

APN#: 1022-10-001-027

118145-CRB

Recording Requested By:

Western Title Company, LLC

Escrow No.: 118145-CRB

When Recorded Mail To:

Western Title Co.

215 W. Bridge Street, Ste. 1

Yerington, NV 89447

Mail Tax Statements to: (deeds only)

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

(Per NRS 239B.030)

Signature



Chramayne Brewer, Escrow Officer

**Amended Order Confirming Sale of Real Property and Personal Property**

This page added to provide additional information required by NRS 111.312  
(additional recording fee applies)

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3 KALICKI COLLIER, LLP  
4 1625 Highway 88, Suite 304  
5 Minden, Nevada 89423  
6 Telephone | 775.782.0040  
7 Email | [dlc@kalickicollier.com](mailto:dlc@kalickicollier.com)  
8 Attorney for Administrators

RECEIVED

SEP 17 2020

Douglas County  
District Court Clerk

FILED

2020 SEP 18 AM 11:46

BUSBY R. WILLIAMS  
CLERK

K. WILFERT DEPUTY

9 This document DOES NOT contain personal  
10 Information, pursuant to NRS 603A.040.

11 IN THE NINTH DISTRICT COURT OF THE STATE OF NEVADA

12 IN AND FOR THE COUNTY OF DOUGLAS

13 In the Matter of the Estate of:

CASE NO.: 19-PB-0095

14 JOSEPH DALE MEYER, JR.  
15 DOD: April 18, 2019

DEPT. NO.: I

16 Decedent.

17 **AMENDED ORDER CONFIRMING SALE OF REAL PROPERTY**  
18 **AND PERSONAL PROPERTY**

19 **[1285 Hematite Court, Wellington, Douglas County, Nevada 89444]**

20 This matter came before the Court on Tuesday, September 1, 2020, at the time set to  
21 consider Petitioners CARROLEE MEYER and GERALD POSEY's, Co-Administrators of the  
22 Estate of JOSEPH DALE MEYER, JR., Decedent (hereinafter: Co-Administrators) *Petition for*  
23 *Confirmation of Private Sale of Real Property [1285 Hematite Court, Wellington, Douglas*  
24 *County, Nevada 89444]* (hereinafter: *Petition to Confirm Sale*).

25 Present at the hearing were DANIELLE L. CHRISTENSON, ESQ., of HERITAGE LAW,  
A Division of KALICKI COLLIER, LLP, counsel for Co-Administrators, Co-Administrator  
GERALD POSEY and Co-Administrator CARROLEE MEYER.

1 Pursuant to NRS 148.220(2)(a), the heirs-at-law of the Estate consented in writing to the  
2 Court's waiver of the requirement of publication of the time and place of sale, and the Court  
3 entered an *Order Waiving Publication of Notice of Private Sale of Real Property Pursuant to*  
4 *NRS 148.220(2)(a)* on August 19, 2020.

5 No objection to the *Petition to Confirm Sale* was filed prior to the hearing. No  
6 objection(s) to the *Petition to Confirm Sale* were raised at the time of the hearing. And, finally,  
7 no bids to purchase the real property which is the subject of the *Petition to Confirm Sale* were  
8 made or otherwise received at the time of the hearing.

9 The Court having considered the *Petition to Confirm Sale* in its entirety and the  
10 documents submitted in support of the *Petition to Confirm Sale*, and the oral representations  
11 and/or argument(s) of counsel in attendance; and good cause appearing;

12 **THE COURT HEREBY FINDS** as follows:

13 1. The primary asset of the Estate is the residential real property located at 1285  
14 Hematite Court, Wellington, Douglas County, Nevada 89444, APN: 1022-10-001-027, more  
15 particularly described as:

16 **Lot 141, as shown on the map of TOPAZ RANCH ESTATES UNIT NO. 2, as**  
17 **filed in the office of the County Recorder of Douglas County, Nevada on**  
18 **February 20, 1967, in Book 1 of Maps as Document No. 35464, Official**  
19 **Records.**

20 2. Located on the residential real property is certain personal property, specifically:  
21 a 1992 Champion Sequoia (52 ft. x 13.5 ft.) manufactured home, Serial No. 16924709569,  
22 which is included in the sale of the residential real property, and is titled in the name of the  
23 Decedent, JOSEPH DALE MEYER, JR. The inclusion of the personal property/manufactured  
24 home is demonstrated by and through an Addendum #1 to the *Residential Offer and*  
25 *Acceptance Agreement*. The Addendum #1 is dated September 14, 2020. See *Residential*

1 Offer and Acceptance Agreement, including Addendum #1, collectively attached hereto as  
2 Exhibit 1 and incorporated herein by this reference.

3 3. Pursuant to NRS 148.220(1)(a), the heirs-at-law of the Estate consented in  
4 writing to the Court's waiver of the requirement of publication of the time and place of sale, and  
5 the Court entered an *Order Waiving Publication of Notice of Private Sale of Real Property*  
6 Pursuant to NRS 148.220(2)(a) on August 19, 2020.

7 4. Co-Administrators have received one (1) offer for the purchase of the residential  
8 real property and manufactured home through a private sale, from Dennis Struve (hereinafter:  
9 "the Buyer").

10 5. The terms and conditions for the purchase as set forth in the *Residential Offer*  
11 *and Acceptance Agreement* and *Addendum #1* submitted to the Court (hereinafter: "the  
12 *Agreement*") are fair, reasonable, and viable, and include a sales price of ONE HUNDRED TEN  
13 THOUSAND AND NO/100 DOLLARS (\$110,000.00), which is payable in cash at the close of  
14 escrow. The Buyer has placed ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) earnest  
15 money deposit with the title company. The Buyer is obligated to pay the balance of the  
16 purchase price as follows:

17 a. Balance of Cash from Checking in the amount of \$109,000.00 at COE.

18 6. Co-Administrators believe that the sale price of ONE HUNDRED TEN  
19 THOUSAND AND NO/100 DOLLARS (\$100,000.00) is at or near the fair market value of the  
20 property according to the Market Analysis Update of Broker Steven A. Bohler, Pinion Pines  
21 Realty, dated July 28, 2020 (i.e., Fair Market Value as of July 28, 2020, is \$110,188.00 based  
22 on average sales in the area), submitted to the Court on August 21, 2020.

23 7. The *Agreement* provides that the residential real property and personal  
24 property/manufactured home is to be sold in "as is" condition. The *Agreement* further provides  
25 that the Estate shall pay for a (Standard) owner's policy of title insurance and Buyer shall pay

1 for a (Standard) lender's policy of title insurance; escrow fees are to be split equally; all  
2 remaining closing costs shall be paid in the customary manner as required by law, ordinance  
3 and/or regulation; any oil or propane fuel existing at the time of Acceptance, allowing for normal  
4 use up to COE, shall be included in the purchase price. Title to the residential real property and  
5 personal property/manufactured home is to be transferred to the Buyer subject to all real  
6 property taxes and Covenant, Conditions, and Restrictions, rights of way and easements of  
7 record encumbering the residential real property as of the date of COE and recording the deed  
8 transferring title to the residential real property and personal property/manufactured home to the  
9 Buyer. Real property taxes and other expenses related to the residential real property and  
10 personal property/manufactured home are to be prorated as of the date of the recording of the  
11 deed transferring title to the residential real property and personal property/manufactured home.

12 7. The sale of the residential real property and personal property/manufactured  
13 home is necessary in order to not only relieve the Estate of its liabilities but to also pay any  
14 taxes resulting from the sale of the residential real property and personal property/manufactured  
15 home as well as the costs and fees of administering the Estate, such that the sale of the  
16 residential real property and personal property/manufactured home on the terms described  
17 herein, and as set forth in the *Petition to Confirm Sale*, will be of an advantage and benefit to the  
18 preservation of the Decedent's Estate.

19 8. Co-Administrators' representative, Steven A. Bohler, a Nevada licensed real  
20 estate broker, of Pinion Pines Realty, has agreed to accept compensation for services rendered  
21 a fee of 6.0% of the selling price and, further, that from total commission, Broker is offering 3.0%  
22 of selling price as compensation to Buying Broker. Eric Bodenstein, a licensed Real Estate  
23 Agent with Re/Max Country, procured the Buyer of the residential real property and personal  
24 property/manufactured home and Eric Bodenstein has agreed to accept 3.0% commission as

1 and for compensation for services to Buyer. Said commissions are in compliance with the  
2 provisions of NRS 148.110(3)(b) and shall be paid from the sale proceeds.

3 **ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:**

4 A. The sale of the real property of the Decedent known as and located at 1285  
5 Hematite Court, Wellington, Douglas County, Nevada, 89444, to Buyer Dennis Struve, is  
6 ratified, confirmed, and approved;

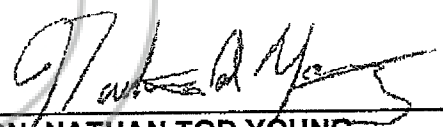
7 B. The sale of the personal property/manufactured home described as a 1992  
8 Champion Sequoia (52 ft. x 13.5 ft.), Serial No. 16924709569, to Buyer Dennis Struve, is  
9 ratified, confirmed, and approved;

10 C. Pinion Pine Realty and Re/Max County are authorized to equally share the 6.0%  
11 commission of sale price as fair and reasonable commission for procuring the sale (or 3.0%  
12 commission each); and

13 D. Co-Administrators CARROLEE MEYER and GERALD POSEY are authorized  
14 and directed to execute all documents necessary to complete the sale and conveyance of the  
15 residential real property pursuant to NRS 148.280.

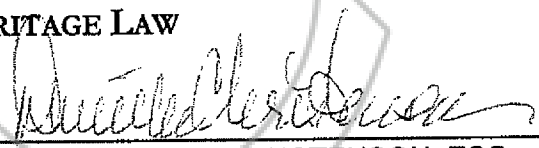
16 **IT IS SO ORDERED.**

17 **DATED:** September 18, 2020.

18   
19 **HON. NATHAN TOD YOUNG**  
20 **DISTRICT JUDGE**

21 Submitted by:

22 **HERITAGE LAW**

23 By:   
24 **DANIELLE L. CHRISTENSON, ESQ.**  
25 **SBN 4295**  
**Attorney for Co-Administrators**

1 In the Matter of the Estate of:

CASE NO.: 19-PB-0095

2 JOSEPH DALE MEYER, JR.  
3 DOD: April 18, 2019

DEPT. NO.: I

4 Decedent.

5 **INDEX OF EXHIBITS**

Exhibit No.	Description	No. of Pages
EXHIBIT 1	<i>Residential Offer and Acceptance Agreement dated July 22, 2020; Addendum #1 dated September 14, 2020</i>	11 Pages

1  
2  
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7  
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# EXHIBIT 1

In the Matter of the Estate of JOSEPH DALE MEYER, JR.  
DOD: April 18, 2019

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*Residential Offer and Acceptance Agreement, Addendum #1*

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AMENDED ORDER CONFIRMING SALE OF REAL PROPERTY  
[1285 HEMATITE COURT, WELLINGTON, DOUGLAS COUNTY,  
NEVADA 89444]  
PAGE 7 OF 7

HERITAGE LAW, A DIVISION OF KALICKI COLLIER, LLP  
1625 HIGHWAY 88, SUITE 304, MINDEN, NV 89423  
TELEPHONE | 775.782.0040





# RESIDENTIAL OFFER AND ACCEPTANCE AGREEMENT



1 RECEIVED FROM Dennis Struve  
 2 \_\_\_\_\_ (BUYER),  
 3 the amount set forth below as the EARNEST MONEY DEPOSIT on account of the PURCHASE PRICE OF  
 4 \$ 110,000.00 for the real property commonly described as  
 5 1285 Hematite CT 89444, situated in the  City OR  Unincorporated Area of  
 6 Wellington, County of Douglas, State of Nevada, APN 102210001027 (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 Western Title, held uncashed until acceptance and then deposited  
 12 within one (1) business day of Acceptance with Western Title \$ 1,000.00  
 13 Authorized escrow holder to be selected by  BUYER  SELLER.  
 14  
 15 BALANCE OF CASH DOWN PAYMENT (not including closing costs) \$ 109,000.00  
 16 Source of down payment Checking  
 17  
 18 CASH PURCHASE BUYER to provide evidence, satisfactory to SELLER, of sufficient cash  
 19 available to complete this purchase within 3 days of Acceptance.  
 20  
 21 NEW FIRST LOAN: TYPE  Conventional  FHA  VA  Rural  Private \$ \_\_\_\_\_  
 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 \$ \_\_\_\_\_  
 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 \_\_\_\_\_ 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 \_\_\_\_\_%. 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 \$ \_\_\_\_\_ 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): \$ \_\_\_\_\_  
 42  
 43 TOTAL PURCHASE PRICE in the sum of (not including closing costs): \$ 110,000.00  
 44  
 45 CLOSING Close of Escrow (COE) to be on \_\_\_\_\_ or before 8/14/2020. 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 1285 Hematite CT Wellington 89444  
 and Seller [Signature] have read this page.  
 ROA Page 1 of 10 This copyright protected form was created by members of RSAR and SNR. RSAR® 04/20

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

13  
14 **COUNTERPARTS AND SIGNATURES** **BUYER** and **SELLER** acknowledge and agree this Agreement may be  
15 executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and  
16 the same instrument. **BUYER** and **SELLER** agree that this Agreement may be conducted by electronic delivery, and  
17 signatures so transmitted shall be acceptable for all purposes. Signatures transmitted by electronic delivery shall be  
18 deemed original signatures.

19  
20 **LOAN APPLICATION REQUIREMENT (BUYER initial required if applying for a Loan)**  
21 [ ] / [ ] / [ ] / [ ] Within five (5) business days of Acceptance, **BUYER** agrees to (1)  
22 submit a completed loan application, including all documentation, to a lender of **BUYER's** choice and (2) furnish a  
23 pre-approval letter to **SELLER** based upon a standard factual credit report, acceptable debt to income ratios and  
24 sufficient funds to complete the transaction and (3) agrees to authorize ordering of the appraisal. If **BUYER** fails to  
25 complete any of the above requirements, **BUYER** is in default and **SELLER** may terminate this Agreement within two  
26 (2) business days and EMD shall be returned to **BUYER** less **BUYER** incurred expenses.

27  
28 **LOAN CONTINGENCY REMOVAL (BUYER Initial Required)**  
29  Included  Waived  
30 [ ] / [ ] / [ ] / [ ] [ ] / [ ] / [ ] / [ ] Within \_\_\_\_\_ days of  
31 Acceptance, **BUYER** shall remove the loan contingency.

32  
33 **BUYER** consents to the lender's release of loan status and conditions of approval to **SELLER** and Brokers. **SELLER**  
34 has no obligation to cooperate with **BUYER's** efforts to obtain any financing other than as specified in this Agreement.

35  
36 **APPRAISAL CONTINGENCY (BUYER Initial Required)**  
37  Included  Waived  
38 [ ] / [ ] / [ ] / [ ] [ ] / [ ] / [ ] / [ ] The Appraisal fee is to be  
39 paid by  **BUYER**  **SELLER**  split equally  other \_\_\_\_\_.

40 If the appraisal does not meet or exceed the purchase price or there are appraisal conditions, **BUYER** has the right to  
41 exercise one of the following options within the contingency period:  
42 (A) proceed with the transaction without regard to the amount of the appraised valuation or appraisal conditions; or  
43 (B) renegotiate with the **SELLER**, provided that if such renegotiation is not successful within 3 business days, then  
44 either party may terminate this Agreement upon written notice and EMD shall be returned to **BUYER** less **BUYER**  
45 incurred expenses; or  
46 (C) terminate this Agreement.

47 Parties acknowledge that FHA and VA guidelines may supersede this provision.  
48 Any required appraisal re-inspections shall be paid by  **BUYER**  **SELLER**  split equally  other \_\_\_\_\_.

49  
50 **APPRAISAL CONTINGENCY REMOVAL** Within \_\_\_\_\_ days of Acceptance, **BUYER** shall remove the  
51 appraisal contingency.

Buyer [ ] / [ ] / [ ] / [ ] Address 1285 Hematite CT Wellington B9444  
and Seller [ ] / [ ] / [ ] / [ ] have read this page.  
ROA Page 2 of 10 This copyright protected form was created by members of RSAR and SNR. RSAR® 04/20

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 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 \_\_\_\_\_, 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 \_\_\_\_\_ 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.

Buyer ( OS ) / \_\_\_\_\_ Address 1285 Hematite CT \_\_\_\_\_ Wellington \_\_\_\_\_ 89444

Buyer ( OS ) / \_\_\_\_\_ and Seller ( ASP ) / \_\_\_\_\_ 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  
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 \$ \_\_\_\_\_.

Address 1285 Hematite CT Wellington 89444

Buyer  \_\_\_\_\_ and Seller  \_\_\_\_\_ have read this page.

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 \_\_\_\_\_  
9 \_\_\_\_\_

10 are included in the purchase price, free of liens, **EXCLUDING** \_\_\_\_\_  
11 \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_

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 \_\_\_\_\_  
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 \_\_\_\_\_  
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 D.S. / Address 1285 Hematite CT / Wellington / 89444  
and Seller [Signature] / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ have read this page.  
ROA Page 5 of 10 This copyright protected form was created by members of RSAR and SNR. RSAR® 04/10

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 any other  
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 1 days of Acceptance; OR  
10  within days of other contingency: \_\_\_\_\_

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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
22 HOME INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
23 HEATING SYSTEM INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
24 COOLING SYSTEM INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
27 WELL QUANTITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
28 SEPTIC PUMPING	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
29 SEPTIC INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
30 SEPTIC LID LOCATION/REMOVAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
33 WOOD BURNING DEVICE CERTIFICATION (if required) <input type="checkbox"/>		<input checked="" 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 \_\_\_\_\_   shall,  shall not reimburse SELLER.)

38 (If oil tank needs to be filled to a perform test, BUYER  shall,  shall not reimburse SELLER.)

39 LEAD BASED PAINT ASSESSMENT OR INSPECTION     BUYER  SELLER

40 RADON INSPECTION     BUYER  SELLER

41 OTHER \_\_\_\_\_     BUYER  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 \$ \_\_\_\_\_ 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 [  ] Address 1285 Hematite CT Wellington 89444  
and Seller [  ] have read this page.

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1 RE-INSPECTIONS (BUYER Initial Required)

2 Included

3 [OS]

Waived

4 [ / / ] SELLER shall have all agreed upon repairs completed no later than \_\_\_\_\_ days prior to COE and BUYER shall have the right to re-inspect.

5 Re-inspections shall be paid by  BUYER  SELLER  split equally  other \_\_\_\_\_

6

7 [OS]

SATISFACTION OF CONTINGENCIES (BUYER Initial Required)

8 All contingencies shall be satisfied according to their terms within the time limits specified, expire according to the  
9 time limits specified, or be waived in writing. If BUYER exercises their right to terminate this Agreement under any  
10 contingency, BUYER is not in default and is entitled to a refund of the EMD, less BUYER incurred expenses. If a  
11 contingency expires, it is waived. BUYER and SELLER shall cooperate in providing written waivers of those  
12 contingencies.

13

14 FINAL WALKTHROUGH BUYER shall have the right to a final walkthrough prior to COE.

15

16 PHYSICAL POSSESSION Physical possession of the Property with any keys to Property locks, community mail-  
17 boxes, alarms, and garage door openers shall be delivered to BUYER  upon recordation of the deed; OR  Short  
18 Term Agreement to Occupy After COE; OR  Residential Lease/Rental Agreement.

19

20 DESTRUCTION OF IMPROVEMENTS If the improvements of the Property are destroyed, materially damaged,  
21 or found to be materially defective prior to COE, BUYER may terminate this Agreement by written notice delivered to  
22 SELLER's Broker, and EMD shall be returned to BUYER less BUYER incurred expenses.

23

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

29

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

34

35 WATER METERS BUYER may be required at a future date to incur the cost of installation of a water meter  
36 and/or conversion to metered rates.

37

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

40

41 ADDITIONAL FEES Some areas may have additional fees or charges for the remediation of water systems.

42

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

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

46

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

49

50 WATER RIGHTS Water rights, if any, shall be included with the Property unless specifically excluded by deed  
51 or mutual agreement.

Buyer [OS]

Address 1285 Hematite CT Wellington 89444

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

1 **ADDITIONAL TERMS AND CONDITIONS**

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

7 \_\_\_\_\_

8 \_\_\_\_\_

9 \_\_\_\_\_

10 \_\_\_\_\_

11 \_\_\_\_\_

12 \_\_\_\_\_

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  [OS]  Address  1285 Hematite CT  Wellington 89444  
 and Seller  [Signature]  have read this page.  
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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 \_\_\_\_\_
- 30  Other \_\_\_\_\_

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 [OS] / Address 1285 Hematite CT Wellington 89444

Buyer [OS] / \_\_\_\_\_ and Seller [Signature] / \_\_\_\_\_ have read this page.

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 \$ \_\_\_\_\_, shall be paid to BUYER's real  
3 estate brokerage, RE/MAX Country  
4

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, of Eric Bodenstein  
7 on/or before 5  A.M.  P.M. on 7/27/2020  
8

9 BUYER  / DATE 07/24/2020 / Time 9:48 AM /  
10 Eric Bodenstein

11 BUYER \_\_\_\_\_ / DATE \_\_\_\_\_ / Time \_\_\_\_\_ /  
12

13 **BUYER's Representation:**  
14 BUYER's Licensee Name Eric Bodenstein BUYER Broker Name Eric Bodenstein  
15 BUYER's Licensee Nevada License # B.1001604 BUYER's Broker Nevada License # \_\_\_\_\_  
16 BUYER's Licensee Email ebodenstein@remax.net Brokerage Name RE/MAX Country  
17 Phone (775) 463-5522 Fax (775) 463-5462 Office Address PO Box 867  
18 City/State/Zip Yerington NV 89447  
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  
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.  
27

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).  
33

34 SELLER  is OR  is not a foreign person therefore subjecting this transaction to FIRPTA withholding.  
35

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 \_\_\_\_\_.
- 39  Rejection SELLER rejects the foregoing Offer.

40  
41 SELLER  / DATE 7-27-2020 / Time \_\_\_\_\_ /  
42

43 SELLER \_\_\_\_\_ / DATE \_\_\_\_\_ / Time \_\_\_\_\_ /  
44

45 **SELLER's Representation:**  
46 SELLER's Licensee Name Steven Bohler SELLER's Broker Name Steven Bohler  
47  
48 SELLER's Licensee Nevada License # B.0033536 SELLER's Brokers Nevada License # B.0033536  
49 Phone (775) 266-1000 Fax (775) 465-2664 Brokerage Name Pinion Pines Realty  
50 SELLER's Licensee Email stevebohler@gmail.com Office Address 1490 Albite Rd #6  
51 City/State/Zip Wellington NV 89444

Address 1285 Hematite CT Wellington 89444



ADDENDUM # 1



1 This addendum to the purchase agreement \_\_\_\_\_ dated 07/27/2020, regarding  
 2 the property located at 1285 Hematite Ct Wellington NV 89444,  
 3 between Dennis Struve \_\_\_\_\_ and  
 4 Gerald Posey \_\_\_\_\_,  
 5 is being attached this date 09/14/2020 and becomes effective when signed by all parties.  
 6 Manufactured home that is located at 1285 Hematite Ct and considered personal property is  
 7 included in the sale of this property. Title to home to be transferred to buyer. The  
 8 manufactured home is a 1992 Champion Sequoia. Serial number is 16924709569. It is 52 X 13.5  
 9 length and width.

10  
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34

35 All other terms to remain the same.

36  
37 Dated: \_\_\_\_\_ Time: \_\_\_\_\_ Dated: \_\_\_\_\_ Time: \_\_\_\_\_

38  
39 BUYER/TENANT: \_\_\_\_\_ SELLER/OWNER: \_\_\_\_\_  
 40 \_\_\_\_\_ Dennis Struve \_\_\_\_\_ Gerald Posey

41 BUYER/TENANT: \_\_\_\_\_ SELLER/OWNER: \_\_\_\_\_

42  
43 BUYER/TENANT: \_\_\_\_\_ SELLER/OWNER: \_\_\_\_\_

44  
45 BUYER/TENANT: \_\_\_\_\_ SELLER/OWNER: \_\_\_\_\_

COPY

**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 9/21/2020

BOBBIE R. WILLIAMS Clerk of Court  
of the State of Nevada, in and for the County of Douglas,

By ANMA Deputy