

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

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

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

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

Licensee: The licensee in the real estate transaction is Heidi Chisholm
 whose license number is S.176954. The licensee is acting for [client's name(s)] Ivy Land LLC
 who is/are the Seller/Landlord; Buyer/Tenant.

Broker: The broker is Thomas Fennell, whose company is Dickson Commercial Group.

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

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

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

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

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

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

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

Licensee Acting for Both Parties:

The Licensee ISW MW
 MAY OR MAY NOT
 in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

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

Seller/Landlord: _____ Date: _____ Time: _____

Seller/Landlord: Ivy S. Ward DocuSigned by: _____ Date: _____ Time: _____

OR Buyer/Tenant: Michael Ward DocuSigned by: _____ Date: May-23-2023 | 12:13:02 PM PDT Time: _____

Buyer/Tenant: _____ Date: May-23-2023 | 12:25:53 PM PDT Time: _____

**SUPPLEMENTAL LIST OF LICENSEES PARTY TO THE
DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE**

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

Licensee: Heidi Chisholm, is acting for Ivy Land LLC

Broker: Thomas Fennell

Additional licensees on this transaction, listed below, are subject to NRS 645.252, NRS 645.254, and the Duties Owed By A Nevada Real Estate Licensee:

NAME	LICENSE NUMBER
<u>David Geddes</u>	<u>S.177155</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I/We acknowledge receipt of a copy of this Supplemental List of Licensees.

Seller/Landlord: _____ Date: _____ Time: _____
Seller/Landlord: _____ Date: _____ Time: _____

OR

DocuSigned by:
Ivy S Ward May-23-2023 | 12:13:02 PM PDT
Buyer/Tenant: _____ Date: _____ Time: _____
DocuSigned by:
Michael Ward May-23-2023 | 12:25:53 PM PDT
Buyer/Tenant: _____ Date: _____ Time: _____
DD080F39D45F412...

CONSENT TO ACT

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

DESCRIPTION OF TRANSACTION: The real estate transaction is the sale and purchase; or lease; of
Property Address: 1290 New River Parkway, Fallon NV 89406

In Nevada, a real estate licensee may act for more than one party in a real estate transaction however, before the licensee does so, he or she must obtain the written consent of each party. This form is that consent. Before you consent to having a licensee represent both yourself and the other party, you should read this form and understand it.

Licensee: The licensee in this real estate transaction is Heidi Chisholm (“Licensee”) whose license number is S.176954 and who is affiliated with Dickson Commercial Group (“Brokerage”).

Seller/Landlord City of Fallon
Print Name

Buyer/Tenant Ivy Land LLC
Print Name

CONFLICT OF INTEREST: A licensee in a real estate transaction may legally act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest.

DISCLOSURE OF CONFIDENTIAL INFORMATION: Licensee will not disclose any confidential information for 1 year after the revocation or termination of any brokerage agreement entered into with a party to this transaction, unless Licensee is required to do so by a court of competent jurisdiction or is given written permission to do so by that party. Confidential information includes, but is not limited to, the client’s motivation to purchase, trade or sell, which if disclosed, could harm one party’s bargaining position or benefit the other.

DUTIES OF LICENSEE: Licensee shall provide you with a “Duties Owed by a Nevada Real Estate Licensee” disclosure form which lists the duties a licensee owes to all parties of a real estate transaction, and those owed to the licensee’s client. When representing both parties, the licensee owes the same duties to both seller and buyer. Licensee shall disclose to both Seller and Buyer all known defects in the property, any matter that must be disclosed by law, and any information the licensee believes may be material or might affect Seller’s/Landlord’s or Buyer’s/Tenant’s decisions with respect to this transaction.

NO REQUIREMENT TO CONSENT: You are not required to consent to this licensee acting on your behalf. You may

- Reject this consent and obtain your own agent,
- Represent yourself,
- Request that the licensee’s broker assign you your own licensee.

CONFIRMATION OF DISCLOSURE AND INFORMATION CONSENT

BY MY SIGNATURE BELOW, I UNDERSTAND AND CONSENT: I am giving my consent to have the above identified licensee act for both the other party and me. By signing below, I acknowledge that I understand the ramifications of this consent, and that I acknowledge that I am giving this consent without coercion.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.					
	Date	Time		Date	Time
<i>Seller/Landlord</i>			<i>Ivy S Ward</i>	May-22-2023	10:27:27 AM PDT
<i>Buyer/Tenant</i>			<i>Michael Ward</i>	May-18-2023	9:31:55 AM PDT
<i>Seller/Landlord</i>					
<i>Buyer/Tenant</i>					



VACANT LAND OFFER AND ACCEPTANCE AGREEMENT



1 RECEIVED FROM Ivy Land LLC
2
3 (BUYER), the amount set forth below as EARNEST MONEY DEPOSIT on account of the PURCHASE PRICE OF
4 \$ 65,000.00 for the real property commonly described as
5 1290 New River Parkway
6 situated in the [X] City OR [] Unincorporated Area of Fallon, County of Churchill,
7 State of Nevada, consisting of approximately 1 [X] acres [] square feet.
8 APN 001-781-09 (Property) legal description shall be supplied in escrow.
9

10 EARNEST MONEY DEPOSIT (EMD) Evidenced by [] Check or [X] Wire Transfer or
11 [] other payable to Western Nevada Title,
12 and then deposited within two (2) OR business days of Acceptance,
13 with Western Nevada Title Company.
14 Authorized escrow holder to be selected by [] BUYER [X] SELLER. \$ 3,000.00

15
16 BALANCE OF CASH DOWN PAYMENT (not including closing costs) \$ 62,000.00
17 Source of down payment Available Funds / SBA Loan

18
19 CASH PURCHASE BUYER to provide evidence, satisfactory to SELLER, of sufficient cash
20 available to complete this purchase within days of Acceptance.

21
22 NEW FIRST LOAN PROCEEDS: TYPE [X] Conventional [] SELLER Financing [] Private \$
23 [] Fixed Rate for years. Initial Interest not to exceed %.
24 [] Adjustable Rate for years. Initial Interest not to exceed % maximum lifetime rate
25 not to exceed %. See Addendum

26
27 SUBORDINATION CLAUSE
28 SELLER [] shall [X] shall not subordinate to a [] construction loan.
29 Said loan [] shall [] shall not be on voucher control.

30
31 BUYER to lock loan terms within days of acceptance or BUYER agrees to pay prevailing rates.

32
33 BUYER to pay discount points not to exceed %. SELLER to pay discount points not to
34 exceed %. Any reduction in discount points at closing to be allocated proportionately.
35 Loan origination fee not to exceed % paid by [] BUYER [] SELLER.

36
37 SELLER agrees to pay up to \$ in fees that BUYER cannot pay pursuant
38 to FHA or VA regulation.
39 All remaining loan fees shall be paid as required by law, ordinance and/or regulation.

40
41 [] OTHER (Specify in Additional Terms and Conditions or Financing Addendum): \$

42
43 TOTAL PURCHASE PRICE in the sum of (not including closing costs): \$ 65,000.00

44
45 CLOSING Close of Escrow (COE) to be on See Addendum. Unless otherwise agreed
46 upon in writing, COE shall not change from the originally agreed upon date. The parties shall deposit, with the authorized
47 escrow holder, all funds and instruments necessary to complete the transaction in accordance with the terms in this
48 Agreement.

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

12
13 **SATISFACTION OF CONTINGENCIES (BUYER Initial Required)**

14 ^{DS} [15/0] ^{DS} [M/W] / [] / [] All contingencies shall be satisfied according to their terms within the time
15 limits specified, expire according to the time limits specified, or be waived in writing. If BUYER exercises their right to
16 terminate this Agreement under any contingency, BUYER is not in default and is entitled to a refund of the EMD, less
17 BUYER incurred expenses. If a contingency expires, it is waived. BUYER and SELLER shall cooperate in providing written
18 waivers of those contingencies.

19
20 **LOAN APPLICATION REQUIREMENT (BUYER initial required if applying for a Loan)**

21 ^{DS} [15/0] ^{DS} [M/W] / [] / [] Within five (5) business days of Acceptance, BUYER agrees to (1) submit
22 a completed loan application, including all documentation, to a lender of BUYER's choice and (2) furnish a pre-approval
23 letter to SELLER based upon a standard factual credit report, acceptable debt to income ratios and sufficient funds to
24 complete the transaction and (3) agrees to authorize ordering of the appraisal. If BUYER fails to complete any of the above
25 requirements, SELLER may terminate this Agreement within two (2) business days and EMD shall be returned to
26 BUYER less BUYER incurred expenses.

27
28 **APPRAISAL**

29 The Appraisal fee is to be paid by BUYER SELLER split equally other _____.
30 Any required appraisal re-inspections shall be paid by BUYER SELLER split equally other _____.
31 BUYER's Lender may require an appraisal. BUYER may elect to obtain an appraisal even if an appraisal waiver is available.

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

34 ^{DS} [15/0] ^{DS} [M/W] **Included** [] / [] **Waived** [] / [] / []
35 If the appraisal does not meet or exceed the purchase price or there are appraisal conditions, BUYER has the right to
36 exercise one of the following options within the contingency period:

- 38 (A) proceed with the transaction without regard to the amount of the appraised valuation or appraisal conditions; or
- 39 (B) renegotiate with the SELLER, provided that if such renegotiation is not successful within 3 business days, then either
- 40 party may terminate this Agreement upon written notice and EMD shall be returned to BUYER less BUYER incurred
- 41 expenses; or
- 42 (C) terminate this Agreement.

43 Parties acknowledge that FHA and VA guidelines may supersede this provision.

44
45 **APPRAISAL CONTINGENCY REMOVAL** Within 120 days of Acceptance, BUYER shall remove the appraisal
46 contingency.

47
48 **LOAN CONTINGENCY REMOVAL (BUYER Initial Required)**

49 ^{DS} [15/0] ^{DS} [M/W] **Included** [] / [] **Waived** [] / [] / [] / [] Within 120 days of
50 Acceptance, BUYER shall remove the loan contingency.

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

Buyer ^{DS} [15/0] ^{DS} [M/W] ^{DS} 1290 New River Parkway and Seller [] / [] / [] / [] have read this page.

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

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

3 **OR**

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

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

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

8 **OR**

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

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

12 **OR**

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

14 If BUYER's property does not obtain an accepted offer within _____ days of this Acceptance with a
15 scheduled closing on or before _____, then this Agreement shall terminate unless
16 BUYER and SELLER otherwise agree in writing. BUYER shall not accept an offer contingent on the sale of
17 a third party's property without SELLER's written approval. If BUYER accepts an offer contingent on the
18 sale of a third party's property without SELLER's written approval, SELLER may terminate this
19 Agreement.
20

21 SELLER shall have the right to continue to offer this Property for sale and accept written backup offers only, subject to
22 BUYER's rights under this Agreement. If escrow on BUYER's property does not close on or before _____,
23 this Agreement shall terminate, unless BUYER and SELLER otherwise agree in writing, and the parties agree to cancel the
24 escrow and return the EMD to BUYER less BUYER incurred expenses.
25

26 BUYER shall provide information regarding the listing, the escrow, and related escrows for the contingent property,
27 including but not limited to, the closing date, loan status, inspections, and all additional contingencies on BUYER's property
28 within _____ days of each event. BUYER authorizes SELLER and Brokers to obtain updates on BUYER's listing or es-
29 crow.
30

31 If any of the contingencies in the Contingent on Sale and Conveyance of Other Property section are not satisfied, SELLER
32 reserves the right to terminate this Agreement. If SELLER terminates this Agreement, the parties agree to cancel the escrow
33 and return the EMD to BUYER less BUYER incurred expenses.
34

35 **COMMON-INTEREST COMMUNITY DISCLOSURE**

36 The Property is or is not located in a Common-Interest Community (CIC).

37 If so, complete the following:

38 SELLER shall provide, at SELLER's expense, the CIC documents ("Resale Package(s)" including the statement of demand)
39 as required by NRS 116. SELLER shall order the Resale Package(s) **within five (5) days of Acceptance** and deliver to
40 BUYER upon receipt. BUYER is aware there may be additional CIC documents that may be ordered. BUYER is aware there
41 may be an inspection of the property by CIC management company. The amount of any delinquent assessments, including
42 penalties, attorney's fees, and other charges provided for in the management documents shall be paid current by SELLER at
43 COE.

44 Recurring CIC assessments levied shall be paid by BUYER SELLER split equally other

45 Recurring CIC assessments levied, but not yet due, shall be paid by BUYER SELLER split equally
46 other _____.

47 All CIC Association fees required for the transfer paid by BUYER SELLER split equally other _____.

48 CIC Capital Contribution fees paid by BUYER SELLER split equally other _____.

49 Existing special CIC assessments levied shall be paid by BUYER SELLER split equally other _____.

50 Existing special CIC assessments levied, but not yet due, shall be paid by BUYER SELLER split equally

51 other _____.

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

DS DS
Address 1290 New River Parkway

Buyer and Seller have read this page.

1 **AREA RECREATION PRIVILEGES AND RULES** SELLER shall comply with CIC (including area recreation
2 privileges) rules regarding the return or transfer of any passes, identification cards, or keys for access to the CIC facilities
3 and general improvements. BUYER shall become familiar with the current CIC facilities and general improvement policies
4 regarding recreation privileges and associated costs prior to COE.

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

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

19
20 **TITLE AND CLOSING COSTS**

21 BUYER SELLER split equally other _____ shall pay for a (Standard) owner's policy of title insurance.
22 BUYER SELLER split equally other _____ shall pay for a (Standard) lender's policy of title insurance.
23 BUYER is aware additional coverage policies are available. All costs associated with additional coverage policies to be paid
24 for by BUYER SELLER split equally other _____.
25 Escrow Fee to be paid by BUYER SELLER split equally other _____.
26 Transfer Tax(es) to be paid by BUYER SELLER split equally other _____.
27 All remaining closing costs shall be paid in customary manner as required by law, ordinance and/or regulation.

28
29 **OMISSIONS FROM ESCROW INSTRUCTIONS** The omission from escrow instructions of any provision in this
30 Agreement shall not preclude any party from enforcing that provision. All written representations and warranties shall
31 survive the conveyance of the Property.

32
33 **BONDS AND ASSESSMENTS (Other than CIC)** In the event there is a bond or assessment with a principal balance or
34 that requires settlement in full prior to COE, it shall be paid by SELLER BUYER assumed by BUYER if allowed
35 split equally other _____.

36
37 **PRORATION** Any and all rents, taxes, interest, homeowner association fees, payments on bonds, assessments and other
38 Property expenses, assumed by BUYER shall be prorated as of the date of recordation of the deed. Security deposits,
39 advance rentals, or considerations involving future lease credits shall be credited to BUYER at COE.

40
41 **REASSESSMENT OF PROPERTY TAX** BUYER is advised the Property may be reassessed in the future which may
42 result in a tax increase or decrease.

43
44 **SELLER** agrees to provide reasonable access to the Property to BUYER, and inspectors, for both inspections and
45 re-inspections and appraiser. If this transaction fails to close, the parties remain obligated to pay for inspections performed as
46 agreed.

1290 New River Parkway

DS
Buyer [Signature]

DS
Address [Signature]

_____ and Seller [Signature]

have read this page.

1 **INSPECTION CONTINGENCY** BUYER has the right to inspect the Property, order all inspections, and select qualified
 2 professionals including, but not limited to, licensed contractors, certified building inspectors, and any other qualified pro-
 3 fessionals to inspect the Property.

4 BUYER shall indicate inspections to be included or waived in the list below. The following is not a comprehensive list of
 5 possible inspections; therefore, BUYER should add any additional inspections necessary to satisfy BUYER under "OTHER."
 6 All inspections shall be completed and copies of all inspections shall be provided to BUYER and SELLER at no additional
 7 expense

8 within 60 days of Acceptance; OR

9 within _____ days of other contingency _____

10 Within the time specified above, BUYER shall deliver to SELLER, in writing, one of the following:

11 A. approval of the inspections and completion of due diligence without requiring any repairs; OR

12 B. approval of the inspections and completion of due diligence with a Notice of Required Repairs or an Addendum
 13 listing all required repairs. SELLER shall respond in writing to BUYER's repair request within five (5) business
 14 days of delivery; OR

15 C. termination of this Agreement. If BUYER terminates, BUYER is released from any and all obligations to SELLER,
 16 and BUYER is entitled to a refund of the EMD, less BUYER incurred expenses.

17 If any inspection and/or due diligence is not completed by the deadline, it is waived unless otherwise agreed to in writing.
 18 SELLER is released from liability for the cost of repairs that inspection and/or due diligence would have reasonably
 19 identified had it been conducted, except as otherwise provided by law. BUYER will be responsible for repairs/restoration of
 20 any damage to the property that may be caused by inspections and/or due diligence.

21	22	23	24	25	26	27	28	29	30	31
	INSPECTIONS	Included	Waived	N/A	Paid by					
23	ENVIRONMENTAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER		
24	GEOTECHNICAL REPORT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER		
25	PERCOLATION TEST	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER		
26	SURVEY Type <u>ALTA</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER		
27	WELL QUALITY	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER		
28	WELL QUANTITY	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER		
29	OTHER <u>As Deemed Necessary</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER		
30	OTHER _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER		
31	OTHER _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER		

32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49
	DUE DILIGENCE	Included	Waived	N/A	Paid by												
34	ACCESS EASEMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER									
35	AVAILABILITY OF UTILITIES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER									
36	DEED RESTRICTIONS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER									
37	DETERMINATION IF SITE IS BUILDABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER									
38	EASEMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER									
39	FUTURE LAND USE DESIGNATION(S)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER									
40	GOVERNMENTAL APPROVALS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER									
41	IMPACT AND/OR DEVELOPMENT FEES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER									
42	LEGAL ACCESS (ingress & egress)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER									
43	MINERAL RIGHTS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER									
44	ROAD MAINTENANCE AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER									
45	WATER RIGHTS (in the amount of _____)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER									
46	WILL SERVE LETTER FROM UTILITY PROVIDER(S)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER									
47	ZONING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER									
48	OTHER <u>As Deemed Necessary</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER									
49	OTHER _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	BUYER	<input type="checkbox"/>	SELLER									

50 (Buyer Initials) BUYER affirms the above selections.
 51

Buyer and Seller have read this page.
 Page 5 of 9

1290 New River Parkway

1 **ITEMS NOT ADDRESSED** Items of general maintenance or cosmetic nature not materially affecting the value, or use of
2 the Property, existing at the time of Acceptance not expressly addressed in this Agreement, are deemed accepted by
3 BUYER.

4
5 **RE-INSPECTIONS (BUYER Initial Required)**

6 **Included** ^{DS} **Waived** SELLER shall have all agreed
7 upon repairs completed no later than 15 days prior to COE and BUYER shall have the right to re-inspect.
8 Re-inspections shall be paid by BUYER SELLER split equally other _____
9
10

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

16
17 **ENVIRONMENTAL CONDITIONS** BUYER is advised the Property may be located in an area found to have special
18 flood hazards as indicated by FEMA, avalanche conditions, freezing temperatures, snow loads, seismic activity and/or
19 wildland fires. It may be necessary to purchase additional insurance in order to obtain any for the Property. For further
20 information, consult your lender, insurance carrier or other appropriate agency.

21
22 **HAZARDOUS/NOXIOUS CONDITIONS** SELLER represents, to the best of SELLER's knowledge, the Property is not
23 contaminated with any hazardous conditions including, but not limited to, asbestos, processed petroleum derivatives, PCB
24 transformers, other toxic, hazardous or contaminated substances, noxious weed, and underground storage tanks. SELLER
25 agrees to disclose to Licensee, BUYER, and all prospective buyers any and all information which SELLER has or may
26 acquire regarding the presence and location of any hazardous/noxious conditions on or about the Property. BUYER and
27 SELLER should seek the advice of independent experts regarding the potential presence and/or effect of toxic, hazardous or
28 noxious substances on real property and any improvements to be sold or purchased.

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

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

35
36 **ADDITIONAL FEES** Some areas may additional fees or charges for the remediation of water systems.

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

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

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

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

47
48 **AGRICULTURAL DEFERMENT TAX** BUYER and SELLER are advised property may be subject to a deferred
49 Agricultural Recapture tax.

Buyer ^{DS} ^{DS} **Address** 1290 New River Parkway
and Seller have read this page.

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

8
9
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15

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

30
31 **FINAL WALKTHROUGH** BUYER shall have the right to a final walkthrough prior to close COE.

32
33 **PHYSICAL POSSESSION** Physical possession of the Property with any keys to Property locks, community mailboxes,
34 alarms, and garage door openers shall be delivered to BUYER upon recordation of the deed; **OR** by separate
35 agreement.


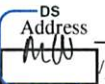


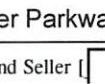

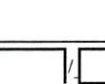

36
37 **NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.

38
39 **MEDIATION** If a dispute arises out of or relates to this Agreement, or its breach, the parties are aware that the local
40 Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available upon request.

41
42 **ATTORNEY FEES** In the event either party is required to engage the services of an attorney to enforce this Agreement,
43 the prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses and costs.

44
45 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National
46 Association of REALTORS® and therefore subscribes to a higher ethical standard, known as the REALTOR® Code of
47 Ethics. To receive a copy of the REALTOR® Code of Ethics, ask your real estate professional or the local Association of
48 REALTORS®.

49
50 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The parties
51 are advised to consult with appropriate professionals including, but not limited to, engineers, surveyors, appraisers, lawyers,
52 CPAs, or other professionals on specific topics including, but not limited to, land use regulation, boundaries and setbacks,
53 square footage, physical condition, legal, tax, water rights and other consequences of the transaction.

Buyer [] [] and Seller [] [] [] [] [] [] have read this page.

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

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

10
11 **BUYER DEFAULT** BUYER must initial only one of the following.

12 If BUYER defaults in the performance of this Agreement, SELLER shall have the right to:

13 A. [SU MW] (Buyer Initials) Liquidated Damages: SELLER shall have the right to retain, as their sole legal
14 recourse, the EMD. BUYER and SELLER hereby acknowledge SELLER's actual damages would be difficult to measure
15 and that the EMD is a fair and reasonable estimate of such damages.

16 **OR**

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

20
21 **THE FOLLOWING HAVE BEEN RECEIVED AND ACKNOWLEDGED BY BUYER:**

- 22 Consent to Act
- 23 Duties Owed by a Nevada Real Estate Licensee
- 24 Information Regarding Well and Septic System
- 25 Vacant Land Due Diligence Resource Guide
- 26 Wire Fraud Advisory
- 27 Other _____
- 28 Other _____

29
30 **THE FOLLOWING ADDENDA AND EXHIBITS SHALL BE INCORPORATED:**

- 31 Common Interest Community Information Statement "Before You Purchase...."
- 32 Open Range Land Disclosure
- 33 SELLER Financing Addendum (Residential)
- 34 Other _____
- 35 Other _____

36
37 **ENTIRE AGREEMENT** This Agreement and attachments contain the entire Agreement of the parties and supersede all
38 prior agreements or representations with respect to the Property not expressly set forth in this Agreement. This Agreement
39 may only be modified only in writing, signed and dated by the parties. BUYER acknowledges having read and approved all
40 provisions of this Agreement.

41
42 **ASSIGNMENT** BUYER may not assign any of BUYER'S rights in this Agreement without prior written consent of
43 SELLER, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment in violation
44 of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations in this
45 Agreement.

46
47 **SELLER** has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at COE.
48 As published in the MLS, _____ % of the accepted price, or \$ _____, shall be paid to BUYER's real
49 estate brokerage, By Seperate Agreement.

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

Page 8 of 9 Buyer [SU MW] [Address] 1290 New River Parkway [] and Seller [] [] [] [] have read this page.

1 **EXPIRATION OF OFFER** Per NRS 645.254, all offers must be presented to SELLER. This Offer expires unless
2 accepted, including delivery to BUYER, or Buyer's Agent

3 on/or before 5:00 A.M. P.M. on May 30, 2023

4 DocuSigned by: _____ DATE May-22-2023 | 10:27:27 AM PDT
5 BUYER Ivy S Ward Time _____

6 DocuSigned by: _____ DATE May-18-2023 | 9:31:55 AM PDT
7 BUYER Michael Ward Time _____

8 DocuSigned by: _____ DATE _____ Time _____
9 BUYER _____

10 _____ DATE _____ Time _____
11 BUYER _____

12 _____

13 **BUYER's Representation:**

14 BUYER's Licensee Name Heidi Chisholm BUYER Broker Name Thomas Fennell

15 BUYER's Licensee Nevada License # S.176954 BUYER's Broker Nevada License # B.1001434

16 BUYER's Licensee Email hchisholm@dicksoncg.com Brokerage Name Dickson Commercial Group

17 Phone 775-771-4705 Fax _____ Office Address 333 Holcomb Ave #300

18 City/State/Zip Reno, NV 89502

19 _____
20 BUYERS Licensee signature acknowledging receipt of EMD _____

21 _____

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

23 SELLER acknowledges having read and approved each provision of this Agreement. Authorization is given to Brokers to
24 deliver a signed copy to BUYER and disclose the terms of the sale to members of the MLS or Association of REALTORS®
25 at COE. SELLER has the authority to sell the Property on the terms and conditions stated in this Agreement.

26 _____

27 **TAX WITHHOLDING (FIRPTA)** Unless the Property is acquired for use as a primary residence and is sold for no more
28 than \$300,000, SELLER agrees to provide BUYER with (a) Non-Foreign Seller Affidavit, or (b) Withholding Certificate
29 Form from the Internal Revenue Service stating that withholding is not required. In the event none of the foregoing is
30 applicable, BUYER requires a percentage of SELLER's proceeds to be escrowed to comply with the FOREIGN
31 INVESTMENT AND REAL PROPERTY TAX ACT (IRC 1445).

32 _____
33 / / / One or more SELLER is not a foreign person OR is a foreign person and
34 may be subject to FIRPTA withholding. If SELLER fails to comply with FIRPTA tax withholding, BUYER reserves the
35 right to cancel this Agreement and retain EMD.

36 _____

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

38 **Acceptance of Offer** SELLER accepts this Offer.

39 **Counter Offer #1** SELLER signs this Offer subject to a Counter Offer #1 dated _____.

40 **Rejection** SELLER rejects the foregoing Offer.

41 _____
42 SELLER _____ DATE _____ Time _____

43 _____ DATE _____ Time _____
44 SELLER _____

45 _____ DATE _____ Time _____
46 SELLER _____

47 _____ DATE _____ Time _____
48 SELLER _____

49 _____

50 **SELLER's Representation:**

51 SELLER's Licensee Name Heidi Chisholm SELLER's Broker Name Thomas Fennell

52 SELLER's Licensee Nevada License # S.176954 SELLER's Brokers Nevada License # B.1001434

53 Phone 775-771-4705 Fax _____ Brokerage Name Dickson Commercial Group

54 SELLER's Licensee Email hchisholm@dicksoncg.com Office Address 333 Holcomb Ave, #300

City/State/Zip Reno, NV 89502

Property Address 1290 New River Parkway APN 001-781-09

ADDENDUM # 1

INSPECTION CONTINGENCY:

Buyer shall have 60 days from date of contract execution to satisfy their Inspection Contingency shall notify seller of satisfaction and waive all contingencies. Failure to notify seller of satisfaction of their Inspection Contingency shall be deemed that buyer has completed due diligence and waived contingencies.

Deposit will become non-refundable and applicable to the Purchase Price with respect to the Inspection Contingency.

FINANCING CONTINGENCY:

Buyer has applied for an SBA loan with Mountain America Credit Union.

The final documents that the Credit Union is requiring will be delivered by the Buyer within the next week. Construction plans and cost breakdown. Once the Credit Union is in possession of these documents the estimated time to finalize and fund the loan is 45 to 60 days.

Contact information:

BreAnne Mawhinney
Business Loan Officer, SBA Team
Mountain America Credit Union
801.879.2860 cell
bmawhinney@macu.com
www.macu.com

Buyer shall have an additional 30 days from the termination of the Inspection Contingency (90 days from full contract execution) and an option to extend for another 30 days if necessary (total 120 days) to secure financing for the property. If financing cannot be obtained the sale agreement will be terminated, deposit will be returned to buyer, and buyer and seller will have no further obligations to the other.

Close of Escrow shall be 15 days from the termination of the financing contingency.

 A blue DocuSign signature box containing the handwritten initials "ISW".

 A blue DocuSign signature box containing the handwritten initials "MW".

AMENDMENT # 1

This Amendment to the Vacant Land Offer and Acceptance Agreement dated May 22, 2023, regarding the property located at 1290 New River Parkway, Fallon, NV between Ivy Land LLC and City of Fallon is being attached this date May-23-2023 | 12:13:02 PM PDT and becomes effective when signed by all parties.

The Acceptance Date for the Offer shall be extended until 5:00 pm on June 7, 2023

All other terms to remain the same.

DocuSigned by:
Ivy S Ward
BUYER: _____ Date: May-23-2023 | 12:13:02 PM PDT
2C4331C9D22449D...

Ivy S. Ward

DocuSigned by:
Michael Ward
BUYER: _____ Date: May-23-2023 | 12:25:53 PM PDT
DD689F30D46F412...

Michael Ward

SELLER: _____ Date:
City of Fallon