

DOUGLAS COUNTY, NV

2024-1004005

Rec:\$40.00

\$40.00 Pgs=17

01/19/2024 09:17 AM

FIRST CENTENNIAL - RENO (MAIN OFFICE)

SHAWNYNE GARREN, RECORDER

APN No.: 1320-34-001-024

Escrow No.: 23035772-KH

Recording Requested By:  
First Centennial Title Company of Nevada  
1450 Ridgeview Dr, Ste 100  
Reno, NV 89519

When Recorded Return to:  
First Centennial Title Company of Nevada  
1450 Ridgeview Dr, Ste 100  
Reno, NV 89519


Mail Tax Statements to:  
John D. Cronin, Jr. and Jane Marie Cronin  
P.O. Box 884  
Rio Vista, CA 94571

SPACE ABOVE FOR RECORDERS USE


**ORDER AUTHORIZING SALE OF REAL PROPERTY OF THE ESTATE AT 1581  
BROKEN ARROW ROAD, GARDNERVILLE, NEVADA**  
(Title of Document)

Please complete Affirmation Statement below:

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

Print Signature

  
\_\_\_\_\_  
TITLE

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

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

SPACE BELOW FOR RECORDER

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*Hilary L Barnes*

Honorable Hilary L. Barnes  
United States Bankruptcy Judge



Entered on Docket  
January 10, 2024

**I CERTIFY THAT THIS IS A TRUE COPY:**  
**DATED: January 11, 2024**  
**ATTEST:** *Melinda Mall* Digitally signed by Melinda Mall  
Date: 2024.01.11 12:54:55 -0800  
Deputy Clerk



CHRISTINA W. LOVATO  
P.O. Box 18417  
Reno, Nevada 89511  
(775) 851-1424  
[trusteelovato@att.net](mailto:trusteelovato@att.net)  
Bankruptcy Trustee

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

IN RE:

BARBERO, ROBERT B.,  
DEBTOR

) BK-N-22-50095-HLB  
CHAPTER 7

**ORDER AUTHORIZING SALE OF REAL  
PROPERTY OF THE ESTATE AT 1581  
BROKEN ARROW ROAD,  
GARDNERVILLE, NEVADA**

**HEARING DATE: January 9, 2024  
HEARING TIME: 10:00 a.m.**

This matter came before the Court on the duly noticed **TRUSTEE'S MOTION TO  
SELL REAL PROPERTY OF THE ESTATE AT 1581 BROKEN ARROW ROAD,  
GARDNERVILLE, NEVADA** (the "Sale Motion") filed by Chapter 7 Trustee Christina W.  
Lovato ("Trustee") on December 7, 2023 as Docket No. 102. Trustee appeared at the hearing  
and other appearances were noted on the record.

The Court has reviewed the Sale Motion, the attached exhibits, the Declaration of Jenny  
Johnson in Support of Trustee's Motion to Sell Real Property at 1581 Broken Arrow Road,  
Gardnerville, Nevada, Docket No. 107, the Supplement to Trustee's Motion to Sell Real

1 Property of the Estate at 1581 Broken Arrow Road, Gardnerville, Nevada, Docket No. 116, and  
2 the papers and pleadings on filed in this case, of which the Court takes judicial notice. The Court  
3 finds that based on the Court's findings of fact and conclusions of law set forth on the record at  
4 the hearing on the Sale Motion, incorporated herein by Fed. R. Bankr. P. 7052, and for the  
5 reasons set forth in the Sale Motion, which the Court adopts as its own, cause exists to grant the  
6 Sale Motion.

7 WHEREFORE, good cause appearing,

8 IT IS HEREBY ORDERED that the Sale Motion is GRANTED.

9 IT IS HEREBY FURTHER ORDERED that the Trustee may sell the real property located  
10 at 1581 Broken Arrow Road, Gardnerville, Nevada (the "Property"), Parcel Number 1320-34-001-  
11 024, further described as:

12 All that certain lot, piece or parcel of land situated in and being a portion of the  
13 Northeast 1/4 of Section 34, Township 13 North, Range 20 East, M.D.B.&M., more  
particularly described as follows:

14 Parcel 4B, as shown on that Parcel Map for Mary B. Ferrey Trust, recorded October  
15 13, 1989, in Book 1089, Page 1527 as Document No. 212948, Official Records,  
16 Douglas County, Nevada.

17 to John D. Cronin (or assigns) and Jane Marie Cronin (or assigns) (together, the "Purchaser") for  
18 \$1,600,000, free and clear of any liens, claims and encumbrances.

19 IT IS HEREBY FURTHER ORDERED that the liens of record against the Property shall  
20 attach to the sale proceeds in order of their priority, validity, enforceability and amount and shall be  
21 paid through such sale proceeds;

22 IT IS HEREBY FURTHER ORDERED that Trustee's approved real estate broker, Sierra  
23 Sotheby's International Realty, and the Purchaser's broker, Far West Real Estate, shall each be paid  
24 a commission of two and one-half percent (2.5%) of the total purchase price out of the proceeds of  
25 sale (for a total of five percent (5%) commission);

26 IT IS HEREBY FURTHER ORDERED that the Purchaser is determined to be a purchaser  
27 in good faith pursuant to 11 U.S.C. § 363(m);

28 ///

1 IT IS HEREBY FURTHER ORDERED that closing shall take place on or before January  
2 19, 2024, or sooner upon agreement by the parties, following the date of entry of a final order  
3 approving the Sale Motion, including paying the balance of the purchase price and executing all  
4 necessary documents. Failure to close timely (other than as a result of a breach by the Trustee of  
5 her obligations under the Purchase Agreement ) shall constitute a material breach of the Purchase  
6 Agreement, shall void any rights the Purchaser may have had against the bankruptcy estate or any  
7 of its assets, including against the Property;

8 IT IS HEREBY FURTHER ORDERED that the 14-day stay pursuant to Fed. R. Bankr. P.  
9 6004(h) shall be waived;

10 IT IS HEREBY FURTHER ORDERED that the terms and conditions of the Purchase  
11 Agreement, a copy of which is attached hereto as Exhibit A, are approved and that the sale of the  
12 Property remains subject to such terms.

13 IT IS SO ORDERED.

14 Submitted by:

15 /s/ Christina W. Lovato  
16 Christina W. Lovato, Trustee

17 In accordance with LR 9021, Trustee submitting this document certifies that the order  
18 accurately reflects the court's ruling and that (check one):

19  The court has waived the requirement set forth in LR 9021(b)(1).

20  No party appeared at the hearing or filed an objection to the motion.

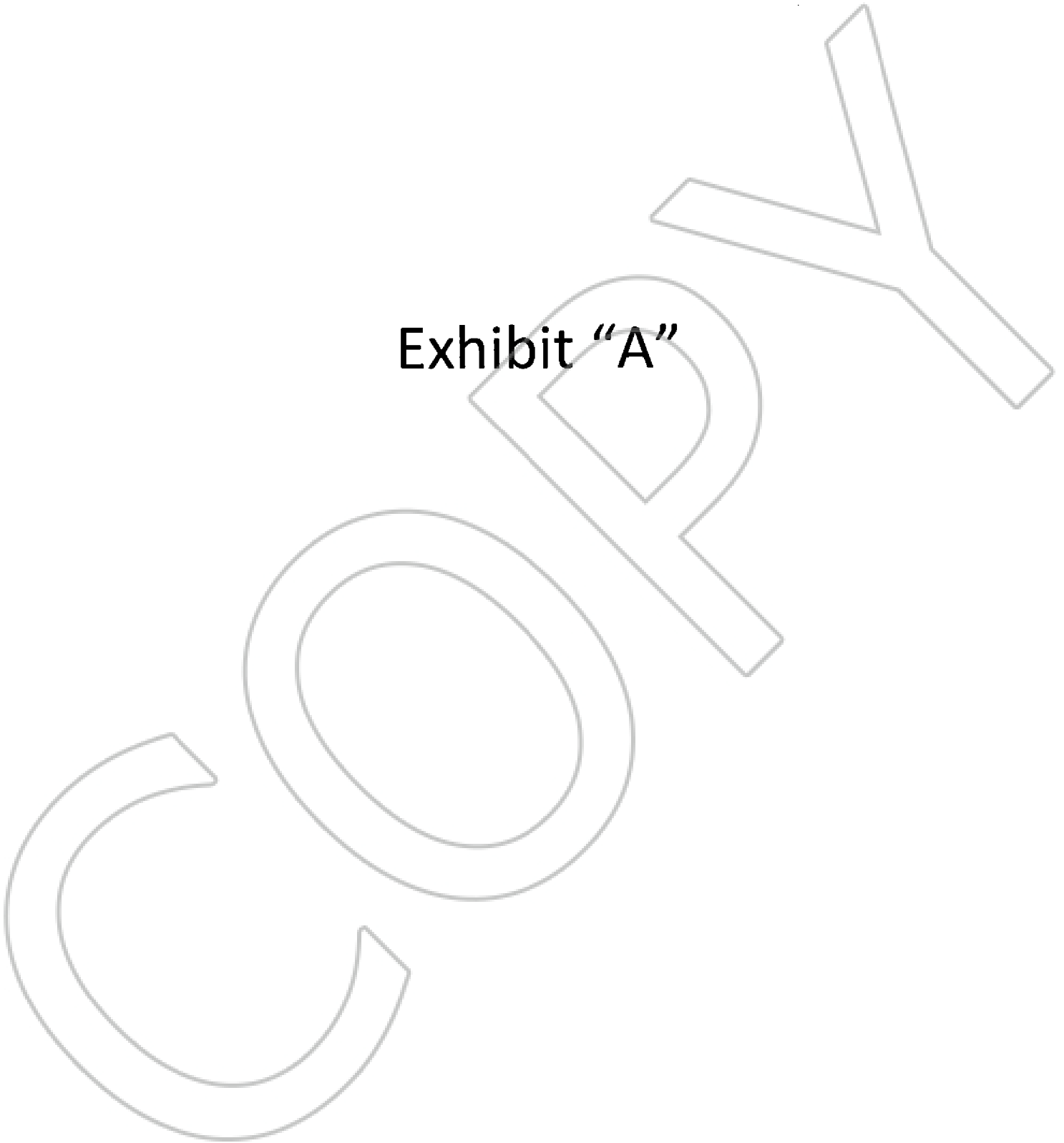
21  I have delivered a copy of this proposed order to all counsel who appeared at the  
22 hearing, and any unrepresented parties who appeared at the hearing, and each has approved  
23 or disapproved the order, or failed to respond, as indicated below:

24 Sean Patterson, Esq. (atty for Debtor) – approved by telephone 1/9/24  
25 Michael Brooks, Esq. (atty for Socotra) – approved by email 1/9/24  
26 Kenton McIntosh, Esq (atty for IRS) – waive signature by email 1/9/24

27  I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order  
28 with the motion pursuant to LR 9014(g), and that no party has objected to the form or  
content of the order.

###

**Exhibit "A"**





# RESIDENTIAL OFFER AND ACCEPTANCE AGREEMENT



1 RECEIVED FROM John D Cronin Jr. or assigns Jane Marie Cronin or assigns  
 2 \_\_\_\_\_ (BUYER),  
 3 the amount set forth below as the EARNEST MONEY DEPOSIT on account of the PURCHASE PRICE OF  
 4 \$ 1,550,000.00 for the real property commonly described as  
 5 1581 Broken Arrow Rd 89410-5610, situated in the  City OR  Unincorporated Area of  
 6 Gardnerville, County of Douglas, State of Nevada, APN 132034001024 (Property)  
 7 legal description shall be supplied in escrow. BUYER  does,  does not intend to occupy the Property as a residence.  
 8  
 9 EARNEST MONEY DEPOSIT (EMD) Evidenced by  Check or  Wire Transfer or  
 10  other \_\_\_\_\_ payable to Ticor Title Co.,  
 11 and then deposited within two (2) OR \_\_\_\_\_ business days of Acceptance,  
 12 with Ticor Title Co. - Rishale Thompson.  
 13 Authorized escrow holder to be selected by  BUYER  SELLER. \$ 25,000.00  
 14  
 15 BALANCE OF CASH DOWN PAYMENT (not including closing costs) \$ 1,525,000.00  
 16 Source of down payment Personal Funds  
 17  
 18 CASH PURCHASE BUYER to provide evidence, satisfactory to SELLER, of sufficient cash  
 19 available to complete this purchase within 10 days of Acceptance.  
 20  
 21 NEW FIRST LOAN: TYPE  Conventional  FHA  VA  Rural  Private \$ 0.00  
 22  Fixed Rate for \_\_\_\_\_ years. Interest not to exceed \_\_\_\_\_%.  
 23  Adjustable Rate for \_\_\_\_\_ years. Initial Interest not to exceed \_\_\_\_\_% maximum lifetime rate  
 24 not to exceed \_\_\_\_\_%.  
 25  
 26 NEW SECOND LOAN: TYPE  Conventional  Private \$ 0.00  
 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): \$ 0.00  
 42  
 43 TOTAL PURCHASE PRICE in the sum of (not including closing costs): \$ 1,550,000.00  
 44  
 45 CLOSING Close of Escrow (COE) to be on or before 1/26/2024. Unless otherwise agreed upon  
 46 in writing, COE shall not change from the originally agreed upon date. The parties shall deposit, with the authorized escrow  
 47 holder, all funds and instruments necessary to complete the transaction in accordance with the terms in this Agreement.

Buyer [Signature] 1581 Broken Arrow Rd Gardnerville NV 89410-56 and Seller [Signature] have read this page.  
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 ROA 1/10

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

12  
13 **SATISFACTION OF CONTINGENCIES (BUYER Initial Required)**  
14  1/10/24 All contingencies shall be satisfied according to their terms within the time  
15 limits specified, expire according to the time limits specified, or be waived in writing. If BUYER exercises their right to  
16 terminate this Agreement under any contingency, BUYER is not in default and is entitled to a refund of the EMD, less  
17 BUYER incurred expenses. If a contingency expires, it is waived. BUYER and SELLER shall cooperate in providing written  
18 waivers of those contingencies.

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

27  
28 **APPRAISAL**  
29 The Appraisal fee is to be paid by  BUYER  SELLER  split equally  other \_\_\_\_\_.  
30 Any required appraisal re-inspections shall be paid by  BUYER  SELLER  split equally  other \_\_\_\_\_.  
31 BUYER's Lender may require an appraisal. BUYER may elect to obtain an appraisal even if an appraisal waiver is available.

32  
33 **APPRAISAL CONTINGENCY (BUYER Initial Required)**  
34            /          /          /           Included  1/10/24 Waived  
35            /          /          /           If the appraisal does not meet or exceed the purchase price or there are appraisal conditions, BUYER has the right to  
36 exercise one of the following options within the contingency period:  
37 (A) proceed with the transaction without regard to the amount of the appraised valuation or appraisal conditions; or  
38 (B) renegotiate with the SELLER, provided that if such renegotiation is not successful within 3 business days, then either  
39 party may terminate this Agreement upon written notice and EMD shall be returned to BUYER less BUYER incurred  
40 expenses; or  
41 (C) terminate this Agreement.  
42 Parties acknowledge that FHA and VA guidelines may supersede this provision.

43  
44  
45 **APPRAISAL CONTINGENCY REMOVAL** Within \_\_\_\_\_ days of Acceptance, BUYER shall remove the appraisal  
46 contingency.

47  
48 **LOAN CONTINGENCY REMOVAL (BUYER Initial Required)**  
49            /          /          /           Included  1/10/24 Waived  
50            /          /          /           Within \_\_\_\_\_ days of  
51 Acceptance, BUYER shall remove the loan contingency.  
52 BUYER consents to the lender's release of loan status and conditions of approval to SELLER and Brokers. SELLER has no  
53 obligation to cooperate with BUYER's efforts to obtain any financing other than as specified in this Agreement.

Buyer            /          /          /           Address 1581 Broken Arrow Rd            /          /          /           Gardnerville NV 89410-56  
and Seller            /          /          /           have read this page.  
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1 **CONTINGENT ON SALE AND CONVEYANCE OF OTHER PROPERTY**

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

3 OR

4  This Agreement IS contingent upon the sale and conveyance of BUYER's property described as \_\_\_\_\_ BUYER to select option A or B.

5  
6 A.  BUYER's property is in escrow scheduled to close on or before \_\_\_\_\_. The sale of  
7 BUYER's property is not contingent on the sale and conveyance of a third party's property.

8 OR

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

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

12 OR

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

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

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

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

35 **COMMON-INTEREST COMMUNITY DISCLOSURE**

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

37 If so, complete the following:

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

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

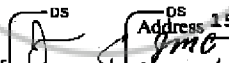
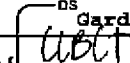
47 All CIC Association fees required for the transfer paid by  BUYER  SELLER  split equally  other \_\_\_\_\_.

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

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

50 Existing special CIC assessments levied, but not yet due, shall be paid by  BUYER  SELLER  split equally  
51  other \_\_\_\_\_.

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

Buyer  and Seller  have read this page.  
Address 1581 Broken Arrow Rd Gardnerville NV 89410-56



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

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

19  
20 **TITLE AND CLOSING COSTS**

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

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

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

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 this  
32 Agreement shall not preclude any party from enforcing that provision. All written representations and warranties shall  
33 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 balance or  
36 that requires settlement in full prior to COE, it shall be paid by  SELLER  BUYER  assumed by BUYER if allowed  
37  split equally  other \_\_\_\_\_.

38  
39 **PRORATION** Any and all rents, taxes, interest, homeowner association fees, payments on bonds, assessments and other  
40 Property expenses, assumed by BUYER shall be prorated as of the date of recordation of the deed. Security deposits,  
41 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 may  
44 result in a tax increase or a tax decrease.

45  
46 **HOME WARRANTY CONTRACT (BUYER Initial Required)**

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

Buyer [Signature] Address 1581 Broken Arrow Rd Gardnerville NV 89410-56 and Seller [Signature] have read this page.  
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1 **FIXTURES** All items permanently attached to the Property as of the date of this Agreement are included in the purchase  
2 price and are free of liens. This includes, but is not limited to: light fixtures, attached floor coverings, attic fans, central  
3 vacuum and related equipment, humidifier systems, drapes/curtains, blinds/shades including rods/hardware, doors and  
4 window screens, storm sash, awnings, TV antennas, TV wall mounts, satellite dishes, burglar, fire and smoke alarms and  
5 fire sprinklers, built-in pools/spas/saunas and related equipment, solar systems, conforming woodstoves, intercom systems,  
6 water softener systems, water and air filtration systems, attached fireplace screens, keyless entries, audio/video doorbell,  
7 electric garage door openers with controls, outdoor plants and trees (other than in movable containers), **OTHER**

8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 **EXCLUDING**  
11 None.

12  
13 **PERSONAL PROPERTY** The following personal property, on the premises when inspected by BUYER is included in  
14 the purchase price, free of liens, with no warranty or value implied:  
15 **Fridge, Oven, Washer & Dryer.**

16  
17  
18 **SYSTEMS AND MAINTENANCE** Until possession of the Property is delivered, SELLER shall maintain the Property,  
19 including but not limited to, all existing structures, landscaping, grounds, appliances and systems. SELLER agrees to deliver  
20 the Property in a neat and clean condition, and remove all debris and personal belongings, **EXCLUDING:** \_\_\_\_\_  
21 None.

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

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

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

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

43  
44 **ACCESS** SELLER agrees to provide reasonable access to the Property to BUYER, and inspectors, for inspections and re-  
45 inspections and appraisal. SELLER agrees to have all utilities in service the day of any inspection and until COE. If this  
46 transaction fails to close, the parties remain obligated to pay for inspections performed as agreed.

Buyer [Signature] Address 1581 Broken Arrow Rd Gardnerville NV 89410-56 and Seller [Signature] have read this page.  
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1 **INSPECTION CONTINGENCY** BUYER has the right to inspect the Property, order all inspections, and select qualified  
 2 professionals including, but not limited to, licensed contractors, certified building inspectors, and any other qualified  
 3 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 of  
 5 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 additional  
 8 expense

9  within 30 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. SELLER  
 14 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 SELLER,  
 16 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 released  
 18 from liability for the cost of repairs that inspection would have reasonably identified had it been conducted, except as  
 19 otherwise provided by law.

20 INSPECTIONS	Included	Waived	N/A	Paid By	
21 PEST INSPECTION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
22 HOME INSPECTION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
23 HEATING SYSTEM INSPECTION	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
27 WELL QUANTITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
28 SEPTIC LID LOCATION/REMOVAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input checked="" type="checkbox"/> SELLER
29 SEPTIC PUMPING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input checked="" type="checkbox"/> SELLER
30 SEPTIC INSPECTION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input checked="" type="checkbox"/> SELLER
34 Certification requires inspection. In the event device does not meet all applicable codes and/or laws, the cost of its removal shall 35 be the responsibility of SELLER. Stovepipe to be capped off at the ceiling or fireplace to be restored to working order at 36 SELLER's expense.					
37 OIL TANK TEST Type _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
38 (If oil tank needs to be filled to perform test, BUYER <input type="checkbox"/> shall, <input type="checkbox"/> shall not reimburse SELLER.)					
39 LEAD BASED PAINT ASSESSMENT OR INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
40 RADON INSPECTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
41 OTHER Any Buyer Deems Necessary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER

42 [Signature] (BUYER Initials) BUYER affirms the above selections.  
 43

44  
 45 **REPAIRS** SELLER understands that BUYER has not yet completed inspections, if any. BUYER reserves the right to  
 46 request repairs (1) identified by the inspections; (2) as allowed by Nevada law for SRPD related disclosures or newly  
 47 discovered defects; (3) or for repairs indicated on the Appraisal Report. SELLER reserves the right to refuse to complete  
 48 requested repairs, but understands BUYER then has the right to terminate this Agreement. For any repairs completed a copy  
 49 of all repair invoices and receipts shall be delivered to BUYER prior to COE. Brokers have no responsibility to assist in the  
 50 payment of any repairs, corrections or deferred maintenance on the Property. Items of general maintenance or items of  
 51 cosmetic nature, excluding conditions of safety, soundness, or security of the Property, not expressly addressed in this  
 52 Agreement, are deemed accepted by BUYER.

Buyer [Signature] Address 1581 Broken Arrow Rd [Signature] Gardnerville NV 89410-56  
 and Seller [Signature]

1 **RE-INSPECTIONS (BUYER Initial Required)**

2 Included  <sup>DS</sup>  <sup>DS</sup> Waived  
3 [ / / ] [ / / / ] SELLER shall have all agreed  
4 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 **LAND USE REGULATION** BUYER is advised the Property may be subject to the authority of the city, county, state,  
8 federal governments, and/or various courts having jurisdiction. These governmental entities, from time to time, have adopted  
9 and revised land use and environmental regulations that may apply to the Property. BUYER is advised to research the  
10 possible effect of any applicable land use or environmental regulation. Brokers make no representations or warranties  
11 regarding the existing permissible uses or future revisions to the land use regulations.  
12

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

18 **WATER METERS** BUYER may be required at a future date to incur the cost of installation of a water meter and/or  
19 conversion to metered rates.  
20

21 **WELLS** Many factors may affect the performance of a well system. If the Property includes a well, BUYER may be  
22 required at some future date to incur the cost of connecting the Property to a public water system.  
23

24 **ADDITIONAL FEES** Some areas may have additional fees or charges for the remediation of water systems.  
25

26 **SEPTIC SYSTEMS** If the Property includes a septic system, BUYER may be required at some future date to incur the  
27 cost of connecting the Property's plumbing to a public sewer system.  
28

29 At COE, BUYER assumes all future costs associated with water meters, wells, and septic systems.  
30

31 **PRIVATE ROADS** SELLER shall disclose if the Property shares a common road, access driveway, or right-of-way with  
32 another property. If a road maintenance agreement exists, SELLER shall provide the agreement to BUYER.  
33

34 **WATER RIGHTS** Water rights, if any, shall be included with the Property unless specifically excluded by deed or  
35 mutual agreement.  
36

37 **TAX DEFERRED EXCHANGE** If BUYER or SELLER request to enter into a IRC tax deferred exchange for the  
38 Property, each party agrees to cooperate with the other in connection with the exchange, including the execution of  
39 documents deemed necessary to effectuate same. No party shall be obligated to delay the closing. All additional costs in  
40 connection with the exchange shall be borne by the party requesting it. No party shall be obligated to execute any note,  
41 contract, deed, or other document providing for any personal liability that would survive the exchange. The other party shall  
42 be indemnified and held harmless against any liability arising or that has arisen on account of the acquisition of ownership of  
43 the exchanged property.  
44

44 **ADDITIONAL TERMS AND CONDITIONS**

45 Buyer acknowledges that this sale is subject to Court Approval.  
46

47 Buyer and Seller agree to cooperate with each other on their respective 1031 exchanges.  
48

49 All rights, including but not limited to water rights, mineral rights, grazing rights, etc.  
50 currently held by the Seller and pertaining to the subject property, shall be included in the  
51 sale.  
52

Buyer <sup>DS</sup> [Signature] <sup>DS</sup> Address 1581 Broken Arrow Rd <sup>DS</sup> Gardnerville NV 89410-56  
and Seller <sup>DS</sup> [Signature]

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

15  
16 **FINAL WALKTHROUGH** BUYER shall have the right to a final walkthrough prior to COE.

17  
18 **PHYSICAL POSSESSION** Physical possession of the Property with any keys to Property locks, community mailboxes,  
19 alarms, and garage door openers shall be delivered to BUYER  upon recordation of the deed; OR  upon completion of  
20 Agreement to Occupy After COE; OR  per the terms of Residential Lease/Rental Agreement.

21  
22 **NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.

23  
24 **MEDIATION** If a dispute arises out of or relates to this Agreement or its breach, the parties are aware the local  
25 Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available upon request.

26  
27 **ATTORNEY FEES** In the event either party is required to engage the services of an attorney to enforce this Agreement,  
28 the prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses, and costs.

29  
30 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National  
31 Association of REALTORS® and therefore subscribes to a higher ethical standard, known as the REALTOR® Code of  
32 Ethics. To receive a copy of the REALTOR® Code of Ethics, ask your real estate professional or the local Association of  
33 REALTORS®.

34  
35 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The parties  
36 are advised to consult with appropriate professionals including, but not limited to, engineers, surveyors, appraisers, lawyers,  
37 CPAs, or other professionals on specific topics, including but not limited to, land use regulation, boundaries and setbacks,  
38 square footage, physical condition, legal, tax, water rights, and other consequences of the transaction.

39  
40 **COUNTERPARTS AND SIGNATURES** BUYER and SELLER acknowledge and agree this Agreement may be  
41 executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the  
42 same instrument. BUYER and SELLER agree that this Agreement may be conducted by electronic delivery, and signatures  
43 so transmitted shall be acceptable for all purposes. Signatures transmitted by electronic delivery shall be deemed original  
44 signatures.

Buyer [Signature] <sup>DS</sup> Address 1581 Broken Arrow Rd <sup>DS</sup> Gardnerville NV 89410-56 and Seller [Signature] have read this page.  
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1 **SELLER DEFAULT** If SELLER defaults in the performance of this Agreement, BUYER shall have the right to recover  
2 from SELLER all of BUYER's actual damages BUYER may suffer as a result of SELLER's default, and to pursue any and  
3 all remedies available at law or in equity.

4  
5 **BUYER DEFAULT** BUYER must initial only one of the following.

6 If BUYER defaults in the performance of this Agreement, SELLER shall have the right to:  
7 A. [Signature] (BUYER Initials) Liquidated Damages: SELLER shall have the right to retain, as their sole  
8 legal recourse, the EMD. BUYER and SELLER hereby acknowledge SELLER's actual damages would be difficult to  
9 measure and that the EMD is a fair and reasonable estimate of such damages.

10 **OR**  
11 B. [Signature] (BUYER Initials) Actual Damages: SELLER shall have the right to recover from BUYER all  
12 of SELLER's actual damages that SELLER may suffer as a result of BUYER's default, and to pursue any and all  
13 remedies available at law or in equity.

14  
15 **THE FOLLOWING HAVE BEEN RECEIVED AND ACKNOWLEDGED BY BUYER:**

- 16  Consent to Act
- 17  Duties Owed by a Nevada Real Estate Licensee
- 18  Environmental Contact List
- 19  HUD Inspection For your Protection: Get a Home Inspection
- 20  Information Regarding Private Well and Septic System
- 21  Residential Disclosure Guide
- 22  Wire Fraud Advisory
- 23  Other \_\_\_\_\_
- 24  Other \_\_\_\_\_

25  
26 **THE FOLLOWING ADDENDA AND EXHIBITS SHALL BE INCORPORATED**

- 27  Common Interest-Community Information Statement "Before You Purchase Property ..."
- 28  Lead-Based Paint Disclosure Statement (for properties built prior to 1978)
- 29  Open Range Land Disclosure
- 30  Residential/Lease Rental Agreement
- 31  Seller Financing Addendum (Residential)
- 32  Short Sale Addendum to the Offer and Acceptance Agreement
- 33  Agreement to Occupy After Close of Escrow
- 34  Used Manufactured/Mobile Home Disclosure
- 35  Other \_\_\_\_\_
- 36  Other \_\_\_\_\_

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

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

47  
48 SELLER has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at COE.  
49 As published in the MLS, 2.5 % of the accepted price, or \$ \_\_\_\_\_, shall be paid to BUYER's real  
50 estate brokerage, Far West R & C Sales/Mgt. Co.

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

Buyer [Signature] <sup>DS</sup>Address 1581 Broken Arrow Rd <sup>DS</sup>Gardnerville NV 89410-56 and Seller [Signature] have read this page.

1 **EXPIRATION OF OFFER** Per NRS 645.254, all offers must be presented to SELLER. This Offer expires unless  
2 accepted, including delivery to BUYER, or Morgan Nevin  
3 on/or before 8:00  A.M.  P.M. on 11/30/2023

4 DocuSigned by: John Cronin  
5 BUYER John Cronin DATE 11/27/2023 Time \_\_\_\_\_  
6 DocuSigned by: John D Cronin Jr. or assigns  
7 BUYER Jane Marie Cronin DATE 11/27/2023 Time \_\_\_\_\_  
8 F738322594A2442... Jane Marie Cronin or assigns  
9 BUYER \_\_\_\_\_ DATE \_\_\_\_\_ Time \_\_\_\_\_  
10  
11 BUYER \_\_\_\_\_ DATE \_\_\_\_\_ Time \_\_\_\_\_  
12

13 **BUYER's Representation:**  
14 BUYER's Licensee Name Morgan Nevin BUYER Broker Name Alex Gassiot  
15 BUYER's Licensee Nevada License # BS.146211 BUYER's Broker Nevada License # B.11150  
16 BUYER's Licensee Email morgan@farwestrealestate.com Brokerage Name Far West R & C Sales/Mgt. Co.  
17 Phone (775) 829-2122 Fax (775) 201-2440 Office Address 242 Stewart St  
18 City/State/Zip Reno NV 89501-  
19

20 BUYERS Licensee signature acknowledging receipt of EMD \_\_\_\_\_  
21 Morgan Nevin

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

23 SELLER acknowledges having read and approved each provision of this Agreement. Authorization is given to Brokers to  
24 deliver a signed copy to BUYER and disclose the terms of the sale to members of the MLS or Association of REALTORS®  
25 at COE. SELLER has the authority to sell the Property on the terms and conditions stated in this Agreement.  
26

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

32 UBCT  
33 UBCT One or more SELLER  is not a foreign person OR  is a foreign person and  
34 may be subject to FIRPTA withholding. If SELLER fails to comply with FIRPTA tax withholding, BUYER reserves the  
35 right to cancel this Agreement and retain EMD.  
36

37 SELLER shall check one of the following options, and date, time, and sign this Agreement.  
38  Acceptance of Offer SELLER accepts this Offer.  
39  Counter Offer #1 SELLER signs this Offer subject to a Counter Offer #1 dated 11/29/2023 | 2:47 PM PST  
40  Rejection SELLER rejects the foregoing Offer.

41 DocuSigned by:  
42 SELLER Christina Lovato, Bk Chapter 7 Trustee DATE 11/29/2023 | 2:47 PM PST Time \_\_\_\_\_  
43 64861C3E5287410 Christina Lovato, Bk Chapter 7 Trustee  
44 SELLER \_\_\_\_\_ DATE \_\_\_\_\_ Time \_\_\_\_\_  
45  
46 SELLER \_\_\_\_\_ DATE \_\_\_\_\_ Time \_\_\_\_\_  
47  
48 SELLER \_\_\_\_\_ DATE \_\_\_\_\_ Time \_\_\_\_\_  
49

50 **SELLER's Representation:**  
51 SELLER's Licensee Name Jenny Johnson SELLER's Broker Name Jenny Johnson  
52 SELLER's Licensee Nevada License # BS.144734 SELLER's Brokers Nevada License # BS.144734  
53 Phone (775) 384-6900 Fax (775) 384-6780 Brokerage Name Sierra Sotheby's Intl. Realty  
54 SELLER's Licensee Email jjohnson@sierrasothebysrealty.com Office Address 13945 S. Virginia St. #606  
55 City/State/Zip Reno NV 89511-  
Address 1581 Broken Arrow Rd Gardnerville NV 89410-55



# COUNTER OFFER #1



1 SELLER submits this Counter Offer #1 to the Offer and Acceptance Agreement dated 11/27/2023, regarding the property  
 2 Located at 1581 Broken Arrow Rd Gardnerville NV 89410-5610  
 3 between Christina Lovato, (SELLER)  
 4 and John D. Cronin Jr Jane Marie Cronin (BUYER),  
 5 which is being attached this date 11/29/2023 by SELLER and becomes effective when signed by all parties.  
 6 1. Purchase price to be \$1,600,000  
 7 2. Escrow to be with Katie Holderfield, First Centennial Title Company  
 8 3. This sale is as-is, where-is and it is subject to court approval and overbid.  
 9 4. Earnest money deposit becomes non-refundable upon court approval.  
 10 5. Seller is exempt from providing a Sellers Real Property Disclosure statement per NRS  
 11 Statutes.  
 12 6. Seller will make every reasonable effort to transfer all rights with the property, but the  
 13 only known rights are water rights as follows:  
 14 - 8 Shares of the Alderman Upper Virginia Irrigation Company, INC.  
 15 - 4.47 Acre Feet with State water master Permit #86DCR  
 16 - 3.77 Acre Feet with State Water master Permit #79DCR  
 17 - Buyer and Seller agree to hold brokers, agents, title, escrow and any additional parties  
 18 harmless of any future claims to rights on the property.  
 19 7. Mechron UTV with serial number XZ8600009 to be included at no value.

18 This version replaces any previous version of counter offer.

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

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

31 EXPIRATION: This offer shall expire unless a copy with BUYER's written acceptance is delivered to SELLER or  
 32 SELLER's Broker or Licensee on or before 5:00 o'clock  AM  PM, on 11/30/2023

34 SELLER: Christina Lovato, Chapter 7 Trustee Dated: 11/30/2023 | 10:30 AM PST Time: \_\_\_\_\_  
DocuSigned by: 51833CE5287415 Christina Lovato, Chapter 7 Trustee  
 36 SELLER: \_\_\_\_\_ Dated: \_\_\_\_\_ Time: \_\_\_\_\_  
 38 SELLER: \_\_\_\_\_ Dated: \_\_\_\_\_ Time: \_\_\_\_\_  
 40 SELLER: \_\_\_\_\_ Dated: \_\_\_\_\_ Time: \_\_\_\_\_

### BUYER'S ACCEPTANCE, COUNTER, OR REJECTION

43  Acceptance of Counter Offer #1: BUYER accepts this Counter Offer #1.  
 44  Counter Offer #2: BUYER signs this Counter Offer #1 subject to Counter Offer #2 dated \_\_\_\_\_  
 45  Rejection: BUYER rejects Counter Offer #1.

46 BUYER: John Cronin Jr Dated: 11/30/2023 Time: \_\_\_\_\_  
DocuSigned by: CE7A7A7857BB4A6... John D. Cronin Jr  
 49 BUYER: Jane Marie Cronin Dated: 11/30/2023 Time: \_\_\_\_\_  
DocuSigned by: F738322594A2442... Jane Marie Cronin  
 51 BUYER: \_\_\_\_\_ Dated: \_\_\_\_\_ Time: \_\_\_\_\_  
 53 BUYER: \_\_\_\_\_ Dated: \_\_\_\_\_ Time: \_\_\_\_\_



### EXTENSION OF CONTRACT TERMS

To Agreement dated 11/30/2023, between Christina Lovato, Bk Chapter 7 Trustee, Seller and John D. Cronin Jr and Jane Marie Cronin Buyer, concerning property located at 1581 Broken Arrow Rd, Gardnerville, NV 89460

Buyer and Seller agree to amend the above described Agreement as follows:

1. The date for obtaining commitment for new financing and/or assumption of existing financing is changed to \_\_\_\_\_
2. The date for objecting to title is changed to \_\_\_\_\_
3. The date for approving inspections is changed to \_\_\_\_\_
4. The date for close of escrow is changed to 01/19/2024
5. The date for delivering possession of property is changed to \_\_\_\_\_
6. Other dates set forth in the Agreement are changed as follows:

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7. Additional Amendments:

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All other TERMS and CONDITIONS of the Agreement will remain the same.

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Seller *Christina Lovato, Bk Chapter 7 Trustee* \_\_\_\_\_

Date 12/5/2023 | 6:52 PM PST

Seller \_\_\_\_\_

Date \_\_\_\_\_

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