93,270.28), United States currency.

ARTICLE 3

Survey and Parcel Division

Section 3.1 Parcel Division. Seller and Buyer acknowledge that the PARCEL MAP was approved by the Fallon City Council on April 15, 2025. Buyer and Seller acknowledge and agree that said PARCEL MAP created LOT 3A, consisting of

Sellers Initials:  _____

2

Buyers Initials: _____

approximately 6,428 square feet, and LOT 3 consisting of approximately 23,930.09 square feet. Seller and Buyer acknowledge that the real property description set forth in **Exhibit B** is derived from preliminary survey work, is an approximation of the intended, final property boundary description, and that the final boundary line may deviate from this initial description. Seller and Buyer hereby acknowledge and agree that if there is any discrepancy between the real property description set forth in **Exhibit B**, and LOT 3A as depicted on the PARCEL MAP, that LOT 3A as depicted on the PARCEL MAP shall prevail and become the legal description of the Real Property which is the subject of this Agreement.

Following the close of escrow, Buyer intends to create a public road upon the Real Property (LOT 3A of PARCEL MAP). Buyer agrees that upon its construction of the public road, and subject to Nevada Department of Transportation permit approval, if any shall become necessary, Buyer shall include a minimum 175-foot concrete driveway apron along the east side of Whitaker Lane north (LOT 3 of parcel division map) to provide an adequate concrete structural section and access to Seller's property depicted as LOT 3 on the PARCEL MAP. Buyer agrees to consult with Seller and Eric Anderson of Bighorn Consulting if the proposed 175-foot concrete driveway apron cannot be met.

ARTICLE 4

Title

Section 4.1 Title to Real Property. Title to the Real Property shall be evidenced by a Grant, Bargain and Sale Deed conveying good and marketable title to the Real Property to Buyer in fee simple, free and clear of all liens and encumbrances subject only

Sellers Initials:  _____


3

Buyers Initials: _____

to the title exceptions approved by Buyer during the Investigation Period described below. Buyer shall pay for a standard ALTA owner's policy of title insurance issued by title insurance agents of Escrow Agent in favor of Buyer in the amount of the Purchase Price, insuring title to the Real Property.

Section 4.2 Permitted Exceptions. Within three (3) days from the effective date of this Agreement, Buyer shall open an escrow with the Escrow Agent and Buyer shall order a preliminary title report ("Title Report") on the Real Property with instructions to provide a copy of said report to Seller and Buyer upon its completion. Buyer shall be allowed twenty (20) days from the receipt of the Title Report to examine the title to the Real Property and to give notice to Seller of any objections thereto. All exceptions to the title contained in the Title Report (other than monetary liens) shall be deemed permitted exceptions unless written notice of objection is given by Buyer to Seller within said twenty (20) days. If Buyer objects to any exceptions to the title, Seller shall use due diligence to the extent possible, to remove such exceptions at Seller's own expense before the Closing Date. If such exceptions cannot be removed before the Closing Date, all rights and obligations hereunder may, at the election of Buyer, terminate. If Seller is unwilling or unable to remove such Buyer objections, Seller shall so notify Buyer within ten (10) days of receipt of said objections and in that event Buyer may terminate this Agreement.

Section 4.3 No Further Encumbrances. While this Agreement is in effect, Seller shall not do any of the following without the prior written consent of Buyer: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or

Sellers Initials:  _____

Buyers Initials: _____

agreements whatsoever affecting the Real Property; (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Real Property; or (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Seller's actions or omissions, including failure to make a required payment or failure to obtain the consent of a beneficiary under any deed of trust and/or mortgage under any mortgagee under any mortgage on the Real Property to enter into this Agreement, if such consent is required under the terms of such deed of trust and/or mortgage.

ARTICLE 5

Closing Date and Closing Date Obligation

Section 5.1 Closing Date. The "Closing Date" shall be at such time as all funds are deposited to escrow and Escrow Agent can provide an ALTA policy of title insurance in favor of Buyer in the amount of the Purchase Price, subject only to the exceptions described in Section 4.1 above. Escrow shall close no later than sixty (60) days from the effective date of this Agreement and all ownership rights to the Real Property shall pass to Buyer by said date.

Section 5.2 Apportionment of Certain Times; Deferred Taxes. All real and personal property taxes, assessments, and utility charges of whatsoever nature shall be apportioned as of the Closing Date.

In making apportionments, all property taxes, assessments and similar items will be prorated on the basis of the number of days in the period in question before and after the Closing Date. The amounts to be apportioned under the provisions

Sellers Initials:  _____

5

Buyers Initials: _____

of this Section shall be apportioned and paid as soon as they can be calculated.

Section 5.3 Buyer's Obligations. On or before the Closing Date, Buyer shall deliver to the Escrow Agent the following:

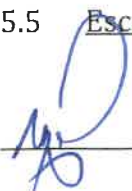
- a) Cash, certified check, or electronic funds transfer in the amount of NINETY-THREE THOUSAND TWO HUNDRED SEVENTY DOLLARS AND 28/100 (\$93,270.28);
- b) An amount equal to the premium on a standard ALTA owner's policy of title insurance;
- c) An amount equal to one half (1/2) of the escrow fees and closing costs charged by Escrow Agent;
- d) An amount equal to Buyer's share of items to be apportioned as provided in Section 5.2.

Section 5.4 Seller's Obligations. On or before the Closing Date, Seller shall:

- a) Deliver to the Escrow Agent the executed Grant, Bargain and Sale Deed to be recorded at the recorder's office of the County of Churchill, State of Nevada;
- b) An amount equal to one half (1/2) of the escrow fees and closing costs charged by Escrow Agent;
- c) Seller agrees to pay from their proceeds at close of escrow an amount equal to Seller's share of items to be apportioned as provided in Section 5.2.

Section 5.5 Escrow Agent's Obligations. On the Closing Date, the Escrow Agent

shall:

Sellers Initials:  _____

Buyers Initials: _____

- a) Issue and deliver to Buyer its ALTA owner's policy of title insurance in favor of Buyer in the amount of the Purchase Price;
- b) Record the original of the Grant, Bargain and Sale Deed and deliver a copy of the same to the Buyer;
- c) Pay all sums deposited by Buyer to Seller (less any charges to Seller);
- d) Make the apportionment required by Section 5.2 of this Agreement;
- e) Pay itself its escrow fee and its premium on its title policy; and
- f) Close the Escrow.

ARTICLE 6

Seller's Representations, Warranties and Covenants

Seller Represents that as of the date of this Agreement and through the Closing Date that:

Section 6.1 Seller is the sole owner of the Real Property and has good and marketable fee title thereto, subject only to the conditions and exceptions set forth herein.

Section 6.2 This Agreement is a legal, valid and binding obligation of Seller and is enforceable against Seller in accordance with all material terms.

Section 6.3 To the best of Seller's knowledge there are no claims, litigations, actions, suits or proceedings, administrative or judicial, filed or pending against Seller with respect to the Real Property, this Agreement or the transactions contemplated hereby, at law or in equity, before any federal, state or local court, regulatory agency, or
Sellers Initials: 42 7 Buyers Initials: _____

other government agency; there are no claims that Seller's operation of the Real Property has not complied with all applicable laws that are now in effect that pertain to the Real Property.

ARTICLE 7

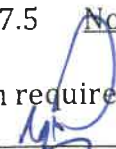
Miscellaneous

Section 7.1 Breach of Representations, Warranties and Covenants. All representations, warranties and covenants made as part of this Agreement are material and are relied upon by the parties.

Section 7.2 Successors and Assigns, No Assignment. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns, and other successors in interest. The parties acknowledge and agree that this Agreement shall not be assignable by Buyer without the prior written acknowledgment and permission of Seller.

Section 7.3 Time. Time is of the essence of this Agreement.

Section 7.4 Execution of Additional Documents. In addition to documents and other matters specifically referenced in this Agreement, Seller and Buyer agree to execute and/or deliver, or cause to be executed and/or delivered such other documents and /or materials, including additional escrow instructions carrying out the terms and conditions of this Agreement, as may be reasonably necessary to effectuate the transaction contemplated by this Agreement.

Section 7.5 Notices and Other Communications. Every notice or other communication required or contemplated by this Agreement by any party shall be in
Sellers Initials:  8 Buyers Initials: _____


writing delivered either by a) personal delivery, b) prepaid overnight delivery service or c) facsimile addressed to the party for whom intended at the address specified in this Section.

To Seller: Gregory J. Berry
c/o Eric Anderson
P.O. Box 18790
Reno, NV 89511

To Buyer: City of Fallon
c/o Trent deBraga
55 W. Williams Ave.
Fallon, NV 89406

Notices by overnight delivery service shall be effective on the date they are officially recorded as delivered to the intended recipient. All notices delivered in person or sent by facsimile shall be deemed to have been delivered to and received by the addressees and shall be effective on the date of personal delivery or on the date sent, respectively. Notice not given in writing shall be effective only if acknowledged in writing by a duly authorized representative of the party to whom it was given.

Section 7.6 Governing Law/Venue. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of Nevada applicable to agreements negotiated, executed and performed in Nevada, by Nevada residents, whether one or more of the parties shall now be or hereafter become a resident of another state and venue for any action brought to enforce the terms of this

Sellers Initials:  _____

Buyers Initials: _____

Agreement shall be exclusively in the Tenth Judicial District Court of the State of Nevada in and for Churchill County.

Section 7.7 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modifications, or amendments of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 7.8 Counterparts. This Agreement may be executed in one or more counterparts, and each counterpart shall constitute an original instrument but all such counterparts shall only constitute one and the same instrument.

Section 7.9 Captions. The captions of this Agreement do not in any way limit or amplify the terms and provisions of this Agreement.

Section 7.10 Attorney's Fees. In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorney's fees.

Sellers Initials:  _____

Buyers Initials: _____

Section 7.11 Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

Section 7.12 Agents. The parties acknowledge and agree that the purchase and sale of the Real Property is done in the absence of a Real Estate Agent for either party. Should such a contract exist between any party and a Real Estate Agent, the contracting party shall bear all of the responsibilities of that contract independent of this Agreement.

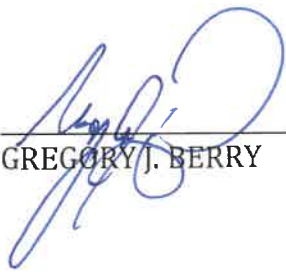
Section 7.13 Attorneys. Seller and Buyer will each be responsible for the fees and expenses of their respective attorneys.

Section 7.14 Signatures. Each of the signatories hereto warrants and represents that it is competent and authorized to enter into this Agreement and to bind its respective party.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Agreement on the date first above written.

SELLER:
Sellers Initials: AB


BUYER:
Buyers Initials: _____



GREGORY J. BERRY

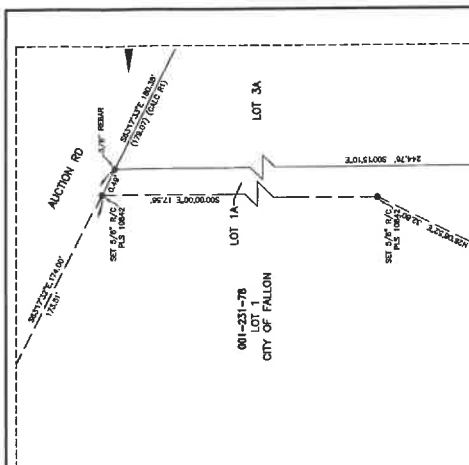
KEN TEDFORD, Mayor
City of Fallon

MICHAEL O'NEILL
City Clerk/Treasurer
City of Fallon

Sellers Initials: 

Buyers Initials: _____

Exhibit A



DETAIL LOT 1A
1" = 1'

LEGEND:

- SET 5/8" REBAR/CAP OR NAIL/TAG - PLS 10842
 ● FOUND MONUMENT AS NOTED
 () DIMENSION POINT - NOTHING FOUND OR SET
 () DISTANCES IN PARENTHESES ARE RECORD
 1/4 CORNER - AS NOTED
 A.P. NOT A PART
 (R) RADIAL BEARING

AREA:

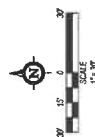
LOT 3: 30358 SQ FT
LOT 3A: 8412 SQ FT

PUBLIC UTILITIES EASEMENT:

10' ON EXTERIOR BOUNDARY LINES
5' ON EACH SIDE OF INTERIOR LOT LINES
7.5' ALONG ROAD RIGHT-OF-WAY

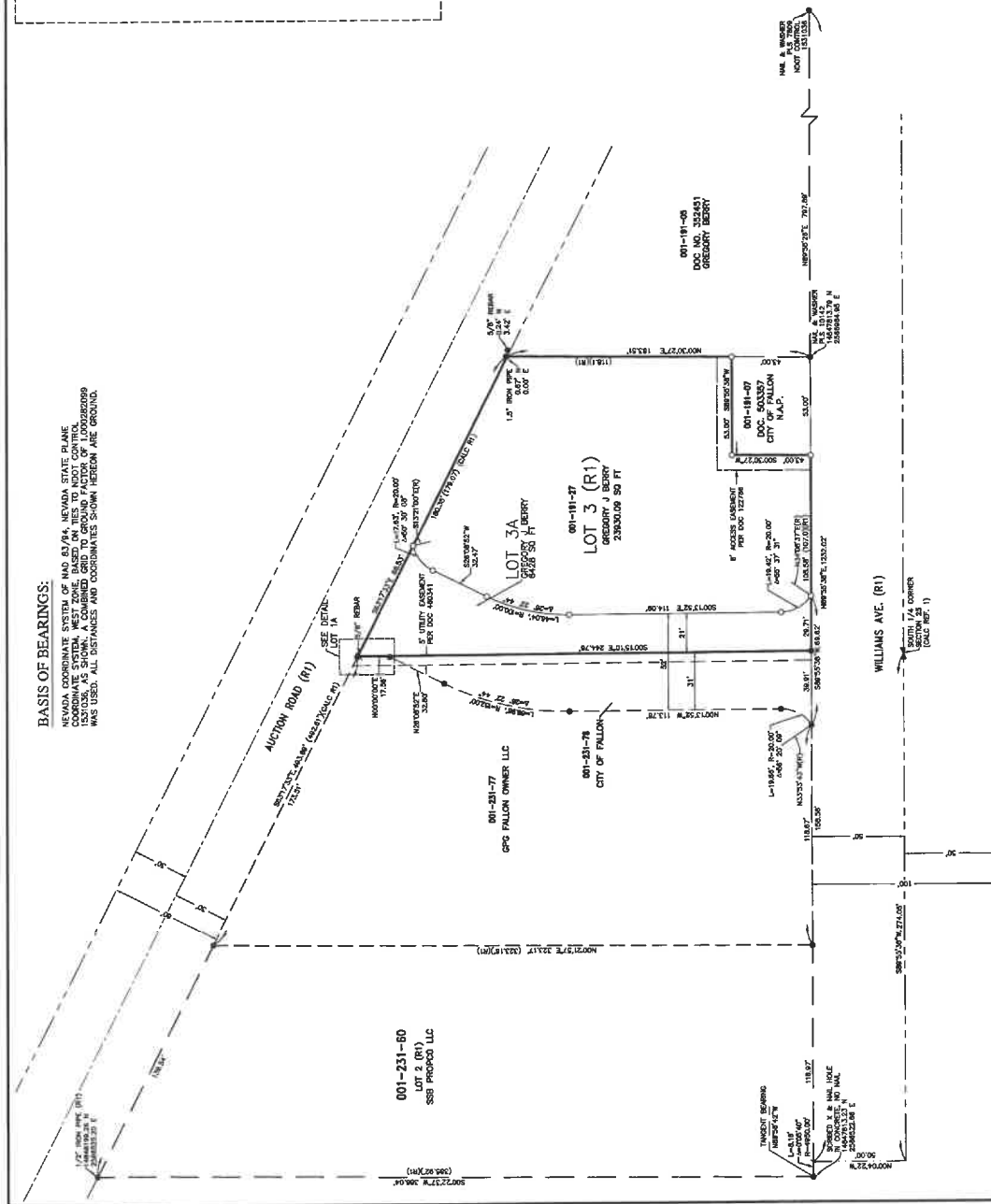
FEMA NOTE:

THE SUBJECT PARCEL LIES IN ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AS DETERMINED BY FLOOD INSURANCE RATE MAP, MAP NUMBER 32001C1731F, EFFECTIVE DATE 9/29/2008.



BASIS OF BEARINGS:

NEVADA COORDINATE SYSTEM OF MARCH 83/94, NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, BASED ON TIES TO NDOT CONTROL 531036, AS SHOWN. A COMBINED GRID TO GROUND FACTOR OF 1.00028099 WAS USED. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GROUND.



REFERENCES:

1. RECORD OF SURVEY MAP, FILE NO. 281069, 7/13/1985
2. DEED DOCUMENT 87022, 4/23/1987
3. DEED DOCUMENT 122784, 4/9/1988
4. DEED DOCUMENT 466341, 4/25/2017
5. RECORD OF SURVEY MAP, FILE NO. 504361, 10/17/2023
6. DEED DOCUMENT 503357, 8/10/2023
7. DEED DOCUMENT 494146, 2/7/2022
8. PARCEL MAP, FILE NO. 508085, 7/24/2024

NOTES:

1. DISTANCES ARE RECORDED AND MEASURED UNLESS NOTED.
2. ASSESSOR PARCEL NUMBERS OBTAINED AT TIME OF RESEARCH
3. ASSESSOR PARCEL NUMBERS ARE FOR TAX REFERENCE ONLY AND ARE NOT INTENDED TO BE USED AS A LEGAL DESCRIPTION OF REAL PROPERTY

FILE NUMBER _____
FILED FOR RECORD AT THE REQUEST OF _____

ON THIS ____ DAY OF ____
2023 AT ____ MIN PAST ____ O'CLOCK ____ M.

OFFICIAL RECORDS OF CHURCHILL COUNTY,

NEWARK

COUNTY RECORDER

by:

DEPUTY

DARCEI MAD

FOR
FANCLL IVIAT

GREGORY J BERRY

OF LOT 3 AS SHOWN ON RECORD OF SURVEY DOCUMENT NO. 291089

LIVING WITHIN THE SOUTH HALF
OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 28 EAST, M.D.M.

COUNTY

5190 NEIL ROAD SUITE 500

U.B.

P 775.852 1440 W WWW.3

ENGINEERS, INC.

Dr KK	Ch JL	Stage: 2
-------	-------	----------



I-U-B ENGINEERS, INC.

1

3

1

I-U-B ENGINEERS, INC.

1

Exhibit B

EXHIBIT "C"
LEGAL DESCRIPTION
LOT 3A

All that certain real property lying within a portion of the South One-Half (S 1/2) of Section Twenty-Five (25), Township Nineteen (19) North, Range Twenty-Eight (28) East, Mount Diablo Base and Meridian, in the City of Fallon, County of Churchill, State of Nevada, being a portion of Lot 3, according to that Record of Survey 291099, recorded on July 12, 1995, as shown on Record of Survey 504361 recorded on October 17, 2023, in the Official Records of said county, being that portion of the following described Lot,:

BEGINNING at the southwest corner of Lot 3, also being the northerly right-of-way of Williams Avenue (also known as US Highway 50), according to that Record of Survey 291099, recorded July 12, 1995, in the official records of said county;

THENCE along said right-of-way, South 89°55'38" East, 29.71 feet;

THENCE departing said northerly right-of-way, the following five (5) courses and distances:

- 1) Along curve concave to the northeast having a radius of 20.00 feet and to which point a radial line bears North 34°08'37" East, 19.42 feet along said curve through a central angle of 55°37'31";
- 2) North 00°13'52" East, 114.09 feet, to the beginning of a tangent curve to the right;
- 3) 46.04 feet along the arc of a 100.00 foot radius curve, through a central angle of 26°22'44";
- 4) North 26°08'52" East, 32.47 feet to the beginning of a tangent curve to the right;
- 5) From a radial which bears South 13°21'00" East, 17.63 feet along the arc of a 20.00 foot radius curve to the right, through a central angle of 50°30'08", to the southerly right-of-way of Auction Road;

THENCE North 63°17'33" West, 66.53 feet along the said southerly right-of-way and to the northwest corner of said Lot 3;

THENCE departing said southerly right-of-way and along the westerly boundary of said Lot 3, South 00°15'10" East, 244.76 feet, to the POINT OF BEGINNING.

Containing 6,428 square feet of land, more or less;

The Basis of Bearings for this description is said Record of Survey 504361 recorded on October 17, 2023, in the Official Records of said county.

This description is not intended to be used for the division of property or any use that would violate the Nevada Map Act (Nevad Revised Statutes, Chapter 278) or any other laws.

Prepared by:

J-U-B Engineers, Inc.

5190 Neil Road, Suite 500

Reno, Nevada 89502

Jon Loder, P.L.S.

Nevada Certificate No. 10842



4/24/2025