



Department of Real Property Management

Property Management and Acquisition Division

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(702) 455-4616 • Fax (702) 455-4055

Lisa Kremer, Director

9489 0090 0027 6288 7093 34

VIA CERTIFIED MAIL # 9489 0090 0027 6288 7093 34

June 16th, 2021

Attn: Jennifer Cavada
1006 Missouri River Lane
Monroe, North Carolina 82110

WILLING BUYER/WILLING SELLER CONDITIONAL OFFER TO PURCHASE REAL PROPERTY ASSESSOR'S PARCEL NUMBER: 039-30-201-013 & 039-30-301-009

This conditional offer as outlined herein ("Conditional Offer") is made by Clark County for its Desert Conservation Program ("DCP") pursuant to confirmation of interest received under the terms of a willing buyer and willing seller transaction. If the Conditional Offer is not accepted, the Conditional Offer shall immediately become null and void, and there shall not be an agreement, and neither party will be under obligation to sell or purchase the Property. This Conditional Offer does not encourage or discourage any action by those who own private lands in these areas. DCP does not in any way wish to interfere in private affairs or to purchase land from any landowner that does not wish to sell.

LOCATION AND DESCRIPTION:

Approximately One Hundred and Twenty Acres (120 acres) of vacant land in Bunkerville, Nevada more particularly described in Exhibit A (the "Property") and depicted in Exhibit B. The exhibits hereto constitute an integral part of this agreement ("Agreement") and are incorporated herein by reference.

NEED:

DCP would like to acquire the Property for use as a riparian habitat.

PARTIES:

This Agreement is entered into by and between Clark County ("Purchaser") and Jennifer Cavada, Brandy Wharton, Deborah Neilson, Theresa Lurel Lea Wharton, Donald Chris Wharton Jr, William Gary Wharton and Michelle Delila Lee Warton ("Seller") (collectively the Purchaser and Seller are referred to as the "Parties").

BOARD OF COUNTY COMMISSIONERS
MARILYN KIRKPATRICK, Chair • LAWRENCE WEEKLY, Vice Chair
LARRY BROWN • JAMES B. GIBSON • JUSTIN C. JONES • MICHAEL NAFT • TICK SEGERBLOM
YOLANDA T. KING, County Manager

PROPERTY TO BE ACQUIRED:

Purchaser shall acquire a fee simple interest in the Property, free of all liens and encumbrances.

AMOUNT OF OFFER:

The purchase price for the Property shall be Five Hundred Thousand AND 00/100 Dollars (\$500,000.00) ("Purchase Price").

TERMS:

This Conditional Offer is contingent upon, but not limited to, the following to occur:

(1) Purchaser obtaining one or more appraisal report(s) completed by a Nevada licensed appraiser that states the fair market value of the Property is equal to or greater than the Purchase Price as required by Nevada Law.

If the appraised value is less than the Purchase Price, then Seller and Purchaser may mutually agree to a new Purchase Price, or either Seller or Purchaser may cancel this transaction in writing to the other. If either Seller or Purchaser cancels this transaction due to appraised value being less than the Purchase Price then Seller and Purchaser are not responsible for any costs incurred by the other party.

(2) Purchaser obtaining a Preliminary Title Report and any exceptions;

(3) Seller allowing Purchaser to enter the Property to perform inspections and due diligence on the Property;

(4) Within Ten (10) business days from the signing, and acceptance, of this Conditional Offer, Seller, if in Seller's possession, shall provide the County with any information related to this Property. The information shall include, but is not limited to, service or property agreements, environmental conditions, demolition plans, building plans, design/improvement plans, permits, inspection reports (building, soils, structural, mechanical, plumbing, electrical, etc.), site surveys, asbestos and/or hazardous materials inspections/reports, etc. inclusive of any information related to this Property including any property information in its possession such as recorded or unrecorded agreements and any materials related to the condition of the property, facility and its improvements.

Purchaser may unilaterally elect to cancel this transaction for any reason without the need for Seller's written approval. The contingencies listed above are for informational purposes and do not limit Purchaser's ability to cancel for any reason and without penalty whatsoever.

ADDITIONAL CONTINGENCY:

This Conditional Offer is also contingent upon obtaining the Clark County Board of County Commissioner's ("BCC") approval as required pursuant to Nevada Law. If the Conditional Offer is accepted by the Seller pursuant to all terms and contingencies ("Agreement"), this Agreement will be submitted to the BCC for approval. If this Agreement is not approved by the BCC, or Purchaser elects to cancel for any reason, the Agreement shall immediately become null and void, and the Parties will be under no obligation to perform the obligations outlined in this Agreement; neither Party is entitled to any compensation or damages or other remedy for any reason.

BROKER COMMISSIONS:

The Parties represent and warrant to each other that no brokerage commission, finder's fee, or other compensation is due or payable with respect to the Agreement; however, Seller may pay a commission at its sole cost and expense and Seller hereby agrees to indemnify, defend, and hold Purchaser harmless from and against any losses, damages, costs and expenses incurred by Purchaser by reason of any fee, claims, or commission of any broker Seller has used or engaged.

Purchaser shall not pay or be responsible for payment of any commission(s), finder's fee, or other compensation to real estate agents/brokers or others for this Agreement, or any and all costs associated with delivering clear title.

TITLE REQUIREMENTS:

This Conditional Offer is contingent upon the Seller providing clear title. Agreement shall be consummated through an escrow to be established at Chicago Title Company ("Title Company"), which will handle all monetary disbursements and document processing at close of escrow ("Escrow Closing"). Purchaser shall open escrow within seven (7) business days of acceptance of this Conditional Offer. Escrow Closing shall occur within One Hundred and Fifty (150) calendar days defined as the "Escrow Period". Purchaser shall have the right to complete the purchase any time during the Escrow Period if all conditions have been satisfied. If the last day of the Escrow Period ends on a holiday or weekend day, then it shall automatically be moved to the next business day.

Within ten (10) days of acceptance of this Conditional Offer by Seller, Seller shall provide to Purchaser in writing a list of any and all liens and/or encumbrances on the Property known by Seller. If any liens and/or encumbrances exist on the Property other than those disclosed by Seller and accepted by Purchaser, Seller shall remove the same at the Seller's sole cost and expense on or before Escrow Closing. If Seller fails to remove the liens and/or encumbrances to the Purchaser's satisfaction within the specified time, Purchaser shall have the unilateral right to terminate this Agreement, and Seller shall not be entitled to any damages or other remedy or recourse against the Purchaser whatsoever.

TITLE POLICY:

Within ten (10) business days of Escrow Closing and at Purchaser's expense, Title Company will provide Purchaser with a CLTA standard coverage owner's policy of title insurance ("Title Policy"), insuring Purchaser's ownership interest in the Property in the amount of the Purchase Price, subject only to standard policy printed form exceptions and the permitted exceptions of record, if any. At Purchaser's discretion and expense, it may elect to acquire Title Policy endorsements and/or ALTA extended coverage title insurance.

REPRESENTATIONS:

Seller represents and warrants that Seller has had no work performed on the Property within any operative statutory period which allows a mechanic's lien to attach to the Property after Escrow Closing. Seller represents to the best of Seller's knowledge that the Property is in compliance with the laws, orders, and regulations of each governmental department, commission, board or agency having jurisdiction over the Property.

Seller represents and warrants that Seller is not aware of any liens and/or encumbrances on the Property other than any liens and/or encumbrances Seller has disclosed to Purchaser pursuant to the terms of this Agreement. Seller agrees to remove any and all liens and/or encumbrances from the Property as outlined above.

Seller represents and warrants that there are no actions, suits, claims, proceedings or investigations pending or, to the best of Seller's knowledge, threatened against or affecting the Property. Seller agrees to indemnify, defend and hold harmless Purchaser from and against any and all liability claims, demands, damages and costs of any kind, including attorney's fees arising out of or in connection with any incident that occurred on or arose in connection with the Property during Seller's ownership of the Property. Seller acknowledges and agrees that the representations and indemnity obligations described herein shall survive the Escrow Closing.

CLOSING COSTS:

Purchaser will pay title insurance policy costs, escrow fees and normal recording fees. Seller will pay for any reconveyance and lien/encumbrance release fees, unpaid real property taxes and/or other items as may be necessary to clear title to the Property. Property taxes shall be prorated as of the close of escrow.

GOVERNING LAW:

This Agreement shall be construed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

TIME IS OF THE ESSENCE:

Time is of the essence for this Agreement. Both Parties shall perform their obligations under this Agreement strictly within the required time frames.

This Agreement confirms the mutual understanding of the Parties with respect to the matters contained herein. Seller hereby confirms Seller's acceptance of the Conditional Offer by signing and returning the same directly to Purchaser's representative, Jaime McGinty, via certified mail. If the Purchaser does not receive a fully executed original of this Agreement by June 28th, 2021, the Conditional Offer will expire and terminate and be of no further force or effect.

If you have any questions concerning any aspects of this Conditional Offer and/or Agreement, please contact me at (702) 455-2465 or email me at Jaime.McGinty@ClarkCountyNV.Gov.

Respectfully,



Lisa Kremer
Director of Real Property Management

CC: Jaime McGinty, Right of Way Agent II
Marci Henson, Director of Environment & Sustainability, Desert Conservation Program
Kimberley Jenkins, Principal Environmental Specialist
Caryn Wright, Desert Conservation Program

ACCEPTANCE:

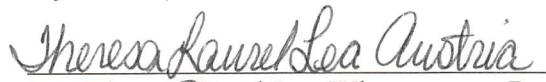
The undersigned Seller accepts Purchaser's Conditional Offer as written above. This Agreement embodies all the consideration agreed to between the Purchaser and the undersigned Seller.

 6/24/21
By: Jennifer Cavada Date

DECEASED
By: Deborah Neilson Date

 6-19-21
By: Donald Chris Wharton, Jr. Date

DECEASED
By: Brandy Wharton Date

 6/19/21
By: Theresa Laurel Lea Wharton Date

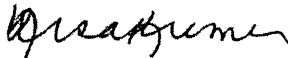
 6/25/2021
By: William Gary Wharton Date

By: Michelle Delila Lee Warton Date

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By: Jennifer Cavada _____ Date

By: Brandy Wharton _____ Date

By: Deborah Neilson _____ Date

By: Theresa Lurel Lea Wharton _____ Date

By: Donald Chris Wharton, Jr. _____ Date

By: William Gary Wharton _____ Date



By: Michelle Delila Lee Warton _____ Date

EXHIBIT A

THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SECTION 30, TOWNSHIP 15, RANGE 69 EAST, AND THE EAST HALF (E $\frac{1}{2}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 69 EAST, ALL IN CLARK COUNTY, STATE OF NEVADA

ASSESSOR'S PARCEL NUMBERS 039-30-201-013 & 039-30-301-009

CONTAINING +/- 120 ACRES

EXHIBIT B

