LAND SALE AGREEMENT

This Land Sale Agreement (this "Agreement") is made this _____ day of _____, 20____, by and between _____ ("Purchaser"), and the Regional Transportation Commission of Washoe County ("RTC").

RECITALS

WHEREAS, RTC owns fee title to that certain real property located in Washoe County, Nevada, described as Assessor's Parcel Number(s) APN 020-293-01 (the "Property"); and

WHEREAS, the Property was part of a parcel or parcels that were acquired and used for an RTC project that has been completed; and

WHEREAS, the Property is no longer needed for a public use; and

WHEREAS, the Property has been approved for disposal by the RTC Board of Commissioners; and

WHEREAS, RTC conducted a sealed bidding process to dispose of the Property as authorized under NRS 277A.255, and Purchaser was deemed to be the highest bidder.

WITNESSETH:

1. RTC, for and in consideration of the covenants and payments to be performed and paid as hereinafter provided agrees as follows:

(a) To sell and convey RTC's right, title, and interest in the Property to Purchaser, by way of a quitclaim deed in substantially the form attached hereto as Schedule 1; the Property is described on Exhibit "A" of Schedule 1 and depicted on Exhibit "B" of Schedule 1.

(b) To prepare a "State of Nevada – Declaration of Value Form" for RTC and Purchaser to sign.

(c) To consummate the real property transfers in accordance with the terms of this Agreement, including recording the quitclaim deed and declaration of value form, and provide a fully executed copy of this Agreement and the original recorded documents to Purchaser.

2. Purchaser, in consideration of the promises and covenants of the RTC hereinabove set forth, agrees as follows:

(a) To pay RTC the sum of _____, AND NO/100 DOLLARS ($_____), which shall be $_____ as the purchase price for the Property, plus an additional $_____ for real property transfer tax and $_____ for recording fees, minus the down payment deposit of $5,000 that Purchaser provided with its bid proposal.

(b) To make payment in full of the above amount and deliver the "State of Nevada – Declaration of Value Form" executed by Purchaser as "grantee" to RTC on or before _____, 20__.

(c) To deliver to RTC such other documentation as RTC may reasonably require to consummate the transfer of the Property in accordance with the terms of this Agreement.

(d) Time is of the essence in this Agreement. If Purchaser fails to make the required payment in full on the date as set forth in paragraph 2(b) above, such failure shall be deemed a material breach of this Agreement, and RTC at its option may elect to declare this Agreement rescinded and terminated and all rights and deposits of Purchaser made in contemplation hereof forfeited.

(e) To be responsible, where applicable, for any and all other real or personal property taxes, for compliance with all federal, state and local statutes, ordinances, and regulations; and for the payment of any recording fees, real property transfer tax, and any other fees or taxes by whatever name known imposed in association with the conveyance of the Property as contemplated herein.

(f) PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING SOLD AND CONVEYED STRICTLY ON AN "AS-IS," "WHERE-IS," AND "WITH ALL FAULTS" BASIS, WITH ALL DEFECTS, WHETHER KNOWN OR UNKNOWN, PATENT OR LATENT, AND SUBJECT TO ALL MATTERS AFFECTING TITLE, POSSESSION, USE, VALUE, OR CONDITION OF THE PROPERTY, WHETHER EXISTING NOW OR ARISING HEREAFTER.

(g) WITHOUT LIMITING THE FOREGOING, PURCHASER ACKNOWLEDGES THAT THE PROPERTY SHALL BE CONVEYED BY QUITCLAIM DEED AND SHALL BE SUBJECT TO ALL LIENS, ENCUMBRANCES, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS-OF-WAY, ENCROACHMENTS, OVERLAPS, SHORTAGES IN AREA, BOUNDARY LINE DISPUTES, CLAIMS OF TITLE, MATTERS OF RECORD OR NOT OF RECORD, AND OTHER MATTERS AFFECTING TITLE OR THE USE AND ENJOYMENT OF THE PROPERTY, WHETHER OR NOT DISCOVERABLE BY INSPECTION OR PUBLIC RECORDS SEARCH. RTC EXPRESSLY DISCLAIMS, AND PURCHASER HEREBY WAIVES AND RELEASES RTC FROM, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE (OTHER THAN BY QUITCLAIM), CONDITION, HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ZONING OR LAND USE COMPLIANCE, ENVIRONMENTAL CONDITION, ACCESS, AVAILABILITY OF UTILITIES, DEVELOPMENT RIGHTS, OR SUITABILITY FOR PURCHASER'S INTENDED USE. PURCHASER ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONDUCT SUCH INSPECTIONS, INVESTIGATIONS, AND DUE DILIGENCE AS PURCHASER DEEMS NECESSARY AND IS RELYING SOLELY UPON ITS OWN EXAMINATION AND THAT OF ITS CONSULTANTS.

(h) PURCHASER IS A SOPHISTICATED BUYER WHO IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE SIMILAR TO THE PROPERTY, AND PURCHASER HAS HAD ADEQUATE OPPORTUNITY TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER IT DEEMS NECESSARY, AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF AND IN RELIANCE UPON SUCH EXAMINATIONS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY RTC.

(i) ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY IS SOLELY FOR PURCHASER'S CONVENIENCE AND WAS OR WILL BE OBTAINED FROM A VARIETY OF SOURCES. RTC HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO (AND EXPRESSLY DISCLAIMS ALL) REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. RTC SHALL NOT BE LIABLE FOR ANY MISTAKES, OMISSIONS, MISREPRESENTATION OR ANY FAILURE TO INVESTIGATE THE PROPERTY NOR SHALL RTC BE BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, APPRAISALS, ENVIRONMENTAL ASSESSMENT REPORTS, OR OTHER INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY RTC OR BY ANY REPRESENTATIVES, AGENTS, OFFICERS OR EMPLOYEES OF ANY OF THE FOREGOING, OR OTHER PERSONS OR ENTITIES ACTING ON BEHALF OF RTC OR AT RTC'S REQUEST (COLLECTIVELY, "SELLER RELATED PARTIES").

(i) EFFECTIVE AS OF THE CLOSING DATE, PURCHASER HEREBY RELEASES RTC AND ALL SELLER RELATED PARTIES FROM ALL CLAIMS THAT PURCHASER OR ANY PARTY CLAIMING BY, THROUGH OR UNDER PURCHASER HAS OR MAY HAVE AS OF CLOSING ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO OR IN CONNECTION WITH THE PROPERTY, INCLUDING ANY CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION AND ANY ENVIRONMENTAL CONDITIONS, AND PURCHASER SHALL NOT LOOK TO ANY SELLER RELATED PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF, REGARDLESS OF WHETHER SUCH MATTERS OR CONDITIONS WERE KNOWN OR UNKNOWN TO PURCHASER, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS OR LIABILITY UNDER OR BY REASON OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED (CERCLA) OR THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, AS AMENDED (RCRA). THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION.

_____
INITIALS OF PURCHASER

3. It is mutually agreed and understood by RTC and by Purchaser as follows:

(a) This Agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding unless endorsed hereon in writing.

(b) The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

(c) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns, as the case may be, of the respective parties.

(d) As used herein the term Purchaser shall include the plural as well as the singular, the feminine as well as the masculine, and the neuter.

(e) Purchaser shall be responsible for complying with local building and development codes and correcting defects, if any.

/ / /

/ / /

/ / /

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

RTC:

Regional Transportation Commission of Washoe County

_____
Dale Keller, Executive Director

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____ by Dale Keller as Executive Director of the Regional Transportation Commission of Washoe County.

_____
Notary Public

S
E
A
L

My commission expires: _____

Purchaser Signature Page Follows

Purchaser:

[NAME OF INDIVIDUAL, ENTITY OR CORPORATION]

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF_____)

This instrument was acknowledged before me on _____ by _____ as _____ of _____.

_____
Notary Public

S
E
A
L

My commission expires: _____

SCHEDULE 1

FORM OF QUITCLAIM DEED

APN: 020-293-01

AFTER RECORDING RETURN TO:
REGIONAL TRANSPORTATION COMMISSION
ATTN: RIGHT OF WAY AGENT
1105 TERMINAL WAY
RENO, NV 895002

MAIL TAX STATEMENTS TO:
GRANTEE NAME
ADDRESS

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

QUITCLAIM DEED

This QUITCLAIM DEED, is made this _____ day of _____ _____, 2026, by REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY ("GRANTOR") to _____ ("GRANTEE").

WITNESSETH:

That GRANTOR, for and in consideration of the sum of ONE DOLLAR ($1.00), lawful money of the United States of America and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents remise, release and forever quitclaim unto GRANTEE all of the right, title and fee interest of the GRANTOR in and to that certain real property described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof.

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, together with the appurtenances, unto GRANTEE and to its heirs, successors and assigns.

/ / /

/ / /

/ / /

IN WITNESS WHEREOF, the GRANTOR has executed this QUITCLAIM DEED the day and year first hereinabove written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY, STATE OF NEVADA

By: _____
Dale Keller, Executive Director

STATE OF NEVADA
COUNTY OF WASHOE

The above-instrument was acknowledged before me this _____ day of _____, 2026, by Dale Keller as Executive Director of the Regional Transportation Commission of Washoe County.

_____
Notary Public