

APN# 1421-00-002-006

Recording Requested by/Mail to:

Name: JOHN R REISER
Address: 2222 COGNAC CT
City/State/Zip: CARSON CITY, NV
89701



KAREN ELLISON, RECORDER

Mail Tax Statements to:

Name: SAME
Address: _____
City/State/Zip: _____

RESIDENTIAL LEASE WITH OPTION TO PURCHASE

Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

 Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

 Judgment – NRS 17.150(4)

 Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting



RESIDENTIAL LEASE WITH OPTION TO PURCHASE



1 This form is intended to be used by a licensed real estate agent as a Lease with Option to Purchase. NRS 118A applies to,
 2 regulates and determines rights, obligations and remedies under rental agreements in Nevada. Before employing this form,
 3 please consult legal counsel regarding its applicability to your intended use and any revisions to NRS 118A.

4
 5 Property Address (herein referred to as "Premises"): 3030 Juniper Valley Ranch Rd
 6 City Minden County Douglas State of Nevada Zip 89423

7
 8 **RECEIVED FROM** Jeffery M and Elaine M Hershkowitz,
 9 (hereinafter designated as the "Tenant/Buyer"), the sum of \$ 36,000.00.

10 This consideration shall be applied as follows:

	Total Amount	Amount Received	Amount Due Prior to Occupancy
14 Rent from <u>08/01/2020</u> to <u>07/31/2022</u>	\$ <u>72,000.00</u>	\$ _____	\$ <u>36,000.00</u>
15 Security Deposit	\$ _____	\$ _____	\$ _____
16 Option Consideration	\$ <u>see addendum</u>	\$ _____	\$ _____
17 Application Fee	\$ _____	\$ _____	\$ _____
18 Other _____	\$ _____	\$ _____	\$ _____
19 Other _____	\$ _____	\$ _____	\$ _____
20 Total Amount	\$ <u>72,000.00</u>	\$ _____	\$ <u>36,000.00</u>

21
 22 **OWNER** The Owner of the Premises is John J MacSween.

23
 24 **MANAGEMENT** Owner has appointed n/a (herein
 25 referred to as "Management") to perform management services including, but not limited to, collection of rents, delivery of
 26 notices, and demands. Management address is _____.
 27 Phone number is _____.

28
 29 Owner and/or Management shall be referred to hereinafter as Owner/Management.

30
 31 **LEASE OPTION CONDITIONS**

32
 33 **TERMS OF OPTION** Providing Tenant/Buyer is not in default of any terms of this Agreement, Tenant/Buyer shall have
 34 to option to purchase the Property described herein, under terms to be determined between the parties or pursuant to
 35 the attached Residential Offer and Acceptance Agreement. Tenant/Buyer may exercise the Option to Purchase any time prior
 36 to expiration of the Option to Purchase on 07/31/2022 by delivering written notice to Owner. Notice, if mailed, will
 37 be by certified mail, return receipt requested, to the Owner at the address set forth in this Agreement, and will be deemed to
 38 have been given on the date shown on receipt or upon the fifth day following deposit in the U.S. Mail, whichever is earlier.

39
 40 Upon expiration, Owner will be released from any obligation to sell property to Tenant/Buyer. In the event Tenant/Buyer
 41 does not exercise the Option to Purchase prior to the expiration, Tenant/Buyer's Option Consideration shall be refundable
 42 non refundable.

43
 44 **EXERCISE OF OPTION** In the event the Option to Purchase is exercised, ~~the Option Consideration and~~ \$ 36,000.00
 45 from each ^{YEARS} ~~months~~ Rent will be ^{credited towards the Purchase Price.}

46 An Additional Option Consideration towards the Purchase Price, in the amount of \$ _____
 47 shall be deposited with the authorized escrow holder within five (5) days after the exercise of the Option to Purchase.

Address 3030 Juniper Valley Ranch Rd, Minden, NV 89423

Tenant/Buyer [Signature] and Owner/Seller [Signature] have read this page.

1 **LEASE TERM**

2 The term of the lease shall be approximately 24 months, beginning 08/01/2020 on and terminating on 07/31/2022
3 at 5:00 A.M. P.M., 72,000.00, for a total rent, not including deposits, other fees and/or potential charges,
4 interest and/or damages, of \$. If Tenant/Buyer intends to vacate on the termination date, a 30-day written
5 notice of intent to vacate is required. ~~Upon termination of the rental term and in absence of such written notice of intent to~~
6 ~~vacate by the Tenant/Buyer, rental shall continue on a month-month basis subject to all terms and conditions, until either~~
7 ~~party gives a 30 day written notice to terminate the Agreement. Tenant/Buyer shall be responsible to pay rent and otherwise~~
8 ~~comply with all the terms of this Agreement during the 30 days following delivery of any such written notice, up to and~~
9 ~~including the termination date.~~

10 **OR**

11 The term of the lease shall be on a month-to-month basis beginning on _____ and shall continue until
12 either party gives a 30-day written notice of termination. Tenant/Buyer shall be responsible to pay rent and otherwise
13 comply with all the terms of this Agreement during the 30 days following delivery of any such written notice, up to and
14 including the termination date.

15 Renewals of this contract must be in writing and signed by all parties.

16 **RENT** The rent will be in the amount of \$ 36,000.00 per ^{year} month, payable in advance and due on the 1st day of
17 the month. The payment is made payable to John J MacSween
18 and mailed or delivered to _____ at _____
19 Address: _____
20 City _____ State _____ Zip _____ or _____

21 In the event the rent is not received by the n/a day of each month, Tenant/Buyer agrees to pay a late fee of
22 \$ _____ plus \$ _____ per day for each day rent is not received by the past due date. There is no grace
23 period. The Tenant/Buyer further agrees to pay \$ _____ plus any bank and late fees for any dishonored checks.
24 Any and all such fees are considered over and above the normal monthly payment and must be paid in full in order for rent
25 to be considered paid in full. Rent payments are the sole responsibility of the Tenant/Buyer without notice or demand.

26 All fees Tenant/Buyer is responsible for, including, but not limited to, utilities, Homeowners Association fees, management
27 fees, Maintenance Association fees, late charges, and bank fees, shall be considered "Service Rent". Rent shall mean
28 "Rent" and "Service Rent".

29 If Tenant/Buyer defaults in the payment of Rent and/or Service Rent or any other term of this Agreement and said default is
30 not immediately cured, Owner/Management may terminate this Agreement in the manner required by law.

31 ~~**RENT INCREASE** The rent can be increased following the initial lease term with a minimum of forty five (45) day~~
32 ~~written notice prior to the date the increase takes effect.~~

33 **ASSIGNMENT OR SUBLETTING** The Tenant/Buyer will not assign or sublet any portion of the Premises without
34 written approval from Owner/Management.

35 **USE OF PROPERTY** The Premises will be used exclusively as a residence and any guest(s) staying more than 30 consecutive
36 days in a calendar year without prior written consent of Owner/Management constitutes a material breach of this Agreement.
37 No business of any type may be conducted on/or from the Premises unless prior written consent of Owner/Management is
38 obtained and Tenant/Buyer complies with all licensing and other legal requirements of such business. With such written
39 consent, Owner/Management reserves the right to require Tenant/Buyer to obtain increased liability insurance in an amount
40 to be determined at its sole discretion and/or to increase the Security Deposit on the Premises. As presumed under Nevada
41 law, Tenant/Buyer's absence from Premises for a period of time equal to one half of the time for periodic rental payments,
42 while all or any portion of the rent or other monetary obligation of Tenant/Buyer remains unpaid, constitutes an
43 abandonment of the Premises and entitles the Owner/Management to, at their option, take possession of the Premises.

44 Address: 3470 Juniper Valley Ranch Rd, Minden, NV 89423
45 Tenant/Buyer [Signature] and Owner/Seller [Signature] have read this page.
46 Page 2 of 7 This copyright protected form was created by and for the use of the members of RSAR and SNR. RSAR® 01/20
47 RLWO 2/7

1 **NAMES OF THOSE RESIDING ON THE PREMISES** The following are the names of those authorized to reside on
2 the Premises: Jeffery M Hershkowitz and Elaine M Hershkowitz

3 _____
4 _____
5 _____
6 _____

7 **UTILITIES** The Tenant/Buyer will be responsible for the payment of all utilities and services of the Premises effective
8 08/01/2020 including, but not limited to, gas, electricity, telephone, garbage and water, with the exception of
9 no exceptions
10 which shall be paid by Owner/Management. Tenant/Buyer shall have all utilities converted to Tenant/Buyer's name no later
11 than _____. If Tenant/Buyer does not comply, Owner/Management may instruct the utility provider(s) to
12 remove Owner/Management from the account.

13
14 ~~**ANIMALS** No animals will be allowed on the Premises without prior written consent of Owner/Management.~~

15
16 **FAIR HOUSING** Owner/Management and Tenant/Buyer understand the state and Federal Fair Housing laws prohibit
17 discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, religious creed, color,
18 national origin, disability, sexual orientation, gender identity or expression, ancestry, familial status or sex.

19
20 **RULES AND REGULATIONS** Tenant/Buyer will comply with all statutes, ordinances and requirements of any
21 municipal, state and federal authorities having jurisdiction over the Premises. Tenant/Buyer has a right to display the US
22 Flag in accordance with NRS 118A.325.

23 Tenant/Buyer acknowledges receipt of and agrees to abide by all applicable CC&Rs and/or Rules &
24 Regulations. Tenant/Buyer agrees to reimburse Owner/Management for any charges, expenses, fees, fines and all other costs
25 incurred by Owner/Management for any failure to abide by above.

26 Tenant/Buyer Owner/Management shall be responsible for payment of Homeowner's Association and/or Maintenance
27 Association Fees.

28
29 ~~**VEHICLES** All vehicles operated by Tenant/Buyer must be registered with Owner/Management. Only vehicles
30 maintained in operational condition and properly licensed may be parked in the approved areas. Unauthorized vehicles may
31 be towed by Owner/Management at Tenant/Buyer's expense. Tenant/Buyer may park no more than _____ vehicles in the
32 approved areas and on the Premises at any one time. Owner/Management is not responsible for damage or theft while
33 vehicles are parked in the approved areas on the Premises.~~

34 Make _____ Model _____ Year _____ License Plate _____

35 Make _____ Model _____ Year _____ License Plate _____

36
37 **PUBLIC NUISANCE** It is a misdemeanor to commit or maintain a public nuisance or to allow any building or boat to be
38 used for public nuisance. Any person who willfully refuses to remove such a nuisance when there is a legal duty to do so,
39 may be guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of
40 building, health or safety codes or regulations may be reported to the responsible government entity. Tenant/Buyer agrees to
41 reimburse Owner/Management for any charges, expenses, fees, fines and all other costs incurred by Owner/Management for
42 any failure to abide by above.

43
44 **DRUG FREE HOUSING** The Tenant/Buyer or invitees are prohibited from use, storage, sale and manufacturing of any
45 illegal substance.

46
47 **SMOKING** Smoking is is not permitted inside the Premises. Tenant/Buyer will be held
48 responsible for any damage caused from smoking by Tenant/Buyer or any guest of Tenant/Buyer.

Address 3080 Juniper Valley Ranch Rd, Minden, NV 89423

Tenant/Buyer and Owner/Seller have read this page.

1 **MAINTENANCE, REPAIRS OR ALTERATIONS** The Tenant/Buyer has thoroughly examined the Premises and
 2 acknowledges that the Premises are in good order and repair, unless otherwise indicated. Tenant/Buyer has not relied on any
 3 statements or representations concerning the past, present or future condition or repair of the Premises by the Owner/
 4 Management or any agent of either, and Tenant/Buyer hereby waives any claim or right on account of the condition or repair
 5 of the Premises or any alleged defect in any aspect of the Premises. Tenant/Buyer shall, at Tenant/Buyer expense, maintain
 6 the Premises in a clean and sanitary manner, including, but not limited to, all equipment, appliances, smoke detectors,
 7 plumbing, heating and air conditioning, and shall surrender the same, at termination, in as good condition as received,
 8 normal wear excepted. Tenant/Buyer shall be responsible for damages caused by negligence and that of Tenant/Buyer's
 9 family, invitees, and guests. Tenant/Buyer shall immediately report any defect or natural wear pertaining to the plumbing,
 10 wiring, or workmanship on the Premises. Tenant/Buyer is responsible and agrees to pay for damage done by weather related
 11 damage caused by leaving windows or doors open and or by overflow of water, stoppage of waste pipes, or any other
 12 damage to appliances, carpeting, or the Premises in general actions due to the failure to act by Tenant/Buyer or guests of
 13 Tenant/Buyer. Tenant/Buyer shall not paint, paper or otherwise redecorate or make alteration to the Premises without prior
 14 written consent of Owner/Management. Any alterations expressly approved by Owner/Management and funded by the
 15 Tenant/Buyer to the Premises shall become part of the Premises and belong to Owner unless Owner/Management provides
 16 Tenant/Buyer with written notice to remove such alterations or additions and restore the Premises to its original condition.
 17 Tenant/Buyer shall irrigate, maintain and fertilize, any grounds included in the Premises, including, but not limited to, lawns
 18 and shrubbery, if they are for the Tenant/Buyer's exclusive use. **The Tenant/Buyer shall be responsible for turning off
 19 and draining, and turning on, sprinkler systems in the Fall and Spring months, respectively. The Tenant/Buyer shall
 20 also be responsible for detaching hoses from hose bibs during the Fall/Winter.** Tenant/Buyer is solely responsible for
 21 snow and ice removal on the Premises. Tenant/Buyer shall maintain the thermostat at 55 degrees or more during the winter
 22 months to prevent freezing and shall change furnace filters on a regular basis. Light bulbs are the responsibility of the
 23 Tenant/Buyer. Tenant/Buyer shall repair and/or replace all material items of the Premises, on or before the termination date
 24 to the same condition at time of initial occupancy. Any damages caused by Tenant/Buyer noncompliance with these
 25 provisions shall be the sole responsibility of the Tenant/Buyer.

26
 27 **INVENTORY** The Tenant/Buyer hereby acknowledges the following to be a true and correct inventory of all personal
 28 property contained on the Premises. ~~A move in condition form has been provided for Tenant/Buyer to inspect and note any~~
 29 ~~existing conditions of the Premises. The move in condition form must be completed and returned to Owner/Management~~
 30 ~~within _____ business days of the first day of the Term set forth above.~~

32 ITEM	Serial Number	Condition
33 <input type="checkbox"/> Washer	_____	_____
34 <input type="checkbox"/> Dryer	_____	_____
35 <input type="checkbox"/> Refrigerator	_____	_____
36 <input type="checkbox"/> Garage Door Opener (Remotes # _____)	_____	_____
37 <input type="checkbox"/> Other: _____	_____	_____
38 _____	_____	_____
39 _____	_____	_____
40 _____	_____	_____

41 ~~**DAMAGES/DESTRUCTION TO PREMISES** If the Premises is damaged and rendered uninhabitable by events or~~
 42 ~~causes other than the intentional conduct and/or negligence of the Tenant/Buyer or any guest, invitee or agent thereof, either~~
 43 ~~party will have the right to terminate this Agreement, in writing, as of the date on which the damage occurred. Should this~~
 44 ~~right be exercised by either party, rent for the current month will be prorated as of the date the damage occurred, and any~~
 45 ~~unused security deposit will be refunded. If the Premises is still habitable, Owner/Management agrees to make repairs as~~
 46 ~~soon as practicable. If any damage, whether complete or partial, is caused by the intentional conduct and/or negligence of the~~
 47 ~~Tenant/Buyer or any guest, invitee or agent thereof, only Owner/Management has the right to terminate this Agreement. If~~
 48 ~~Owner/Management exercises that right, Tenant/Buyer shall pay prorated rent for that period between the date the damage~~
 49 ~~occurred and the date Tenant/Buyer completely vacates the Premises and reimburse the Owner/Management, in full, for all~~
 50 ~~expenses, incurred by Owner/Management to restore the Premises to the same, or a similar, condition in which the Premises~~
 51 ~~existed prior to the subject damage. If not, Tenant/Buyer shall continue to pay rent, otherwise comply with all provisions of~~
 52 ~~the Agreement and reimburse Owner/Management, in full, for all expenses related to such damage as set forth in the~~
 53 ~~preceding sentence.~~

1 **CLEANING** Upon vacating, Tenant/Buyer, at Tenant/Buyer's expense, shall have carpet professionally cleaned by a
2 company mutually agreed upon by Owner/Management and Tenant/Buyer. Tenant/Buyer will leave Premises in the same
3 condition or better than when initially occupied. This includes, but is not limited to, the interior, exterior, all floor coverings,
4 walls, ceilings, windows, base boards, window coverings, appliances, fixtures, driveways, parking areas, etc. If Premises is
5 not left in the same condition or better than when it was initially occupied, a prorated daily rent may be charged to Tenant/
6 Buyer while Premises is being restored to that condition. This rent will be equal to the amount charged at the time of last full
7 month of occupancy.

8
9 **RE-KEYING** The Tenant/Buyer is responsible at Tenant/Buyer expense for payment of re-keying, all exterior doors upon
10 vacating the Premises. Number of Keys Received: _____. Tenant/Buyer shall not re-key the Premises without prior
11 written permission of Owner/Management.

12
13 **ENTRY AND/OR INSPECTIONS** Owner/Management and/or its representative may enter the Premises under the
14 following conditions:

- 15 a. In case of an emergency where Premises may be destroyed or human lives maybe in danger;
- 16 b. Necessary and agreed upon repairs;
- 17 ~~c. Show the Premises to potential buyers, future Tenant/Buyer, lenders or workers;~~
- 18 d. When Tenant/Buyer has surrendered the Premises or has abandoned it.

19 Exceptions under (b) & (c): prior notification must be given at least 24 hours in advance and entry will be between the hours
20 of 8:00 a.m. - 5:00 p.m. unless agreed otherwise.

21
22 **SECURITY DEPOSIT** The security deposit will secure the performance of Tenant/Buyer's obligations. Owner/
23 Management may, but is not obligated to, apply all portions of said deposit on account of Tenant/Buyer obligations. Any
24 balance remaining upon termination will be returned to Tenant/Buyer with an itemized accounting of the deposit to the
25 Tenant/Buyer's last known address or according to Tenant/Buyer's written instructions within 30 days of Tenant/Buyer
26 vacating the Premises. Tenant/Buyer will not have the right to apply the security deposit payment to rent. Security deposit to
27 be held by Owner Management.



28
29 **BREACH OF AGREEMENT** Failure of Tenant/Buyer to comply with any term or condition of this Agreement, an
30 abandonment of the Premises as defined herein, and/or failure by Tenant/Buyer to comply with any applicable rules or
31 provisions of the laws of the State of Nevada, each constitute a material breach of this Agreement and entitle Owner/
32 Management to terminate this Agreement upon five (5) days written notice or in the most expedient manner allowed under
33 Nevada law. Following such termination, Tenant/Buyer is liable for all re-leasing costs, including but not limited to, leasing
34 fees, advertising, cleaning, repair, care of the Premises while vacant, court costs, etc. If the market rent must be reduced to
35 re-rent the Premises, the difference through the remainder of the Term will be charged to the Tenant/Buyer. Any such
36 changes herein enumerated shall immediately be due as rent and may be deducted from any remaining security deposit, and
37 any balance remaining shall be billed to the Tenant/Buyer.

38 **INSURANCE** The Tenant/Buyer is advised to purchase insurance covering their own personal property and/or injury.
39 Tenant/Buyer shall add Owner/Management as an additional insured. Owner/Management is not responsible for Tenant/
40 Buyer's personal property or injury not actually or proximately caused by the actions or failure to act by Owner/
41 Management. Tenant/Buyer's personal property is not insured by the Owner or Management.

42
43 **ADDITIONAL TERMS OF THIS AGREEMENT:** *owner shall not have the right to*
44 *offer the property for sale or lease during the term of this*
45 *agreement if tenant/buyer shall fail to pay rent when due or*
46 *comply with any other term or condition of this agreement, owner*
47 *management to terminate this agreement upon fifteen (15) days*

48 **NOTICES** All notices to be provided under the terms of this Agreement are effective if delivered and/or served pursuant
49 to the guidelines set forth in the Nevada Revised Statutes, including, but not limited to, NRS 40.280.

written notice identifying the breach, requesting a cure
and specifically stating owner management's intention
to exercise owner management's right to terminate this
agreement unless tenant/buyer within said time shall cure
such default. Address 3030 Juniper Valley Ranch Rd, Minden, NV 89423

Tenant/Buyer  and Owner/Seller  have read this page.

1 **WAIVER** Failure of Owner/Management to enforce any provision of this Agreement will not be deemed a waiver of that
2 provision or any other provision of this Agreement.

3
4 **MEMORANDUM** Memorandum of lease with option to purchase will will not be recorded with the County
5 Recorders Office at Tenant/Buyer Owner/Management expense.

6
7 **INDEMNIFICATION** The Tenant/Buyer holds harmless and completely indemnifies the Owner and Management, to the
8 fullest extent allowed by law, from and against all damages, demands, causes of action and any and all other types of claims
9 and/or liabilities, including, but not limited to, all attorney's fees, costs and other legal expenses incurred by Owner/
10 Management to defend themselves against such damages, demands, causes, claims and liabilities, which arise from, or are in
11 any other way related to, the actions, or the failure to act, of Tenant/Buyer and guests, invitees or other agents, and Tenant/
12 Buyer failure to comply with or breach, of any provision of this Agreement, regardless of whether insurance coverage is
13 available to Tenant/Buyer for the indemnity obligations set forth herein. Owner and Management shall not be liable for any
14 damage or injury to Tenant/Buyer, or any property thereof, or to any other person, another person's property or any animal,
15 occurring on the Premises or any part thereof, unless such liability is directly caused by Owner/Management.

16
17 **TIME IS OF THE ESSENCE** Time is of the essence in this Agreement.

18
19 **NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.

20
21 **ATTORNEY'S FEES** In the event either party hereto is required to engage the services of an attorney to enforce this
22 Agreement, the prevailing party in any proceeding shall be entitled to recover its reasonable attorney's fees and all resulting
23 legal expenses and costs.

24
25 **SEVERABILITY** If any provision of this Agreement is held invalid or unenforceable by any court of competent
26 jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement
27 held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or
28 unenforceable.

29
30 **CODE OF ETHICS** Not all real estate licensees are REALTORS®. A REALTOR® is a member of the National Associa-
31 tion of REALTORS® and therefore subscribes to a higher ethical standard in the industry, the REALTOR® Code of Ethics.
32 To receive a copy of the REALTOR® Code of Ethics, ask your real estate professional OR, the local Association of
33 REALTORS®.

34 **ADDITIONAL FORMS ATTACHED TO THIS AGREEMENT:**

- 35 Addendum to the Residential Lease/Rental Drug Free Housing
36 Disclosure of Information Lead-Based Paint and/or Lead-Based Paint Hazards
37 Duties Owed by a Nevada Real Estate Licensee
38 Emotional Support Animal Application/Addendum
39 Foreclosure Addendum to the Residential Lease/Rental Agreement
40 Move-In Condition Form
41 Pet Agreement
42 Smoke Detector Addendum
43 Utility Addendum
44 Other _____

45
46 Seller has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at close of escrow.
47 As published in the MLS, _____ % of the accepted price, or \$ _____, shall be paid to the BUYER's Broker,
48 Coldwell Banker Select Real Estate, irrespective of the agency relationship.

(See Addendum 1 page 2 of 2)

Address 3030 Juniper Valley Ranch Rd, Minden, NV 89423

Tenant/Buyer and Owner/Seller have read this page.

1 **ACCEPTANCE** IF this Agreement is not accepted by Owner within _____ business days after delivery, then this
2 offer shall expire and the consideration received above shall be returned to Tenant/Buyer, ~~excluding~~
3 Application Fee of \$ _____ other _____.

4
5 **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties and supersedes all prior agreements
6 of any kind between the parties, written or oral. Both parties acknowledge to not have relied on any statements of the real
7 estate licensee, Broker or Management which are not herein expressed.

8
9 **EMERGENCY PHONE NUMBER** In the event there is an emergency which any way affects the Premises or the parties
10 obligations under this Agreement the Tenant/Buyer must report it to Owner: John J MacSween
11 at the following number 775 721-6777 or _____,
12 which is a local contact in the county or within 60 miles of the Premises. If there is an emergency that requires
13 IMMEDIATE attention (i.e. fire, pipe breakage with sudden unstoppable water flow, gas leak, etc.) Tenant/Buyer to handle
14 IMMEDIATE emergency by contacting appropriate agency (i.e. fire department, utility company for shut off, etc.), THEN
15 contact Owner/Management.

16
17 All persons signing on behalf of the Tenant/Buyer, if more than one, are bound, jointly and severally, by the terms of this
18 Agreement.

19 The Tenant/Buyer hereby acknowledges receipt of a complete copy of this Agreement.

20
21 DATED 8/17/20 TIME 1:15 PM DATED 8-17-20 TIME 1:15 PM

22
23 TENANT/BUYER [Signature] JEFFERY M. HERSHKOWITZ OWNER [Signature] JOHN J MACSWEEN
24 [Signature] ELAINE M. HERSHKOWITZ OWNER [Signature] macsween

25
26
27 TENANT/BUYER _____ OWNER _____

28
29 TENANT/BUYER _____ OWNER _____

30
31

32 Representation: The Tenant/Buyer's Licensee is:

33
34 Tenant/Buyer's Licensee John R Reiser
35 (Print Name)

36 Licensee's Broker Victoria Williams

37
38 Brokerage Name Coldwell Banker Select

39
40 Phone 775 742-2757

41
42 Email john.reiser@cbselectre.com

43
44 Licensee's Signature [Signature]
45 (Licensee's acknowledgement of receipt of deposit)
JOHN R REISER

Representation: The Owner's Licensee is:

Owner's Licensee John R Reiser
(Print Name)

Licensee's Broker Victoria Williams

Brokerage Name Coldwell Banker Select

Phone 775 742-2757

Email john.reiser@cbselectre.com



ADDENDUM # 1, page 1



1 This addendum to the Lease Agreement with Option to Purchase dated 08/17/2020, regarding
2 the property located at 3030 Juniper Valley Ranch Rd, Minden, NV 89423,
3 between John J MacSween and
4 Jeffery M Hershkowitz and Elaine M Hershkowitz,
5 is being attached this date 08/17/2020 and becomes effective when signed by all parties.

6 Property Address, herein referred to as "Premises", 44.6 acres, including house, shop building, all tools, equipment and
7 vehicles, as described and conveyed in Addendum 2 for sale and on premises as of August 1, 2020, including 62.48 acre feet
8 of certificated, irrigation, non-supplemental underground water rights, (per certificate 11145), located at 3030 Juniper
9 Valley Ranch Road, Minden, Douglas County, Nevada (APN 1421000020006)

10 RECEIVED FROM: Jeffery M and Elaine M Hershkowitz, herein designated as Lessee/Buyer, the sum of Thirty-Six Thousand
11 Dollars (\$36,000.00). This consideration, consisting of Ten-Thousand Dollars (\$10,000.00) deposited with Ticor Title, and an
12 additional payment of Twenty-Six Thousand Dollars (\$26,000.00), shall be applied as first year's lease amount in advance.
13 Term of Lease: 2 Years, beginning August 1, 2020 and ending July 31, 2022. Lease payment for the second year shall be due
14 before the beginning of the second year, August 1, 2021.

15 The Lessor/Seller of the Premises is John J MacSween.

16 Utilities shall be arranged and paid for by Lessee.

17 Maintenance, Repairs, and Alterations: Lessee agrees to restore the house and maintain it in "livable" and functioning
18 condition at their sole expense. See more in Terms of Option.

19 Insurance: Lessee agrees to maintain adequate all-risk, structure, contents, and liability insurance with Lessor/Seller
20 named as Additional Insured on Policy.

21 Terms of Option: Lessee reserves the option to purchase the property, as described above, any time during the lease period,
22 as-is, for the sum of Six-Hundred Fifty Thousand Dollars (\$650,000.00).

23 At the end of the Lease/Option, on July 21, 2022, the Lessee has a one-time option for another 2 years, for a payment of
24 Twenty-Thousand Dollars (\$20,000.00). This \$20,000.00 will not be applied to the purchase price or reduce the purchase
25 price. This payment must be received by the Seller on or before July 31, 2022, at which time lease will continue at
26 \$36,000.00 per year.

27 100% pf all lease payments shall reduce the purchase price by the amount of these payments.

28 Lessee reserves the right to modify, improve, or do work on the property, its structures, including the construction of
29 additional county-approved structures, at Lessee's discretion and expense.

30 Lessee/Buyers may, with written consent of the Lessor/Seller, sell or dispose of all or part of the property, tools, equipment,
31 vehicles, or water rights, at their discretion during the lease. However, proceeds from the sale of property, vehicles, tools,
32 equipment, and water rights shall be paid to Lessor/Seller as a reduction of the purchase price. Lessor must approve the
33 sale of water rights, and any sale price less than \$7,000.00 per acre food will most likely not be approved. Lessee reserves
34 the right to contribute to any sale price of the water rights up to \$7,000.00 per acre food in order to obtain Lessor/Seller's
35 approval.

36 Continued on Addendum 1, page 2

37 Dated: 8/17/2020 Time: 9:30 am Dated: 8/17/2020 Time: 1:15 pm

38 BUYER/TENANT: [Signature]
39 BUYER/TENANT: [Signature]

SELLER/OWNER: [Signature]
JOHN J MACSWEEN

40 BUYER/TENANT: [Signature]
41 BUYER/TENANT: [Signature]
42 ELAINE M HERSHKOWITZ

SELLER/OWNER: [Signature]

43 BUYER/TENANT: [Signature]

SELLER/OWNER: [Signature]

44 BUYER/TENANT: [Signature]

SELLER/OWNER: [Signature]



ADDENDUM # 1, page 2



1 This addendum to the Lease Agreement with Option to Purchase dated 08/17/2020, regarding
2 the property located at 3030 Juniper Valley Ranch Rd, Minden, NV 89423,
3 between Jeff Hershkowitz and Elaine Hershkowitz and
4 John Joseph MacSween,
5 is being attached this date 08/17/2020 and becomes effective when signed by all parties.

6 Lessor/Seller is given first right of refusal on the sale of the equipment, tools, and vehicles. If Lessee puts together a sale of
7 a piece of equipment, or tool, or vehicle, the Lessor/Seller, if he feels the price is too low, may choose to retain the item but
8 the final sale price of the property will be reduced by that amount. That item will become the Lessor/Seller's upon final
9 closure of the sale.

10 Should a major structure or property loss or insurance claim occur, the Lessor/Owner shall be the recipient of any loss
11 payment, up to the outstanding purchase amount.

12 Memorandum of this Lease with Option to Purchase shall be recorded with Douglas County Recorder's Office.
13 Time is of the Essence in this Agreement.

14 Severability: If any provision in this Agreement is held invalid, the other provisions shall be upheld.

15 Lessor/Seller agrees to pay Buyer's Broker, Coldwell Banker Select Real Estate, 10% of the rent paid to Lessor/Seller by the
16 Lessee/Buyer under this Lease Agreement with Option to Purchase. This 10% commission amount, for services rendered,
17 shall reduce the total commission then becoming due when the property sells. This commission, as published in the MLS, is
18 3% for land and buildings and 4% for the water rights and becomes due and payable upon Close of Escrow as agreed to on
19 the attached Residential Offer and Acceptance Agreement.

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37 Dated: 8/17/2020 Time: 9:30 am Dated: 8/17/2020 Time: 1:15 pm

38
39 BUYER/TENANT: [Signature] JEFFERY M HERSHKOWITZ SELLER/OWNER: [Signature] JOHN J MACSWEEN
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41 BUYER/TENANT: [Signature] ELAINE M HERSHKOWITZ SELLER/OWNER:
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43 BUYER/TENANT: SELLER/OWNER:
44
45 BUYER/TENANT: SELLER/OWNER:



ADDENDUM # 2



1 This addendum to the Lease Agreement with Option to Purchase dated 08/17/2020, regarding
 2 the property located at 3030 Juniper Valley Ranch Rd, Minden, NV 89423,
 3 between Jeff Hershkowitz and Elaine Hershkowitz and
 4 John Joseph MacSween,
 5 is being attached this date 10/07/2020 and becomes effective when signed by all parties.
 6 Attached inventory is included at no warranty or value.

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37 Dated: 11/6/2020 Time: 11:30 am Dated: 10/20/2020 Time: 2:15 pm

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 39 BUYER/TENANT: [Signature] SELLER/OWNER: [Signature]
 40 JEFFERY M HERSHKOWITZ JOHN J MacSween
 41 BUYER/TENANT: [Signature] SELLER/OWNER: [Signature]
 42 ELAINE M HERSHKOWITZ
 43 BUYER/TENANT: [Signature] SELLER/OWNER: [Signature]
 44
 45 BUYER/TENANT: [Signature] SELLER/OWNER: [Signature]





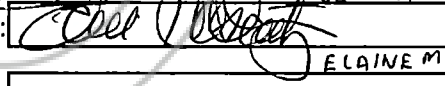
ADDENDUM # 3



1 This addendum to the Lease Agreement with Option to Purchase _____ dated 08/17/2020 , regarding
 2 the property located at 3030 Juniper Valley Ranch Rd, Minden, NV 89423 _____ ,
 3 between Jeff Hershkowitz and Elaine Hershkowitz _____ and
 4 John Joseph MacSween _____ ,
 5 is being attached this date 10/19/2020 and becomes effective when signed by all parties.
 6 Any non-running or non-operational equipment or peripheral items, spare parts, or materials shall be deemed "no-value",
 7 and may be disposed of by Lessee at their discretion without notice to the Lessor. Running equipment with an estimated
 8 value of One-Thousand Dollars (\$1,000.00) or more shall be subject to Lines 6-9 of Addendum 1, page 2. All titles for the
 9 purpose of liquidation shall be provided to Lessee in lieu of sale or disposal.

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37 Dated: 11/6/2020 Time: 11:30am Dated: 10/20/2020 Time: 2:15pm

38
 39 BUYER/TENANT:  SELLER/OWNER: 
 40 _____ JEFFERY M HERSHKOWITZ _____ JOHN J MacSween
 41 BUYER/TENANT:  SELLER/OWNER: _____
 42 _____ ELAINE M HERSHKOWITZ _____
 43 BUYER/TENANT: _____ SELLER/OWNER: _____
 44 _____
 45 BUYER/TENANT: _____ SELLER/OWNER: _____

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DOC # 0798780
03/13/2012 02:48 PM Deputy: PK
OFFICIAL RECORD
Requested By:
ALLISON & MACKENZIE ETAL

APN: 1421-00-002-006
RETURN RECORDED DEED TO:
DAWN ELLERBROCK, ESQ.
ALLISON, MacKENZIE, PAVLAKIS,
WRIGHT & FAGAN, LTD.
P.O. Box 646
Carson City, NV 89702

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 2 Fee: 15.00
BK-0312 PG- 2967 RPTT: # 7



GRANTEE/MAIL TAX STATEMENTS TO:
JOHN JOSEPH MacSWEEN
P.O. Box 1008
Zephyr Cove, Nevada 89448

The person executing this document hereby affirms
that this document submitted for recording does
not contain the social security number of any
person or persons pursuant to NRS 239B.030.

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE, made on MARCH 12, 2012, by and between
JOHN JOSEPH MacSWEEN, the currently acting Trustee of THE MacSWEEN FAMILY
TRUST, grantor, and JOHN JOSEPH MacSWEEN, a married man as his sole and separate
property, grantee,

WITNESSETH:

That the grantor, for good and valuable consideration to him in hand paid by the
grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, and
sell to the grantee and to the grantee's heirs, successors and assigns forever, all that certain parcel
of real property located in the County of Douglas, State of Nevada, and more particularly
described as follows:

JURAT WITH AFFIANT STATEMENT

State of Nevada }
County of Carson City } ss.

- See Attached Document (Notary to cross out lines 1-7 below)
- See Statement Below (Lines 1-7 to be completed only by document signer[s], not Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

7 John J. MacSweeney
Signature of Document Signer No. 1

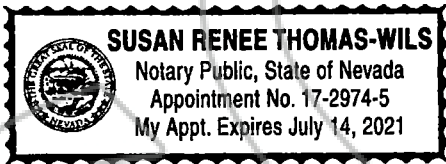
Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me
this 22nd day of January, 2021, by
Date Month Year

John MacSweeney
Name of Signer No. 1

Name of Signer No. 2 (if any)

Susan Renee Thomas Wils
Signature of Notary Public



Place Notary Seal/Stamp Above

Any Other Required Information
(Residence, Expiration Date, etc.)

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Residential Lease w/ Option to Purchase w/ 3 Addendums
Document Date: 8/17/20 Number of Pages: 11

Signer(s) Other Than Named Above: _____

JURAT WITH AFFIANT STATEMENT

State of Nevada }
County of Carson City } ss.

- See Attached Document (Notary to cross out lines 1-7 below)
- See Statement Below (Lines 1-7 to be completed only by document signer[s], not Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____
7 _____

[Signature]
Signature of Document Signer No. 1

[Signature]
Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me
this 22nd day of January 2021 by
Date Month Year

Jeffery Hershkowitz
Name of Signer No. 1

Elaine Hershkowitz
Name of Signer No. 2 (if any)

[Signature]
Signature of Notary Public



Place Notary Seal/Stamp Above

Any Other Required Information
(Residence, Expiration Date, etc.)

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Residential Lease w/ Option to Purchase
w/ 3 Addendums

Document Date: 8/17/20 Number of Pages: 11

Signer(s) Other Than Named Above: _____