

DOUGLAS COUNTY, NV

2020-950474

Rec:\$40.00

\$40.00 Pgs=20

08/07/2020 12:55 PM

FIRST AMERICAN TITLE MINDEN

KAREN ELLISON, RECORDER

A.P.N.: 1320-29-117-036

File No: 143-2594103

Recording Requested by:
First American Title Insurance Company

When Recorded Mail To:
First American Title
1663 Hwy 395 Ste #101
Minden NV 89423

Oder Confirming Sale of Real Property and Payment of Costs

This page added to provide additional information required by NRS 111.312 Section 1-2

This cover page must be typed or printed clearly in black ink only.

EXHIBIT "A"

ADDENDUM # ONE



1 This addendum to the Residential Offer and Acceptance Agreement dated 06/12/2020, regarding
 2 the property located at 1086 Daphne Minden NV 89423,
 3 between William Wilke Sally Wilke and
 4 Steve Walsh, DCPA,
 5 is being attached this date 07/29/2020 and becomes effective when signed by all parties.
 6 Buyers hereby waive the HVAC and the Pest Inspections.

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35 All other terms to remain the same.

36 Dated: 7/29/2020 Time: 3:50 p.m. Dated: _____ Time: _____

38 DocuSigned by:
 39 BUYER/TENANT: William Wilke SELLER/OWNER: _____
 40 William Wilke Steve Walsh, DCPA

41 BUYER/TENANT: Sally Wilke SELLER/OWNER: _____
 42 Sally Wilke Sally Wilke

43 BUYER/TENANT: _____ SELLER/OWNER: _____

44 _____

45 BUYER/TENANT: _____ SELLER/OWNER: _____



COUNTER OFFER #3



1 SELLER submits this Counter Offer #3 to Counter Offer #2 dated 6/14/2020, regarding the property located
 2 at 1086 Daphne
 3 between Joann B Nunes Steve Walsh Minden NV 89423-5148
 4 and William Wilke Sally Wilke (SELLER)
 5 which is being attached this date 06/17/20 by SELLER and becomes effective when signed by all parties. (BUYER).
 6 The purchase price to be \$365,000

7 Expiration of Counteroffer #2 to be 6-18-2020 at 5:00 pm

OS
SW

[Handwritten signature]

21 OTHER TERMS: All other terms to remain the same.

23 RIGHT TO ACCEPT OTHER OFFERS: SELLER reserves the right to accept any other offer prior to BUYER's written
 24 acceptance of the Counter Offer #3. Acceptance shall not be effective until a copy of this Counter Offer #3, dated and signed
 25 by BUYER, is received by SELLER and/or Deborah Logan

28 EXPIRATION: This offer shall expire unless a copy with BUYERS's written acceptance is delivered to SELLER or
 29 SELLER's Broker or Licensee on or before 5:00 o'clock AM PM, on 06/19/20

31 SELLER: *[Signature]* Dated: 6/18/2020 Time: 11:00am
 32 SELLER: _____ Dated: _____ Time: _____
 33 SELLER: Steve Walsh Dated: _____ Time: _____
 34 SELLER: _____ Dated: _____ Time: _____
 35 SELLER: _____ Dated: _____ Time: _____
 36 SELLER: _____ Dated: _____ Time: _____
 37 SELLER: _____ Dated: _____ Time: _____
 38 SELLER: _____ Dated: _____ Time: _____

BUYER'S ACCEPTANCE OR REJECTION

41 Acceptance of Counter Offer #3: BUYER accepts this Counter Offer #3.

43 Rejection: BUYER rejects Counter Offer #3.

45 BUYER: *[Signature]* Dated: 6/18/20 Time: 3:50
 46 DocuSigned by: William Wilke
 47 BUYER: *[Signature]* Dated: 6/18/2020 Time: 1:15 pm
 48 Sally Wilke
 49 BUYER: 040808A8DA7B4C... Sally Wilke Dated: _____ Time: _____
 50 BUYER: _____ Dated: _____ Time: _____
 51 BUYER: _____ Dated: _____ Time: _____



COUNTER OFFER #2



1 BUYER submits this Counter Offer #2 to Counter Offer #1 dated 6/14/2020, regarding the property located
 2 at 1086 Daphne
 3 between William Wilke Sally Wilke Minden NV 89423
 4 and Steve Walsh, DCPA Sally Wilke Minden NV 89423 (BUYER)
 5 which is being attached this date 06/15/20 by BUYER and becomes effective when signed by all parties. (SELLER),
 6 Purchase price to be \$360,000.

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OTHER TERMS: All other terms to remain the same.

EXPIRATION: This offer shall expire unless a copy with SELLER's written acceptance is delivered to BUYER or BUYER's Broker or Licensee on or before 5:00 o'clock AM PM, on 06/17/20

BUYER: [Signature] Dated: 6/15/20 Time: 4:30 pm
 BUYER: [Signature] William Wilke Dated: 6/15/20 Time: 4:30 pm
 BUYER: [Signature] Sally Wilke Dated: _____ Time: _____
 BUYER: _____ Dated: _____ Time: _____
 BUYER: _____ Dated: _____ Time: _____

SELLER'S ACCEPTANCE, COUNTER, OR REJECTION

- Acceptance of Counter Offer #2: SELLER accepts this Counter Offer #2.
- Counter Offer #3: SELLER signs this Counter Offer #2 subject to Counter Offer #3 dated 6-18-2020
- Rejection: SELLER rejects this Counter Offer #2.

SELLER: [Signature] Steve Walsh, DCPA Dated: 6/18/2020 Time: 11:00am
 SELLER: _____ Dated: _____ Time: _____
 SELLER: _____ Dated: _____ Time: _____
 SELLER: _____ Dated: _____ Time: _____



COUNTER OFFER #1



1 SELLER submits this Counter Offer #1 to the Offer and Acceptance Agreement dated 6/12/2020, regarding the property
 2 Located at 1086 Daphne
 3 between Joann B Nunes Steve Walsh Minden NV 89423-5148,
 4 and William Wilke Sally Wilke (SELLER)
 5 which is being attached this date 06/14/20 by SELLER and becomes effective when signed by all parties. (BUYER),

6 The purchase price to be 370,000.
 7 Line 42, 43 & 44 on page #3 CIC to be paid by the buyer.
 8 Buyers to initial Line 42 page #6.
 9 Buyer to agree and initial Line 13 page #9.
 10 Seller does not accept Chase addendum.

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25 OTHER TERMS: All other terms to remain the same.

27 RIGHT TO ACCEPT OTHER OFFERS: SELLER reserves the right to accept any other offer prior to BUYER's written
 28 acceptance of Counter Offer #1. Acceptance shall not be effective until a copy of this Counter Offer #1, dated and signed by
 29 BUYER, is received by SELLER and/or Deborah Logan

31 EXPIRATION: This offer shall expire unless a copy with BUYERS's written acceptance is delivered to SELLER or
 32 SELLER's Broker or Licensee on or before 3:00 o'clock AM PM, on 06/16/20

34 SELLER: Steve Walsh Douglas County Dated: _____ Time: _____
Public Admin
Steve Walsh is Douglas County Public Administrator
 36 SELLER: _____ Dated: _____ Time: _____
 37 Steve Walsh Dated: _____ Time: _____
 38 SELLER: _____ Dated: _____ Time: _____
 39 _____ Dated: _____ Time: _____
 40 SELLER: _____ Dated: _____ Time: _____
 41 _____ Dated: _____ Time: _____
 42 _____ Dated: _____ Time: _____

43 Acceptance of Counter Offer #1: BUYER accepts this Counter Offer #1.
 44 Counter Offer #2: BUYER signs this Counter Offer #1 subject to Counter Offer #2 dated JUNE 15, 2020.
 45 Rejection: BUYER rejects Counter Offer #1.

47 BUYER: William Wilke Dated: 6/15/20 Time: 4:30 pm
 48 _____ Dated: _____ Time: _____
 49 BUYER: Sally Wilke Dated: 6/15/20 Time: 4:30 pm
 50 _____ Dated: _____ Time: _____
 51 BUYER: _____ Dated: _____ Time: _____
 52 _____ Dated: _____ Time: _____
 53 BUYER: _____ Dated: _____ Time: _____



COUNTER OFFER #3



1 SELLER submits this Counter Offer #3 to Counter Offer #2 dated 6/14/2020, regarding the property located
 2 at 1086 Daphne Minden NV 89423-5148,
 3 between Joann B Nunes Steve Walsh (SELLER)
 4 and William Wilke Sally Wilke (BUYER),
 5 which is being attached this date 06/17/20 by SELLER and becomes effective when signed by all parties.
 6 The purchase price to be \$365,000

7 Expiration of Counter offer #2 to be 6-18-2020 at 5:00 pm

DS
SW

[Handwritten initials]

21 OTHER TERMS: All other terms to remain the same.

23 RIGHT TO ACCEPT OTHER OFFERS: SELLER reserves the right to accept any other offer prior to BUYER's written
 24 acceptance of the Counter Offer #3. Acceptance shall not be effective until a copy of this Counter Offer #3, dated and signed
 25 by BUYER, is received by SELLER and/or Deborah Logan

28 EXPIRATION: This offer shall expire unless a copy with BUYER'S written acceptance is delivered to SELLER or
 29 SELLER's Broker or Licensee on or before 5:00 o'clock AM PM, on 06/19/20

31 SELLER: *[Signature]* Dated: 6/18/2020 Time: 11:00am
 32 _____
 33 SELLER: Steve Walsh Dated: _____ Time: _____
 34 _____
 35 SELLER: Steve Walsh Dated: _____ Time: _____
 36 _____
 37 SELLER: _____ Dated: _____ Time: _____
 38 _____
 39 _____

BUYER'S ACCEPTANCE OR REJECTION

41 Acceptance of Counter Offer #3: BUYER accepts this Counter Offer #3.
 42
 43 Rejection: BUYER rejects Counter Offer #3.

45 BUYER: *[Signature]* Dated: 6/18/20 Time: 3:50
 46 _____
 47 BUYER: William Wilke Dated: 6/18/2020 Time: 1:15 pm
 48 Sally Wilke Dated: _____ Time: _____
 49 BUYER: Sally Wilke Dated: _____ Time: _____
 50 _____
 51 BUYER: _____ Dated: _____ Time: _____



COUNTER OFFER #2



1 BUYER submits this Counter Offer #2 to Counter Offer #1 dated 6/14/2020, regarding the property located
 2 at 1086 Daphne
 3 between William Wilke Sally Wilke Minden NV 89423,
 4 and Steve Walsh, DCPA Sally Wilke (BUYER)
 5 which is being attached this date 06/15/20 by BUYER and becomes effective when signed by all parties.
 6 Purchase price to be \$360,000. (SELLER)

21 OTHER TERMS: All other terms to remain the same.

23 EXPIRATION: This offer shall expire unless a copy with SELLER's written acceptance is delivered to BUYER or
 24 BUYER's Broker or Licensee on or before 5:00 o'clock AM PM, on 06/17/20

26 BUYER: [Signature] Dated: 6/15/20 Time: 4:30 pm
 27 William Wilke
 28 BUYER: [Signature] Dated: 6/15/20 Time: 4:30 pm
 29 Sally Wilke
 30 BUYER: _____ Dated: _____ Time: _____
 31 _____ Dated: _____ Time: _____
 32 BUYER: _____ Dated: _____ Time: _____
 33 _____ Dated: _____ Time: _____

SELLER'S ACCEPTANCE, COUNTER, OR REJECTION

- 36 Acceptance of Counter Offer #2: SELLER accepts this Counter Offer #2.
- 37
- 38 Counter Offer #3: SELLER signs this Counter Offer #2 subject to Counter Offer #3 dated 6-18-2020
- 39
- 40 Rejection: SELLER rejects this Counter Offer #2.
- 41

42 SELLER: [Signature] Dated: 6/18/2020 Time: 11:00am
 43 Steve Walsh, DCPA
 44 SELLER: _____ Dated: _____ Time: _____
 45 _____ Dated: _____ Time: _____
 46 SELLER: _____ Dated: _____ Time: _____
 47 _____ Dated: _____ Time: _____
 48 SELLER: _____ Dated: _____ Time: _____
 49 _____ Dated: _____ Time: _____
 50 _____ Dated: _____ Time: _____
 51 _____ Dated: _____ Time: _____
 52 _____ Dated: _____ Time: _____
 53 _____ Dated: _____ Time: _____



RESIDENTIAL OFFER AND ACCEPTANCE AGREEMENT



1 RECEIVED FROM William Wilke Sally Wilke (BUYER),
 2 _____
 3 the amount set forth below as the EARNEST MONEY DEPOSIT on account of the PURCHASE PRICE OF
 4 \$ 350,000.00 for the real property commonly described as
 5 1086 Daphne 89423, situated in the City OR Unincorporated Area of
 6 Minden, County of Douglas, State of Nevada, APN 132029117036 (Property)
 7 legal description shall be supplied in escrow. BUYER does, does not intend to occupy the Property as a
 8 residence.

9
 10 EARNEST MONEY DEPOSIT (EMD) Evidenced by Check or other _____
 11 payable to First American Title, held uncashed until acceptance and then deposited
 12 within one (1) business day of Acceptance with Mary Kelsh/First American Title. \$ 5,000.00
 13 Authorized escrow holder to be selected by BUYER SELLER.

14
 15 BALANCE OF CASH DOWN PAYMENT (not including closing costs) \$ 65,000.00
 16 Source of down payment Personal Funds

17
 18 CASH PURCHASE BUYER to provide evidence, satisfactory to SELLER, of sufficient cash
 19 available to complete this purchase within _____ days of Acceptance.

20
 21 NEW FIRST LOAN: TYPE Conventional FHA VA Rural Private \$ 280,000.00
 22 Fixed Rate for _____ years. Interest not to exceed _____ %.
 23 Adjustable Rate for _____ years. Initial Interest not to exceed _____ % maximum lifetime rate
 24 not to exceed _____ %.

25
 26 NEW SECOND LOAN: TYPE Conventional Private \$ 0
 27 Other _____
 28 Fixed Rate for _____ years. Interest not to exceed _____ %.
 29 Adjustable Rate for _____ years. Initial Interest not to exceed _____ % maximum lifetime rate
 30 not to exceed _____ %.

31
 32 BUYER to lock loan terms within 10 days of Acceptance or BUYER agrees to pay prevailing rates.

33
 34 BUYER to pay discount points not to exceed _____ %. SELLER to pay discount points not to
 35 exceed 0 %. Any reduction in discount points at closing to be allocated proportionately.
 36 Loan origination fee not to exceed _____ % paid by BUYER SELLER.
 37 SELLER agrees to pay up to \$ 0 in loan 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): \$ 0.00
 42 _____
 43 TOTAL PURCHASE PRICE in the sum of (not including closing costs): \$ 350,000.00

44
 45 CLOSING Close of Escrow (COE) to be on or before 20 Nov 30 days after court approval. Unless otherwise
 46 agreed upon in writing, COE shall not change from the originally agreed upon date. The parties shall deposit, with the
 47 authorized escrow holder, all funds and instruments necessary to complete the transaction in accordance with the terms
 48 in this Agreement.

Buyer [Signature] Address 1086 Daphne Minden NV 89423 and Seller [Signature] have read this page.
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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 N/A

6 A. BUYER's property is in escrow scheduled to close on or before N/A. BUYER to select option A or B.
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 N/A. 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 N/A days in the MLS System by a REALTOR®.
14 If BUYER's property does not obtain an accepted offer within N/A days of this Acceptance with a
15 scheduled closing on or before N/A, then this Agreement shall terminate un-
16 less BUYER and SELLER otherwise agree in writing. BUYER shall not accept an offer contingent on
17 the sale of a third party's property without SELLER's written approval. If BUYER accepts an offer
18 contingent on the sale of a third party's property without SELLER's written approval, SELLER may
19 terminate this Agreement and retain BUYER's EMD.
20

21 SELLER shall have the right to continue to offer this Property for sale and accept written backup offers only, subject
22 to BUYER's rights under this Agreement. If escrow on BUYER's property does not close on or before
23 N/A, this Agreement shall terminate, unless BUYER and SELLER otherwise agree in writing, and
24 the parties agree to cancel the 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
28 property within N/A days of each event. BUYER authorizes SELLER and Brokers to obtain updates on BUYER's
29 listing or escrow.
30

31 If any of the contingencies in the Contingent on Sale and Conveyance of Other Property section are not satisfied,
32 SELLER reserves the right to terminate this Agreement. If SELLER terminates this Agreement, the parties agree to
33 cancel the escrow 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") as required by NRS
39 116.4109. SELLER shall order the Resale Package within five (5) days of Acceptance and deliver it to BUYER upon
40 receipt.

41 CIC Association transfer fees paid by BUYER SELLER split equally other _____

42 CIC Association set up fees paid by BUYER SELLER split equally other _____

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

44 Other CIC Association fees related to the transfer of the (CIC) shall be paid by BUYER SELLER split
45 equally other _____

46 The amount of any delinquent assessments, including penalties, attorney's fees, and other charges provided for in the
47 management documents shall be paid current by SELLER at COE.

48 Existing assessments levied shall be paid by BUYER SELLER split equally other _____

49 CIC assessments levied, but not yet due, shall be paid by BUYER SELLER split equally other _____

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

Address 1086 Daphne Minden NV 89423

Buyer [Signature] and Seller [Signature]

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
3 facilities and general improvements. BUYER shall become familiar with the current CIC facilities and general
4 improvement policies regarding recreation privileges and associated costs prior to COE.
5

6 **VESTED TITLE** Title shall vest as designated in the escrow instructions.
7

8 **EXAMINATION OF TITLE** In addition to any encumbrances referred to in this Agreement, BUYER shall take
9 title to the Property subject to: (1) real estate taxes not yet due, and (2) Covenants, Conditions, & Restrictions
10 (CC&Rs), rights of way, and easements of record, if any, that do not materially affect the value or intended use of the
11 Property. Within two (2) business days of Acceptance, SELLER shall order a preliminary title report, and CC&Rs, if
12 applicable. Within five (5) days of BUYER's receipt of the preliminary title report and CC&Rs, BUYER's objections
13 shall be delivered to SELLER's Broker within this five (5) day period. Should BUYER object to any of the prelimi-
14 nary title report or CC&R's, SELLER shall use due diligence to remove those objections prior to COE. If those objec-
15 tions cannot be removed, BUYER may elect to purchase the Property, subject to the existing objections, or BUYER
16 may elect to terminate all rights and obligations under this Agreement. The EMD shall be returned to BUYER, less
17 BUYER incurred expenses. If SELLER is unwilling or unable to remove BUYER's objections, SELLER shall deliver
18 written notification to BUYER's Broker within ten (10) days of receipt.
19

20 **TITLE AND CLOSING COSTS**

21 BUYER SELLER split equally other _____ shall pay for a (Standard) owner's policy of
22 title insurance.

23 BUYER SELLER split equally other _____ shall pay for a (Standard) lender's policy of
24 title insurance.

25 BUYER is aware additional coverage policies are available. All costs associated with additional coverage policies to be
26 paid for by BUYER SELLER split equally other _____

27 Escrow Fee to be paid by BUYER SELLER split equally other _____

28 Transfer Tax(es) to be paid by BUYER SELLER split equally other _____

29 All remaining closing costs shall be paid in the customary manner as required by law, ordinance and/or regulation.
30

31 **OMISSIONS FROM ESCROW INSTRUCTIONS** The omission from the escrow instructions of any provision in
32 this Agreement shall not preclude any party from enforcing that provision. All written representations and warranties
33 shall survive the conveyance of the Property.
34

35 **BONDS AND ASSESSMENTS (Other than CIC)** In the event there is a bond or assessment with a principal
36 balance or that requires settlement in full prior to COE, it shall be paid by SELLER BUYER assumed by
37 BUYER if allowed split equally other _____
38

39 **PRORATION** Any and all rents, taxes, interest, homeowner association fees, payments on bonds, assessments and
40 other Property expenses, assumed by BUYER shall be prorated as of the date of recordation of the deed. Security
41 deposits, advance rentals, or considerations involving future lease credits shall be credited to BUYER at COE.
42

43 **REASSESSMENT OF PROPERTY TAX** BUYER is advised the Property may be reassessed in the future, which
44 may result in a tax increase or a tax decrease.
45

46 **HOME WARRANTY CONTRACT (BUYER Initial Required)**

47 Included Waived

48 _____ A home warranty
49 contract shall be selected by BUYER SELLER and shall be paid for by BUYER SELLER split equally
50 other _____. The home warranty confirmation shall be delivered to escrow and become
51 effective at COE for not less than one year, at a price NOT to exceed \$ 500.00

Buyer _____ Address 1086 Daphne Minden NV 89423

1 **FIXTURES** All items permanently attached to the Property as of the date of this Agreement including, but not
2 limited to, light fixtures, attached floor coverings, attic fans, central vacuum and related equipment, humidifier
3 systems, drapes/curtains, blinds/shades including rods/hardware, doors and window screens, storm sash, awnings, TV
4 antennas, TV wall mounts, satellite dishes, burglar, fire and smoke alarms and fire sprinklers, built-in pools/spas/
5 saunas and related equipment, solar systems, conforming woodstoves, intercom systems, water softener systems, water
6 and air filtration systems, attached fireplace screens, keyless entries, electric garage door openers with controls,
7 outdoor plants and trees (other than in movable containers). **OTHER**
8 **None**

9
10 are included in the purchase price, free of liens. **EXCLUDING**
11 **None**

12
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14 **PERSONAL PROPERTY** The following personal property, on the premises when inspected by BUYER is
15 included in the purchase price, free of liens, with no warranty or value implied:
16 **All appliances**

17
18
19 **SYSTEMS AND MAINTENANCE** Until possession of the Property is delivered, SELLER shall maintain the
20 Property, including but not limited to, all existing structures, landscaping, grounds, appliances and systems. SELLER
21 agrees to deliver the Property in a neat and clean condition, and remove all debris and personal belongings,
22 **EXCLUDING:**
23 **None**

24
25 **OIL AND PROPANE** Any oil or propane fuel existing at the time of Acceptance, allowing for normal use up to
26 COE, shall be purchased by BUYER included in the purchase price. If the fuel is purchased by BUYER,
27 SELLER shall contact the fuel company to measure the existing fuel no later than five (5) days prior to COE. The
28 fuel credit amount shall be submitted to Escrow for credit to SELLER. Buyer is responsible for any fuel contracts after
29 close of escrow.

30
31 **SELLER'S REAL PROPERTY DISCLOSURE FORM (SRPD)** SELLER shall provide BUYER, at time of
32 written acceptance, a completed SRPD which, by this reference, shall be incorporated into this Agreement. BUYER
33 shall return an acknowledged copy to SELLER or terminate this Agreement, in writing, within four (4) business days
34 of receipt. SELLER is required to disclose any new defects between the time the SRPD is executed and COE.
35

36 **DISCLAIMER** BUYER understands that the SRPD is for disclosure purposes and is not a substitute for property
37 inspections by experts including, but not limited to, engineers, geologists, architects, general contractors, specialty
38 contractors such as roofing contractors, and pest control operators. BUYER is advised to retain any experts believed
39 appropriate. BUYER understands and acknowledges Brokers cannot warrant the condition of the Property or guarantee
40 all defects have been disclosed by SELLER. BUYER and SELLER acknowledge Brokers shall not investigate the
41 status of permits, location of Property lines, code compliance or any other Property condition.
42

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

46
47 SELLER agrees to provide reasonable access to the Property to BUYER, and inspectors, for inspections and
48 re-inspections and appraiser. SELLER agrees to have all utilities in service the day of any inspection and until COE. If
49 this transaction fails to close, the parties remain obligated to pay for inspections performed as agreed.

Buyer [Signature] Address 1086 Daphne Minden NV 89423
and Seller [Signature] have read this page.
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ROA Page 3 of 10
RSAR 04/20

1 **PHYSICAL INSPECTIONS** BUYER has the right to inspect the Property, order all inspections, and select
 2 qualified professionals including, but not limited to, licensed contractors, certified building inspectors, and select
 3 qualified professionals 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
 5 of possible inspections; therefore, BUYER should add any additional inspections necessary to satisfy BUYER under
 6 "OTHER."
 7 All inspections shall be completed and copies of all inspections shall be provided to BUYER and SELLER at no
 8 additional expense

9 within _____ days of Acceptance; OR
 10 within 2 _____ days of other contingency: confirmation by court hearing
 11 Within the time specified above, BUYER shall deliver to SELLER, in writing, one of the following:
 12 A. approval of the inspections without requiring any repairs; OR
 13 B. approval of the inspections with a Notice of Required Repairs or an Addendum listing all required repairs.
 14 SELLER shall respond in writing to BUYER's repair request within five (5) business days of delivery; OR
 15 C. termination of this Agreement. If BUYER terminates, BUYER is released from any and all obligations to
 16 SELLER, and BUYER is entitled to a refund of the EMD, less BUYER incurred expenses.
 17 If any inspection is not completed by the deadline, it is waived unless otherwise agreed to in writing. SELLER is
 18 released from liability for the cost of repairs that inspection would have reasonably identified had it been conducted,
 19 except as otherwise provided by law.

20 INSPECTIONS	Included	Waived	N/A	Paid By	
21 PEST INSPECTION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
22 HOME INSPECTION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
23 HEATING SYSTEM INSPECTION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
24 COOLING SYSTEM INSPECTION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
25 SURVEY Type _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
26 WELL QUALITY	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
27 WELL QUANTITY	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
28 SEPTIC PUMPING	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
29 SEPTIC INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
30 SEPTIC LID LOCATION/REMOVAL	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
31 FIREPLACE INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
32 WOOD BURNING DEVICE INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
33 WOOD BURNING DEVICE CERTIFICATION (if required) <input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
34 Certification requires inspection. (In the event device does not meet all applicable codes and/or laws, the cost of its 35 removal shall be the responsibility of SELLER. Stovepipe to be capped off at the ceiling or fireplace to be restored to 36 working order at SELLER's expense.)					
37 OIL TANK TEST Type _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
38 (If oil tank needs to be filled to a perform test, BUYER <input type="checkbox"/> shall, <input type="checkbox"/> shall not reimburse SELLER.)					
39 LEAD BASED PAINT ASSESSMENT OR INSPECTION <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
40 RADON INSPECTION <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
41 OTHER _____ <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
42 [_____] (BUYER Initials) BUYER affirms the above selections.					

44 **REPAIRS** SELLER agrees to pay for and complete repairs, in an amount not to exceed the total sum of
 45 \$ 0. Seller understands that Buyer has not yet completed inspections, if any. Buyer reserves the
 46 right to request additional repairs (1) identified by the inspections; 2) as allowed by Nevada law for SRPD-related
 47 disclosures or newly discovered defects; 3) or for repairs indicated on the Appraisal Report. Seller reserves the right to
 48 refuse to complete requested repairs in an amount exceeding the repair limit as indicated above, but understands Buyer
 49 may have a right to terminate this Agreement. For any repairs completed a copy of all repair invoices and receipts
 50 shall be delivered to BUYER prior to COE. Brokers have no responsibility to assist in the payment of any repairs,
 51 corrections or deferred maintenance on the Property.

Buyer [Signature] Address 1086 Daphne Minden NV 89423
 and Seller [Signature]
 ROA Page 6 of 10 This copyright protected form was created by members of RSAR and SNR. RSAR® 04/20

1 **ADDITIONAL TERMS AND CONDITIONS**

2 A.) Buyers are aware that this contract is subject to court approval and will be subject to
3 overbid at the confirmation hearing.

4 B.) All contingency timelines to begin upon court approval.
5
6
7
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13

14 **TAX DEFERRED EXCHANGE** If BUYER or SELLER request to enter into a IRC tax deferred exchange for the
15 Property, each party agrees to cooperate with the other in connection with the exchange, including the execution of
16 documents deemed necessary to effectuate same. No party shall be obligated to delay the closing. All additional costs
17 in connection with the exchange shall be borne by the party requesting it. No party shall be obligated to execute any
18 note, contract, deed, or other document providing for any personal liability that would survive the exchange. The other
19 party shall be indemnified and held harmless against any liability arising or that has arisen on account of the acquisition
20 of ownership of the exchanged property.
21

22 **VERIFICATION OF INFORMATION** Any information relating to square footage, land or its use, and/or
23 improvements of the land are approximate or estimates only, and neither SELLER nor Brokers make any
24 representation or guarantee regarding their accuracy. Any oral or written representations by SELLER or Brokers
25 regarding the age of improvements, size, or square footage of a parcel or building, or the location of property lines,
26 may not be accurate. Apparent boundary line indicators such as fences, hedges, walls, or other barriers may not
27 represent the true boundary lines. Brokers are not obligated to investigate the status of permits, zoning, or code
28 compliance. BUYER to satisfy any concerns with conditions that are an important or critical element of the purchase
29 decision. BUYER agrees they have not received or relied upon any representation by Brokers or SELLER with respect
30 to the condition of the Property not contained in this Agreement. The information contained in the Multiple Listing
31 Service, computer, advertisements, and feature sheets pertaining to the Property are not warranted or guaranteed by
32 Brokers. Errors and/or omissions in inputting information, while uncommon, are possible. BUYER shall be
33 responsible for verifying the accuracy of such information. Deposit of all funds necessary to close escrow shall be
34 deemed final acceptance of the Property. SELLER agrees to hold Brokers harmless and to defend and indemnify them
35 from any claim, demand, action, or proceeding resulting from any omission or alleged omission by SELLER.
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 the local
40 Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available upon
41 request.
42

43 **ATTORNEY FEES** In the event either party is required to engage the services of an attorney to enforce this
44 Agreement, the prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal
45 expenses, and costs.
46

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

Buyer [Signature] Address 1086 Daphne Minden NV 89423 and Seller [Signature] have read this page.
ROA Page 8 of 10 This copyright protected form was created by members of RSAR and SNR. RSAR® 04/20

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

6
7 **SELLER DEFAULT** If SELLER defaults in the performance of this Agreement, BUYER shall have the right to
8 recover from SELLER all of BUYER's actual damages BUYER may suffer as a result of SELLER's default, and to
9 pursue any and all 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. [_____/_____] (BUYER Initials) Liquidated Damages: SELLER shall have the right to retain, as their
14 sole legal recourse, the EMD. BUYER and SELLER hereby acknowledge SELLER's actual damages would be
15 difficult to measure 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
18 BUYER all of SELLER's actual damages that SELLER may suffer as a result of BUYER's default, and to pursue
19 any and all 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 Environmental Contact List
25 HUD Inspection For your Protection: Get a Home Inspection
26 Information Regarding Private Well and Septic System
27 Residential Disclosure Guide
28 Wire Fraud Advisory
29 Other Mold & Radon Addendum
30 Other Chase Addendum

31
32 **THE FOLLOWING ADDENDA AND EXHIBITS SHALL BE INCORPORATED**
33 Common Interest-Community Information Statement "Before You Purchase Property ..."

- 34 Lead-Based Paint Disclosure Statement (for properties built prior to 1978)
35 Open Range Land Disclosure
36 Residential/Lease Rental Agreement
37 Seller Financing Addendum (Residential)
38 Short Sale Addendum to the Offer and Acceptance Agreement
39 Short Term Agreement to Occupy After Close of Escrow
40 Used Manufactured/Mobile Home Disclosure
41 Other _____
42 Other _____

43
44 **ENTIRE AGREEMENT** This Agreement and attachments contain the entire agreement of the parties and supersede
45 all prior agreements or representations with respect to the Property not expressly set forth in this Agreement. This
46 Agreement may only be modified in writing, signed and dated by the parties. BUYER acknowledges having read and
47 approved all provisions of this Agreement.

48
49 **TIME IS OF THE ESSENCE** Time is of the essence of this Agreement.

Buyer: [Signature] Address: 1086 Daphne Minden NV 89423
and Seller: [Signature] I have read this page.
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1 SELLER has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at COE.
2 As published in the MLS, 3 % of the accepted price, or \$ N/A, shall be paid to BUYER's real
3 estate brokerage, Chase International - ZC

5 EXPIRATION OF OFFER Per NRS 645.254, all offers must be presented to SELLER. This Offer expires unless
6 accepted, including delivery to BUYER, or Pamela Lusby
7 on/or before 5:00 A.M. P.M. on 6/15/2020

9 BUYER [Signature] DATE 6/12/20 Time 1:45 pm
10 William Wilke

11 BUYER [Signature] DATE 6/12/20 Time 1:45 pm
12 Sally Wilke

13 BUYER's Representation:
14 BUYER's Licensee Name Pamela Lusby BUYER Broker Name Susan Lowe
15 BUYER's Licensee Nevada License # 8.0039596 BUYER's Broker Nevada License #
16 BUYER's Licensee Email realtorlusby@earthlink.net Brokerage Name Chase International - ZC
17 Phone (775) 588-6130 Fax (775) 588-6133 Office Address PO Box 10470
18 City/State/Zip Zephyr Cove NV 89448

20 BUYERS Licensee signature acknowledging receipt of EMD

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
24 to deliver a signed copy to BUYER and disclose the terms of the sale to members of the Multiple Listing Service or
25 Association of REALTORS® at COE. SELLER has the authority to sell the Property on the terms and conditions
26 stated in this Agreement.

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

34 SELLER is OR is not a foreign person therefore subjecting this transaction to FIRPTA withholding.

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

37 Acceptance of Offer SELLER accepts this Offer.
38 Counter Offer #1 SELLER signs this Offer subject to a Counter Offer #1 dated 6/14/2020
39 Rejection SELLER rejects the foregoing Offer.

41 SELLER [Signature] Douglas County DATE 6/14/2020 Time 3:00 PM
42 Owner of Record Public Administrator

43 SELLER 1 DATE 1 Time 1

45 SELLER's Representation:
46 SELLER's Licensee Name Deborah Logan SELLER's Broker Name Ryan Borden

48 SELLER's Licensee Nevada License # 5.47890 SELLER's Brokers Nevada License # B.10011282
49 Phone (775) 721-4292 Fax _____ Brokerage Name Realty One Group Eminence
50 SELLER's Licensee Email Debbie@DebbieLogan.com Office Address 5325 Reno Corporate Dr
51 City/State/Zip Reno NV 89511

Address 1086 Daphne Minden NV 89423

RECEIVED

JUL - 7 2020

Douglas County
District Court Clerk

FILED

2020 JUL -7 PM 1:53

BOBBIE R. WILLIAMS

A. NEWTON

BY _____ DEPUTY

1 CASE NO. 19-PB-0115

2 DEPT. NO. 1

3 *The undersigned affirms that this document **DOES NOT***
4 *contain a Social Security Number.*

6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF DOUGLAS

9 In the Matter of the Estate

10 of

11 GLADYS NADINE MATHERS,

12 Deceased.

**ORDER CONFIRMING SALE OF REAL
PROPERTY AND PAYMENT OF COSTS**

15 **THIS MATTER** came on before the Court on the 7th day of July, 2020, on the Petition of the
16 Douglas County Public Administrator to Sell Real Property of the Decedent and Payment of Costs.
17 Present in Court were STEPHEN WALSH, Douglas County Public Administrator, together with his
18 counsel, MICHAEL SMILEY ROWE, ESQ. Good cause appearing, and having received no objections
19 to the requests of the Public Administrator after due and proper notice of the Petition, and good cause
20 appearing:
21

22 **IT IS HEREBY ORDERED** that the Petition , and its accompanying schedules, all of which
23 were supplied to the Court as Exhibit "A" and to the Administrator's Request to Confirm the Sale of
24 Real Property and Payment of Costs, is hereby ratified, confirmed and approved.

25 **BE IT FURTHER ORDERED** that the Guardian is authorized to sell the real property of the
26 Decedent located at 1086 Daphne Court, Minden, Nevada, 89423.

28 **BE IT FURTHER ORDERED** that the Court finds that no one has appeared to bid on the

Mailing Address
P.O. Box 2080
Minden, NV 89423
Facsimile (775)782-3685

Law Office of Michael S. Rowe
Attorney At Law

Physical Address
1638 Esmeralda Street
Minden, NV 89423
(775) 782-8141

Mailing Address
P.O. Box 2080
Minden, NV 89423
Facsimile (775) 782-3685

Law Office of Michael S. Rowe
Attorney At Law

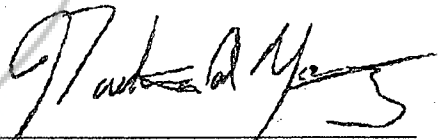
Physical Address
1638 Esmeralda Street
Minden, NV 89423
(775) 782-8141

1 property in an amount of at least \$5,000.00 greater than the attached offer, the Court finds that good
2 reason exists for the sale, the sale has been conducted in a legal and fair manner, and the amount of the
3 offer attached to the Petition is not disproportionate to the value of the property.

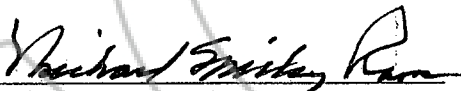
4 **BE IT FURTHER ORDERED** that the Court approves the of payment of a real estate
5 commission in an amount of Three percent (3%) of the selling price to Realty One Group Eminence and
6 3% to Chase International
7

8 **BE IT FURTHER ORDERED** that the Court approves of the execution of such instruments
9 of conveyance as are necessary to convey the Decedent's rights, title and interest in and to the real
10 property and improvements to the proposed Buyer.

11 DATED this 7th day of July, 2020.

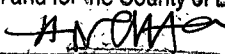
12
13
14 
15 NATHAN TOD YOUNG
16 DISTRICT COURT JUDGE

17 Respectfully submitted by:

18 
19 MICHAEL SMILEY ROWE
20 Nevada Bar Number 1374
21 P.O. Box 2080
22 Minden, Nevada 89423
23 (775) 782-8141

24
25
26
27
28
CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original in file and of record in my office.

DATE 7-7-2020
2 BOBBIE R. WILLIAMS Clerk of Court
of the State of Nevada, In and for the County of Douglas,
By  Deputy