E FILED ON 10/31/17
THOMAS E. CROWE, ESQ.
THOMAS E. CROWE PROFESSIONAL
LAW CORPORATION
2830 S. Jones Blvd.
Las Vegas, Nevada 89146
(702) 794-0373
Attorney for Debtor-in-Possession

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

	7. 4. 4		
In re:)	BANKRUPTCY NUMBER:	
GREATER HARVEST CHURCH OF GOD IN CHRIST,)))	BK-S-17-14312-BTB Chapter 11	
Debtor.)))	Date: 12/5/17 Time: 1:30 p.m.	

MOTION TO APPROVE SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS

Comes now, the Debtor above-named, by and through its attorney, THOMAS E. CROWE, ESQ., and moves this Court for an order approving the sale of Debtor's real property located at 1202 and 1225 Hillboro Avenue, Reno, Nevada, as set forth in the points and authorities attached hereto.

DATED this 31st day of October, 2017.

THOMAS E. CROWE PROFESSIONAL LAW CORPORATION

By /s/ THOMAS E. CROWE THOMAS E. CROWE, ESQ. 2830 S. Jones Blvd. #3 Las Vegas, Nevada 89146 Attorney for Debtor

POINTS AND AUTHORITIES

11 U.S.C. §363(b)(1) provides as follows:

The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.

11 U.S.C. §363(d) and (e) provides as follows:

- (d) The trustee may use, sell, or lease property under subsection (b) or (c) of this section only to the extent not inconsistent with any relief granted under section 362(c), 362(d), 362(e), or 362(f) of this title.
- (e) Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest.

Additionally, 11 U.S.C. §363(f)(3) and (5) provide:

- (f) The trustee may sell property under subsection (b) or (c) of this section Free and clear of any interest in such property of an entity other than the estate, only if-
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

* * *

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

The Debtor filed a Chapter 11 bankruptcy on July 7, 2017. Listed on the Debtor's Schedules and Statements is certain real property located at 1202 and 1225 Hillboro Avenue, Reno, Nevada [hereinafter "the Property"] and is more particularly described on Exhibit 1, Preliminary Title Report, attached hereto and made a part hereof.

The Debtor wishes to sell the Property to the Housing Authority of the City of Reno, a

municipal organization of the State of Nevada. The terms of said sale are set forth on the Purchase and Sale Agreement, Exhibit 2. The purchase price of the Property will be \$449,000.00. See Exhibit. 3, Settlement Statement - HUD.

The sale will result in payment of all commissions, fees, escrow and title charges as customary in Nevada, per the agreement contained in the Purchase and Sale Agreement, Exhibit 3, and the Preliminary Title Report, Exhibit 1.

Attorney's retainer fee to THOMAS E. CROWE PROFESSIONAL LAW CORPORATION, in the amount of \$2,000.00, shall be paid from funds from the sale of the house.

The proceeds to Seller shall be turned over to the attorney for Debtor in trust to be used to complete payment of all claims, including administrative, secured and unsecured debt. Debtor disputes the value of the claims of Fidelity Mortgage Lenders, Inc. and Bernard M. Greenberg, Trustee of the Greenberg Family Trust dated December 14, 2000, which it believes are overstated. The balance of proceeds shall be turned over to Debtor.

The following recording information pertains to the Property:

A Deed of Trust to secure an original indebtedness of \$150,000.00, and any other amounts or obligations secured thereby, recorded September 09, 2010 as Instrument No. 3920173.

Dated: April 20, 2010

Trustor: Greater Harvest Church of God in Christ

Trustee: Property Guarantee Company, Inc., a California

corporation

Beneficiary: Fidelity Coastal Funding Company, Inc., a California

Corporation

The beneficial interest under the Deed of Trust was assigned to Charles H. Hershson and Hella A. Hershson, Trustees of the Charles H. Hershson and Hella A. Hershson Trust of June 5, 1998 by Assignment recorded September 09, 2010 as Instrument No. 3920175 of Official Records (Fidelity Mortgage Lenders, Inc. is the servicer for the Charles H. Hershson and Hella A. Hershson, Trustees of the Charles H. Hershson and Hella A. Hershson Trust of June 5, 1998.

A Deed of Trust to secure an original indebtedness of \$25,000.00, and any other amounts or obligations secured thereby, recorded February 13, 2006 as Instrument No. 3347828.

Dated: February 1, 2006

Trustor: Greater Harvest COGIC, a Nevada non-profit corporation Trustee: Mc KEEHAN ESCROW COMPANY, a California corporation Beneficiary: BERNARD M. GREENBERG, Trustee of the GREENBERG

FAMILY TRUST dated 12-14-00.

The Debtor requests that the Court waive the 14 day appeals process if there is no objection to the sale.

WHEREFORE, Debtors pray

- (1) For an Order approving the sale of Debtor's real property as provided herein; and
- (2) For such other and further relief as the Court deems just and proper in the circumstances.

DATED this 31st day of October, 2017.

THOMAS E. CROWE PROFESSIONAL LAW CORPORATION

By /s/ THOMAS E. CROWE

THOMAS E. CROWE, ESQ.
2830 S. Jones Blvd. #3

Las Vegas, NV 89146

Attorney for Debtor

E FILED ON THOMAS E. CROWE, ESQ. THOMAS E. CROWE PROFESSIONAL LAW CORPORATION 2830 S. Jones Blvd. Las Vegas, Nevada 89146 (702) 794-0373 Attorney for Debtor-in-Possession

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

	ate ate ate at	r 7·	
In re: GREATER HARVEST CHURCH OF GOD IN CHRIST,)))	BANKRUPTCY NUMBK-S-17-14312-BTB Chapter 11	3ER:
Debtor.)	Date: 12/5/2017 Time: 1:30 p.m.	
PROPOSED ORDER RE: MOTION FREE A		PROVE SALE OF REAR OF LIENS	AL PROPERTY
This matter having come on for he	earing on th	isday of	,2017,
THOMAS E. CROWE, ESQ., attorney f	for Debtor, l	naving been present, prop	er notice having been
viven, no onnosition having been presente	ed and for o	rood cause annearing ther	efor:

IT IS HEREBY ORDERED THAT the sale of the property, located at 1202 and 1225 Hillboro Avenue, Reno, Nevada is hereby approved for the sum of \$449,000.00. The sale is subject to providing the Buyer with unencumbered title as set forth in the Purchase Agreement.

IT IS FURTHER ORDERED THAT the sale will result in payment of all commissions, fees, escrow and title charges as customary in Washoe County, Nevada, per the agreement contained in the Escrow Instructions and the Preliminary Title Report.

IT IS FURTHER ORDERED THAT Attorney's fees to THOMAS E. CROWE PROFESSIONAL LAW CORPORATION, in the amount of \$2,000.00, shall be paid from funds from the sale of the house.

IT IS FURTHER ORDERED THAT the proceeds to Seller shall be turned over to the attorney for Debtor in trust to be used to complete payment of all claims, including administrative, secured and unsecured debt. The balance of proceeds, over and above payment of all claims, shall be turned over to Debtor.

IT IS FURTHR ORDERED THAT the following recording information pertains to the Property:

A Deed of Trust to secure an original indebtedness of \$150,000.00, and any other amounts or obligations secured thereby, recorded September 09, 2010 as Instrument No. 3920173.

Dated: April 20, 2010

Trustor: Greater Harvest Church of God in Christ

Trustee: Property Guarantee Company, Inc., a California

corporation

Beneficiary: Fidelity Coastal Funding Company, Inc., a California

Corporation

The beneficial interest under the Deed of Trust was assigned to Charles H. Hershson and Hella A. Hershson, Trustees of the Charles H. Hershson and Hella A. Hershson Trust of June 5, 1998 by Assignment recorded September 09, 2010 as Instrument No. 3920175 of Official Records. (Fidelity Mortgage Lenders, Inc. is the servicer for Charles H. Hershson and Hella A. Hershson, Trustees of the Charles H. Hershson and Hella A. Hershson Trust of June 5, 1998)

A Deed of Trust to secure an original indebtedness of \$25,000.00, and any other amounts or obligations secured thereby, recorded February 13, 2006 as Instrument No. 3347828.

Dated: February 1, 2006

Trustor: Greater Harvest COGIC, a Nevada non-profit corporation Trustee: Mc KEEHAN ESCROW COMPANY, a California corporation Beneficiary: BERNARD M. GREENBERG, Trustee of the GREENBERG

FAMILY TRUST dated 12-14-00.

IT IS FURTHER ORDERE THAT the Court shall waive the 14 day appeals process if there is no objection to the sale.

THOMAS E. CROWE PROFESSIONAL LAW CORPORATION

By /s/ THOMAS E. CROWE THOMAS E. CROWE, ESQ. 2830 S. Jones Blvd. #3 Las Vegas, NV 89146 Attorney for Debtor

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):
The court has waived the requirement of approval under LR 9021(b)(1).
No party appeared at the hearing or filed an objection to the motion.
I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:
I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

/s/THOMAS E. CROWE THOMAS E. CROWE, ESQ.

EXHIBIT 1

EXHIBIT 1

Commitment No. 121-2524155
Page Number: 1
Property Address: 1202 and 1225 Hillboro Ave
Reno, NV



First American Title Insurance Company

5310 Kietzke Lane, Suite 100 Reno, NV 89511-2043

July 12, 2017

The Law Offices of Charles R. Zeh, Esq. 575 Forest Street, Suite 200 Reno, NV 89509-1689

Phone: (775)323-5700

Title Officer:

Vickie A Taylor

Phone:

(775)823-6200

Order Number:

121-2524155

Escrow Officer:

Lori Callison

Phone:

(775)823-6200

Property:

1202 and 1225 Hillboro Ave, Reno, NV

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

Commitment No. 121-2524155
Page Number: 2
Property Address: 1202 and 1225 Hillboro Ave
Reno, NV

First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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greement to Issue Policy		Page 3	
Schedule A	ı		
1.	Commitment Date	4	
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4.	Description of the Land	4	
Schedule E	3-1 - Requirements		
Schedule E	3-2 - Exceptions		
Conditions			

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment,
please contact the issuing office.

Commitment No. 121-2524155

Page Number: 3

Property Address: 1202 and 1225 Hillboro Ave

Reno, NV

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

First American Title Insurance Company

Dennis J. Gilmore

President

Jeffrey S. Robinson

Secretary

By: Viche a. Taylor

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Form No. 1068-2 ALTA Plain Language Commitment

Commitment No. 121-2524155 Page Number: 4

Property Address: 1202 and 1225 Hillboro Ave

Reno, NV

Vickie A. Taylor **Authorized Signatory**

Commitment No. 121-2524155

Page Number: 5

Property Address: 1202 and 1225 Hillboro Ave

Reno, NV

SCHEDULE A

1. Commitment Date: July 03, 2017 at 7:30 A.M.

2. Policy or Policies to be issued:

Amount

a. ALTA Owner's Policy

\$To Be Determined

Proposed Insured: To Be Determined

3. (A) The estate or interest in the land described in this Commitment is:

Fee as to Parcels I and II and Easement as to Parcel IIA

(B) Title to said estate or interest at the date hereof is vested in:

Greater Harvest Church of God in Christ as to Parcel I and Greater Harvest Church of God in Christ, a Nevada non-profit corporation as to Parcel II

4. The land referred to in this Commitment is situated in the County of Washoe, State of Nevada, and is described as follows:

PARCEL I:

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST ¼ OF NORTHEAST ¼ OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 19 EAST, M.D.B.&M., AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT DESCRIBED AS A HALF INCH ROUND IRON PIPE SET IN CONCRETE AND ACCEPTED AS THE CENTER OF SAID SECTION 1;

THENCE NORTH 0°14'40" WEST, A DISTANCE OF 135 FEET ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION TO THE TRUE POINT OF BEGINNING, BEING AN IRON PIPE SUNK IN THE GROUND AND MARKED BY A BRASS TAG INSCRIBED R.E. 345;

THENCE NORTH 89°45'20" EAST, ASSUMED PARALLEL TO EAST-WEST QUARTER SECTION LINE, A DISTANCE OF 170 FEET;

THENCE NORTH 0°14'40" WEST, A DISTANCE OF 60 FEET TO AN IRON PIPE SUNK IN THE GROUND AND MARKED BY A BRASS TAG INSCRIBED R.E. 345;

THENCE SOUTH 89°45'20" WEST, A DISTANCE OF 170 FEET TO AN IRON PIPE SUNK IN THE GROUND AND MARKED BY A BRASS TAG INSCRIBED R.E. 345;

THENCE SOUTH 0°14'40" EAST, A DISTANCE OF 60 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 15 FEET OF SAID LAND AS DESCRIBED IN DEED TO THE CITY OF RENO, A MUNICIPAL CORPORATION OF THE STATE OF NEVADA, RECORDED APRIL 29, 1975, IN BOOK 887, PAGE 801, AS DOCUMENT NO. 362610, OFFICIAL RECORDS, WASHOE COUNTY, NEVADA.

Commitment No. 121-2524155

Page Number: 6

Property Address: 1202 and 1225 Hillboro Ave

Reno, NV

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 09, 2010, AS INSTRUMENT NO. 3920172, OF OFFICIAL RECORDS.

PARCEL II:

COMMENCING AT A POINT ON THE WEST LINE OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 19 EAST, M.D.B.&M., DISTANCE THEREON 280 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 1; SAID POINT BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED MAY 8, 1936, BY ALFRED H. TILLIS AND MELBA TILLIS, HIS WIFE, TO CARL LEWIS AND ANN LEWIS, HIS WIFE, BY DEED RECORDED IN BOOK 106 OF DEEDS, PAGE 134, RECORDS OF WASHOE COUNTY, NEVADA;

THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL OF LAND CONVEYED TO SAID CARL LEWIS AND ANN LEWIS, 124-1/2 FEET;

THENCE NORTH 20 FEET;

THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL OF LAND CONVEYED TO SAID CARL LEWIS AND ANN LEWIS, 124-1/2 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND CONVEYED AS AFORESAID;

THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID 40 ACRE TRACT A DISTANCE OF 105 FEET;

THENCE WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID 40 ACRE TRACT A DISTANCE OF 249 FEET TO A POINT ON THE WEST LINE OF SAID 40 ACRE TRACT; THENCE NORTHERLY ALONG THE WEST LINE OF SAID 40 ACRE TRACT 85 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN DEED FROM JOSEPH L. PALANY AND SADIE PALANY, HIS WIFE TO THE CITY OF RENO, A MUNICIPAL CORPORATION IN BOOK 893, PAGE 450, AS DOCUMENT NO. 365556, OFFICIAL RECORDS, DATED MAY 9, 1975, RECORDED MAY 28, 1975.

PARCEL IIA:

A NON-EXCLUSIVE RIGHT OF WAY FOR ROAD PURPOSES ACROSS THE FOLLOWING DESCRIBED REAL PROPERTY:

BEGINNING AT A POINT 195 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 1;

THENCE NORTH, ALONG THE WESTERLY LINE OF SAID NORTHEAST ¼, 15 FEET; THENCE EASTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID NORTHEAST ¼, 740 FEET:

THENCE AT A RIGHT ANGLE SOUTH, 15 FEET;

THENCE AT A RIGHT ANGLE WESTERLY, A DISTANCE OF 740 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF SAID LAND LYING WITHIN PARCEL II.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED February 13, 2006 AS INSTRUMENT NO. 3347828, OF OFFICIAL RECORDS.

Commitment No. 121-2524155 Page Number: 7

Property Address: 1202 and 1225 Hillboro Ave

Reno, NV

SCHEDULE B

SECTION ONE

REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): 15, 16 and 22
- (F) Other: None
- (G) You must give us the following information:
 - Any off record leases, surveys, etc.
 - Statement(s) of Identity, all parties.
 - 3. Other: None

The following additional requirements, as indicated by "X", must be met:

- [X] (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.
 - The Company's Owner's Affidavit form (attached hereto) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- [X] (I) An ALTA/NSPSsurvey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPSland title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- [] (J) The following LLC documentation is required from .

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Form No. 1068-2 ALTA Plain Language Commitment Commitment No. 121-2524155 Page Number: 8

Property Address: 1202 and 1225 Hillboro Ave

Reno, NV

	(K) The following partnership documentation is required from:	
[X]	(L) The following documentation is required from Greater Harvest Church of God in Christ , a Nevada non-profit corporation:	a
of t	to the close of escrow or the issuance of any policy of title insurance, we will require that a copy ne Corporate Resolutions for Greater Harvest Church of God in Christ, a Nevada non-profit oration be submitted to the Company for examination.	
	ence of proper filing and good standing in the State of Nevada of Greater Harvest Church of God nrist, a Nevada non-profit corporation.	
	(M) Based upon the Company's review of that certain partnership/operating agreement dated for the proposed insured herein, the following requirements must be met:	
	Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.	
[]	(N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.	d
[X]	(O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval	
[X]	(P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:	
Π	(Q) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.	
[]	(R) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.	
[]	(S) Financial statements from the appropriate parties must be submitted to the Company for review.	

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Form No. 1068-2 ALTA Plain Language Commitment

Commitment No. 121-2524155

Page Number; 9

Property Address: 1202 and 1225 Hillboro Ave

Reno, NV

[]	(T)	A copy of the construction contract must be submitted to the Company for review.
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(U) An inspection of the land must be performed by the Company for verification of the phase of construction,

Commitment No. 121-2524155

Page Number: 10

Property Address: 1202 and 1225 Hillboro Ave

Reno, NV

SCHEDULE B

SECTION TWO

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority
 that levies taxes or assessments on real property or by the public records.

 Proceedings by a public agency which may result in taxes or assessments, or notices of such
 proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests, or claims that are not shown by the public records but that could be ascertained by an inspection of the land or that may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights or, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

Exceptions 1-6 will be omitted on extended coverage policies

- 7. Water rights, claims or title to water, whether or not shown by the public records.
- 8. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the Office of the Washoe County Assessor, per Nevada Revised Statute 361.260.
- 9. Any taxes that may be due as provided under NRS 361.4725.
- 10. Any unpaid sewer service charges plus interest and penalties, which would create a lien and attach to said real property, pursuant to Chapter 7.20 of the Reno Municipal Code. Specific amounts may be obtained by calling (775)334-2095.

Commitment No. 121-2524155 Page Number: 11

Property Address: 1202 and 1225 Hillboro Ave

Reno, NV

11. Any unpaid charges due the Washoe County Sewer & Water District. Specific amounts may be obtained by calling the Washoe County Water Resources, Utility Services Division at P.O. Box 11130, Reno, NV 89520, (775)954-4601.

The following affects parcel(s) I.

12. Those taxes for the fiscal year July 1, 2017 through June 30, 2018, including any secured personal property taxes collected by the County Treasurer.

APN 008-490-20

Amount:

Status:

1st installment \$445.27 2nd installment \$0.00 3rd installment \$0.00 4th installment \$0.00

Total

\$445.27

Note: Said taxes become a lien on July 1, 2017, each installment will become due and payable on the following dates:

1st installment is due on the 3rd Monday of August, 2017.

2nd installment is due on the 1st Monday of October, 2017.

3rd installment is due on the 1st Monday of January, 2018.

4th installment is due on the 1st Monday of March, 2018.

Each installment will become delinquent ten (10) days after due.

- 13. Reservations, exceptions and provisions, as contained in Patent conveying the land.
- 14. An easement as granted to Sierra Pacific Power Company and Bell Telephone Company of Nevada, to construct, operate and maintain electric power and communication lines and incidental purposes, by instrument recorded in Book 247, as Document No. 292715, Deed Records.
- 15. A Deed of Trust to secure an original indebtedness of \$150,000.00, and any other amounts or obligations secured thereby, recorded September 09, 2010 as Instrument No. 3920173.

Dated:

April 20, 2010

Trustor:

Greater Harvest Church of God in Christ

Trustee:

Property Guarantee Company, Inc., a California

corporation

Beneficiary:

Fidelity Coastal Funding Company, Inc., a California

corporation

 The beneficial interest under the Deed of Trust was assigned to Nelson Shrager, an unmarried man by Assignment recorded September 09, 2010 as Instrument No. 3920174 of Official Records.

Commitment No. 121-2524155 Page Number: 12

Property Address: 1202 and 1225 Hillboro Ave

Reno, NV

- The beneficial interest under the Deed of Trust was assigned to Charles H. Hershson and Hella A. Hershson, Trustees of the Charles H. Hershson and Hella A. Hershson Trust of June 5, 1998 by Assignment recorded September 09, 2010 as Instrument No. 3920175 of Official Records.
- A document recorded March 28, 2017 as Instrument No. 4690556 of Official Records provides that PLM Lender Services, Inc., a California corporation was substituted as trustee under the Deed of Trust.
- A Notice of Default recorded March 28, 2017 as Instrument No. 4690557 of Official Records.

A Notice of Trustee's Sale recorded June 30, 2017 as Instrument No. 4719498 of Official Records.

16. A Claim of Lien recorded May 16, 2017as Instrument No. 4704672 of Official Records.

Lien Claimant: City of Reno

Amount:

\$ 414.34

affects parcel(s) II.

The following

17. Those taxes for the fiscal year July 1, 2017 through June 30, 2018, including any secured personal property taxes collected by the County Treasurer.

APN 008-490-21

Amount:

Status:

1st installment \$10.00

2nd installment \$0.00

3rd installment \$0.00

4th installment \$0.00

Total

\$10.00

Note: Said taxes become a lien on July 1, 2017, each installment will become due and payable on the following dates:

1st installment is due on the 3rd Monday of August, 2017.

2nd installment is due on the 1st Monday of October, 2017.

3rd installment is due on the 1st Monday of January, 2018.

4th installment is due on the 1st Monday of March, 2018.

Each installment will become delinquent ten (10) days after due.

- 18. Reservations, exceptions and provisions, as contained in Patent conveying the land.
- 19. An Easement for sewer pipelines and incidental purposes, recorded April 1, 1963 in Book No. 677, Page 217 of Deed Records as Instrument No. 381166.
- 20. A Record of Survey filed in File 1800 of Surveys Map recorded November 20, 1985 as Instrument No. 1035393 of Official Records.

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- 21. The terms and provisions contained in the document entitled Private Drive Maintenance Agreement recorded December 20, 1985 in Book No. 2268, Page 570 as Instrument No. 1041561 of Official Records.
- 22. A Deed of Trust to secure an original indebtedness of \$25,000.00, and any other amounts or obligations secured thereby, recorded February 13, 2006 as Instrument No. 3347828.

Dated:

February 1, 2006

Trustor: Trustee:

Greater Harvest COGIC, a Nevada non-profit corporation Mc KEEHAN ESCROW COMPANY, a California corporation

Beneficiary:

BERNARD M. GREENBERG, Trustee of the GREENBERG

FAMILY TRUST dated 12-14-00

The following affects all parcel(s).

- 23. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS Survey.
- 24. Rights of parties in possession of the land by reason of unrecorded leases and all parties claiming by, through or under said lessees or tenants, if any, that would be disclosed from an inquiry of the parties, or by an inspection of the land.

INFORMATIONAL NOTES

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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CONDITIONS

1. DEFINITIONS

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One or eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



First American Title Insurance Company 5310 Kietzke Lane, Suite 100 Reno, NV 89511-2043 (775)823-6200

INCOMING DOMESTIC WIRE INSTRUCTIONS

Beware of cyber-crime! If you receive an e-mail or any other communication that appears to be generated from a First American Title Insurance Company employee that contains new, revised or altered bank wire instructions, consider it suspect and call our office at a number you trust.

** Our Wire Instructions Do Not Change. **

Funds from other than buyer or seller: Other than funds from a designated lender, real estate agent or broker, or the attorney of record, we will only accept incoming wires that are from the buyer or seller on a transaction. Other third party deposits not accompanied by appropriate instructions will be returned to the remitter.

Funds from a U.S. Bank: Funds should be wired from a bank within the United States. Notify our office at (775)823-6200 when you have transmitted your wire.

Funds from a non-U.S. Bank: If your funds are being wired from a non-U.S. bank, additional charges may apply. Contact our office for Incoming International Wiring Instructions.

ACH Transfers are NOT wire transfers: An ACH transfer is not immediately available funds and requires additional time for clearance. An ACH transfer cannot be accepted for an imminent closing. Acceptance of ACH transfers are subject to state law. Contact our office at (775)823-6200 prior to sending funds by ACH transfer.

Contact our office at (775)823-6200 when funds are sent.

PAYABLE TO:

First American Title Insurance Company

BANK:

First American Trust, FSB

ADDRESS

Attn: Banking Services M/S #4 5 First American Way, Santa Ana, CA

92707

ACCOUNT NO .:

3012490000

ROUTING NUMBER

122241255

PLEASE REFERENCE THE FOLLOWING:

PROPERTY:

1202 and 1225 Hillboro Ave, Reno, NV 89512

FILE NUMBER:

121-2524155

FIRST AMERICAN TRUST, FSB CONTACT INFO: Banking Services (877)600-9473

WIRES MAY BE RETURNED IF THE FILE NUMBER AND PROPERTY REFERENCE ARE NOT INCLUDED

Commitment No. 121-2524155

Page Number: 16

Property Address: 1202 and 1225 Hillboro Ave

Reno, NV

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

EXHIBIT 2

EXHIBIT 2

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Escrow Instructions, ("Agreement") is made as of the Effective Date as defined in Section 5.13 hereof by and between and the Housing Authority of the City of Reno, a municipal organization and body politic of the State of Nevada ("Buyer"), with an address at 1525 East Ninth Street, Reno, Nevada 89512-3012 and Greater Harvest Church of God in Christ and/or Greater Harvest Church, (collectively known as "Seller"), with an address at 1202 Hillboro Avenue, Reno, Nevada, 89512.

RECITALS

- A. Seller is the owner of two (2) parcels of land, commonly known as 1202 Hillboro Avenue (APN 008-490-20) and 1225 Hillboro Avenue (APN 008-490-21) consisting of approximately 0.75 acres (in total, the "Land"), and legally described in Exhibit "A."
- B. Buyer desires to purchase the Land from Seller, and Seller desires to sell the Land to Buyer upon the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the obligations and undertakings hereinafter set forth, and in consideration of the sums to be paid by Buyer, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer hereby agree as of the Effective Date as follows:

ARTICLE I

Purchase and Sale of the Land

Section 1.1 Purchase.

For the consideration hereinafter set forth and upon satisfaction (or waiver as hereinafter provided) of the terms, covenants and conditions contained herein, through the Escrow established in accordance with Article IV hereof, Seller agrees to and shall sell and convey to Buyer, and Buyer agrees to and shall purchase from Seller, on or before the Closing Date (which is defined herein as the 110th day after opening of escrow unless the Closing Date is extended as provided herein or as provided by written agreement of the parties, in which case the Closing Date is defined as such extended date), all right, title and interest of Seller in and to the Land and Improvements, including, but not limited to:

(a) The real property and improvements as described in Exhibit A, free and clear of liens and encumbrances except as specifically consented to in writing by Buyer.

- (b) All buildings, fixtures, utility lines, irrigation facilities, structures, personalty, and improvements that may be located on the Land are called collectively the "Improvements." The Land and Improvements (if any) are collectively called the "Property." The Property includes all easements, licenses, interests, rights, privileges, and appurtenances held by Seller as of the Close of Escrow that in any way benefit the Land or the Improvements or relate to the ownership, maintenance, or operation of the Land or the Improvements, including, without limitation: (i) any and all mineral, water, and irrigation rights running with or pertaining to the Land; (ii) all of Seller's interest in any road, street, or alleyway adjoining the Land; (iii) any rights or interests that may accrue to the benefit of Seller or the Land as a result of the abandonment of any road, street, or alleyway adjoining the Land; (iv) any and all replacements, renewals, substitutions, and additions of or to the Property that may be made or acquired after the Opening of Escrow; and (v) all options or renewal rights associated with any of the Property.
 - (c) All Personal Property used in or related to the operation of the real property, including, but not limited to, all HVAC equipment, window dressings, light fixtures, furniture, security cameras, alarms, televisions and any other Personal Property which is located in or about the Property with any useful life.

Section 1.2 Opening of Escrow and Completion of Purchase.

Within three (3) days following the Effective Date of the Agreement, Buyer and Seller shall open an escrow with a title company ("Escrow Holder") set forth below. The purchase and sale shall be consummated in escrow and escrow shall close on or before the 110th day following the opening of escrow, unless escrow is extended as provided for herein.

Section 1.3 Purchase Price.

The purchase price for the Land (the "Purchase Price") shall be Four Hundred Forty-nine Thousand Dollars and No Cents (\$449,000), subject to Buyer's contingencies of Section 2.2 below. The Purchase Price is to be paid as follows:

- (a) Buyer will deposit One Thousand Dollars and No Cents (\$1,000) ("Earnest Money") and a fully-executed counterpart of the Agreement into Escrow within 3 days after Escrow Agent's receipt of a fully-executed counterpart of this Agreement executed by Seller.
- (b) Escrow Holder (defined in Section 1.5(a)) shall maintain the Earnest Money in an interest-bearing and federally insured account acceptable to Buyer and Seller. All interest on the Earnest Money will accrue for the benefit of the party entitled to the Earnest Money under this Agreement. If the Escrow closes, the Earnest Money will be credited and applied for the benefit of Buyer by the Escrow Agent to the Purchase Price.

Section 1.4 <u>Disposition of the Deposit.</u>

(a) If the sale of the Land is closed as set forth herein or any extension date provided for herein or by the mutual written consent of the parties hereto, which shall not be unreasonably

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withheld, then monies held as the deposits at the close of escrow, whether or not released to the Seller, shall be applied to the Purchase Price (unless otherwise provided for herein as in Section 1.3) and the balance of the Purchase Price, less adjustments provided for herein, shall immediately be paid at close of escrow by the Escrow Holder to the Seller.

- (b) If the sale of the Land is not closed by the Closing Date (or any such extension date) owing to Seller's material failure of performance of this Agreement, then Buyer shall be entitled to (1) specific performance, or (2) at the option of the Buyer, this Agreement may be deemed terminated and Seller shall refund to Buyer an amount equal to all Earnest Money deposits made by Buyer, within 30 days of Buyer's written demand.
- (c) If the sale of the Land is not closed by the Closing Date (or any such extension date) owing to Buyer's material failure of performance of this Agreement, then all Earnest Money deposits actually made by Buyer shall be forfeited by Buyer and the sum thereof shall go to Seller forthwith as Seller's liquidated damages in full and in lieu of any other remedies, whether at law or in equity that otherwise might be available to the Seller. Buyer and Seller agree that the amount is not unreasonably large, is reasonable in the light of the anticipated or actual harm caused by the breach, proof of loss is highly difficult to prove, and available remedies are inconvenient and nonfeasible.

Section 1.5 <u>Escrow Holder and Title Company Escrow Provisions.</u>

- (a) Buyer and Seller hereby appoint First American Title as the Escrow Holder and as Title Company.
- (b) The Title Company shall file all necessary information, reports, returns and statements regarding this transaction as required by Section 6045 of the Internal Revenue Code.
- (c) If this transaction fails to close because of Seller's material default under this Agreement, Seller shall be liable for Escrow Holder's and Title Company's expenses, fees and cancellation charges. If this transaction fails to close because of Buyer's material default under this Agreement, Buyer shall be liable for Escrow Holder's and Title Company's expenses, fees and cancellation charges. If this transaction fails to close for any other reason, the parties shall each be responsible for the payment of one-half of Escrow Holder's and Title Company's expenses, fees, and cancellation charges. Any such expenses, fees or cancellation charges of the Title Company shall be reasonable and customary.

Section 1.6 Conditions of Title of Property.

At close of Escrow, Seller shall convey to Buyer good and marketable fee simple title to the Land and to the matters set forth in Sections 1.1(b), free and clear of all encumbrances, liens, ground leases, rental agreements, claims or rights of re-entry or forfeiture and all other matters effecting title, possession or use, except for the Permitted Exceptions as defined in Section 2.3 below.

ARTICLE II

Conditions Precedent and Subsequent to Buyer's and Seller's Obligations

Section 2.1 Buyer's Due Diligence.

Buyer shall have 90 days from the Effective Date (the "Feasibility Period") to conduct its due diligence investigation of the Property. The expiration of this period is the "Feasibility Date." During the Feasibility Period, the Buyer shall be entitled to inspect the Property, to conduct such tests, surveys, analyses and feasibility studies of the Property as Buyer deems necessary, and to meet with governmental entities regarding the Property. Without limiting the generality of the foregoing, Buyer (and persons or authority to go upon the Property) shall, subject to prior notice to Seller, have the right and authority to go upon the property from time to time on one or more occasions, for inspection and investigations including, without limitation (I) determining the adequacy, cost and availability of utilities, water rights, access, zoning and other restrictions on the use of the Property; (2) performing environmental, soils and subsoil tests, engineering and drainage studies; (3) inspection of the physical improvements of the Property; (4) and to do all other things reasonable and necessary to determine the condition and suitability of the Property, generally, and for Buyer's uses and purposes,

- (a) Within five (5) days after the Effective Date, Seller shall provide Buyer with all of the following which are in Seller's possession or reasonable control: all books, records, leases and other documentation as well as all available information concerning the physical condition of the Property, including, but not limited to, bills, tax filings, surveys, title insurance policies, permits, plans and specifications, building inspection approvals, certificates of occupancy, notices of completion, covenants, conditions and restrictions, soil tests, topography studies, archaeological tests, engineering reports, maintenance records, marketing studies, maintenance reports, appraisals, zoning reports, zoning stipulations, environmental site assessment studies, reports related to the Property or the operations thereon and any letters, documents or notices concerning pending or threatened legal actions, and notices of violations of any laws as pertain to the Property.
- (b) Buyer shall be solely responsible for its due diligence investigation and for the consequences of its decisions based thereupon.
- (c) As soon as is reasonably practical following the Opening of Escrow, Buyer may, at Buyer's sole cost, cause to be prepared an ALTA/ACSM Land Title Survey ("Survey") of the Property. The Survey, if any, shall be certified to Buyer, Seller, and Escrow Agent, and Buyer shall cause a copy of the Survey, if any, to be delivered to Seller and Escrow Agent.
- (d) Seller agrees to reasonably cooperate with Buyer in connection with the tests, investigation and inspection of the Property. Seller grants to Buyer and Buyer's agents, employees, or contractors the right to enter upon the Property, at all reasonable times during the term of this Escrow, to conduct any surveys, feasibility studies, physical inspections, environmental testing, due diligence investigations, economic studies, marketing reports, or other

tests (collectively, the "Buyer Investigations") deemed necessary by Buyer, in its sole discretion, to determine the economic, physical, developmental, and operational feasibility of Buyer's purchase of the Property. Seller agrees to cooperate in a reasonable manner with Buyer and its agents, employees, and contractors in the performance of the Buyer Investigations. To the extend Buyer damages or disturbs the Property, Buyer will return the Property to substantially the same condition that existed prior to the Buyer Investigation.

- (e) Buyer shall indemnify and hold Seller harmless regarding any cost, damage, lien, loss, liability, or judgment received by third parties and proximately caused by Buyer's Due Diligence. If Buyer determines, in Buyer's sole and absolute discretion or judgment, that the Property is not suitable, Buyer shall notify Seller and Escrow Agent in writing on or before expiration of the Feasibility Period and upon such notice this Agreement shall terminate. Escrow Agent shall return the Earnest Money Deposit to Buyer and neither Buyer nor Seller shall have any further obligations hereunder. Should Buyer fail to give such notice of non-suitability, on or before the Feasibility Date, or if Buyer notifies Seller that the Property is suitable for the purposes contemplated hereby, Buyer's right to object pursuant to this Section 2.1 shall be waived, be of no further force and effect, and may not be used as a reason for not closing Escrow, even if a reason for non-suitability is subsequently discovered.
- (f) Seller shall have no responsibility or liability of any nature for Buyer's due diligence investigation or the costs or results thereof. Unless they are the result of a material breach by Seller of this Agreement or of a material misrepresentation or failure to disclose material information that Seller is required to disclose by law or this Agreement, or of a material breach of Seller's express warranties set forth in Article III, Buyer shall be solely responsible for any and all repairs, modifications or remediation that are required or that Buyer deems necessary or desirable for the Land, should Escrow close.
- (g) Buyer shall repair any damage to the Land caused by its tests or inspections and shall indemnify and hold Seller harmless as provided in Section 2.1(e), except that Buyer shall have no liability for disclosure to or discovery by third parties of the results of such tests or inspections.

Section 2.2 <u>Buyer's Conditions Precedent.</u>

The following are conditions precedent to Close of Escrow and Buyer's performance hereunder, and unless expressly waived by an authorized officer of Buyer in writing or waived or satisfied as set forth herein on or before the date provided for herein for such reason to be discovered, and/or action or decision to be taken or made, e.g., the Feasibility Date, Buyer may terminate this Agreement and no further rights or obligations shall be owed between Buyer and Seller, except as may be otherwise provided in this Agreement:

(a) Acceptance by Buyer of the results of its due diligence investigation, under Section 2.1 above, and of any and all costs, requirements or consequences to Buyer thereof, unless otherwise agreed by the parties in writing.

- (b) Approval by Buyer of entitlements for its contemplated uses of the Land, including reconfiguration, if Buyer deems necessary, of roadways serving or upon the Land.
- (c) The Land shall be in substantially the same physical condition and repair as on the Effective Date, damage directly caused by Buyer or Buyer's due diligence excepted.
- (d) Approval by Buyer of condition of title to the Land, as set forth under Sections 1.6 and 2.3, herein.
 - (e) Compliance by Seller with Section 4.6 hereof.

Section 2.3 Approval of Condition of Title.

- Within five (5) days after the Opening of Escrow, Seller will cause Title Company to deliver to Buyer a copy of the Preliminary Title Report relating to the Land ("Preliminary Title Report"), issued by Title Company together with complete and legible copies of all documents and instruments referenced therein or claimed as exceptions to coverage in the Preliminary Title Report and commitment for title insurance, including those establishing Seller's clear title to the Land, and, if available to the Title Company, a plat map of the Land showing the location, nature and physical configuration of all easements, profits and other liens encumbering the Land. The arrangements for securing, however, any such plat map from the Title Company shall be solely between the Buyer and the Title Company, at Buyer's expense. Seller makes no representation or warranty with respect to such plat map. In the event such a plat map should come into the possession of the Seller, Seller will supply the same to the Buyer for Buyer's inspection and copy at Buyer's expense. By execution of this Agreement, Seller certifies that Seller has no unrecorded documents in its possession or under its control effecting title or use of the Land. Seller shall also deliver to Buyer copies of any agreements, commitments or other arrangements whereby Title Company agrees to insure against any risk it would not insure against absent such agreement, commitment or arrangement (i.e., whereby Title Company agrees to "write around" some matter). Not later than ten (10) business days following receipt by Buyer of the Preliminary Title Report and all copies as stated, unless such period be waived by Seller, Buyer shall approve or disapprove the condition of the title by written notice to Seller and Escrow Holder. In the absence of Buyer's written notice of disapproval on or before such date, the condition of title to the Land shall be deemed approved by Buyer.
- (b) All matters shown on the Preliminary Title Report that are not disapproved or deemed approved by Buyer as set forth in (a) hereinabove shall be deemed to be permitted exceptions (the "Permitted Exceptions").
- (c) Buyer shall determine at Buyer's sole cost and expense that the condition of title to the water rights being conveyed to Buyer, if any, is acceptable to Buyer.

Section 2.2 Bankruptcy Court Approval.

- (a) Seller is currently under the protection of Chapter 11 of the United States Bankruptcy Code. As an entity subject to the jurisdiction of a Bankruptcy Court, Buyer and Seller agree and acknowledge that the sale of the property covered in this Agreement is conditioned upon the Bankruptcy Court issuing an order approving this transaction. Seller shall undertake all reasonable efforts to obtain the Courts's approval for such action on a timely basis.
- (b) Should the Bankruptey Court's approval be delayed as a result of procedural requirements of Court, all deadlines set forth in this Agreement shall be tolled for the amount of time that the approval was delayed.

ARTICLE III

Buyer's and Seller's Representations and Warranties

Section 3.1 Representations and Warranties.

Buyer and Seller warrant and represent each to the other (as applicable) that all of the following facts are true and correct as of the date hereof and shall remain true and correct as of the date of close of Escrow. The continuing truth and accuracy of the following statements of fact shall constitute a condition to the close of Escrow:

- (a) Buyer represents and warrants that it has the legal power, right and authority to enter into this Agreement and the instruments to be executed pursuant to this Agreement, and to consummate the transactions contemplated hereby, except as stated in Section 6.3.
- (b) Seller represents and warrants that it has the legal power, right and authority to enter into this Agreement and the instruments to be executed pursuant to this Agreement, and to consummate the transactions contemplated hereby, except as stated in Sections 2.2 and 6.3.
- (c) Seller has no actual knowledge that Seller or the Land is the subject of any investigation as to whether either is in violation of any laws, ordinances, rules, requirements, resolutions, policy statements and regulations (including, without limitation, those relating to land use, subdivision, zoning, environmental, toxic or hazardous waste, occupational health and safety, water, earthquake hazard reduction and building and fire codes) affecting the Land.
- (d) Seller has no actual knowledge, except as Seller discloses in writing to Buyer during the Feasibility Period, of any underground storage tanks or of the presence of any hazardous substances, pollutants, contaminants or hazardous wastes, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act ("RCRA") as amended, or any other similar local, state or federal law, rule or regulation, including, without limitation, asbestos,

PCB's and ureaformaldehyde having been produced, released, stored or deposited over, under or upon the Land by any person whatsoever, or of any allegations, claims or past or present investigations as to whether any of the foregoing has occurred or is planned to occur.

- (e) Seller has no actual knowledge of any non-disclosed claim, contract, lawsuit, governmental action, right or interest affecting the Land, or the right and ability of Seller to convey good title to Buyer as provided herein.
- (f) As of the Effective Date, Seller is not, and as of Close of Escrow, shall not be a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code of 1986, as amended (the "FIRPTA Representation").
- (g) The materials supplied by Seller which are delivered to Buyer in accordance with Section 4.6(b) are accurate and complete copies of the same.
- (h) There are no leases, contracts, service agreements or any other similar or related interests held by any third party to the Property which shall survive the Closing for more than thirty (30) days thereafter and which true, accurate and complete copies of the same have not been delivered to the Buyer as part of the materials supplied by the Seller.
- (i) Buyer is purchasing the Land and Improvements "AS IS," subject to Buyer's own due diligence. Except as expressly stated in this Agreement, neither party makes any representations nor warranties whatsoever regarding the Land or this Agreement.

ARTICLE IV

Escrow

Section 4.1 Agreement to Constitute Escrow Instructions.

This Agreement shall constitute Escrow Instructions and a fully executed copy hereof shall be deposited with the Escrow Holder for this purpose by the party last to sign this Agreement. Escrow Holder shall establish the Effective Date, and shall provide and maintain, and publish to the parties, a schedule of relevant dates.

Section 4.2 Escrow Holder,

This escrow ("Escrow") shall be with First American Title ("Escrow Holder") as the escrow holder and as the issuing agent for the title company situated at Reno, Nevada.

Section 4.3 Opening of Escrow.

Upon the execution of this Agreement by the last party to sign, Escrow shall open within three (3) days of the Effective Date as defined in Section 5.13 hereof, at which time a fully signed copy of this Agreement shall be deposited with Escrow Holder. The phrase "date of

opening escrow," and any similar phrase shall mean the date of the aforesaid deposit of a fully signed copy of this Agreement, unless the context clearly indicates to the contrary.

Section 4.4 Escrow Closing Date.

Escrow shall close on or before the Closing Date, as the same may have been extended in accordance herewith, unless otherwise agreed in writing. The phrase "Close of Escrow" and any similar phrase shall mean the date the requirements of Section 4.7 are satisfied, unless the context clearly indicates to the contrary.

Section 4.5 <u>Certain Obligations of Buyer.</u>

In addition to any other obligations contained in this Agreement, at or before Close of Escrow, Buyer shall deposit with Escrow Holder:

- (a) All funds pursuant to Section 1.3 hereinabove.
- (b) All other documents and amounts required by this Agreement to be deposited by Buyer prior to Close of Escrow.

Section 4.6 Certain Obligations of Seller.

In addition to any other obligations contained in this Agreement, on or before close of Escrow, Seller shall deposit with Escrow Holder:

- (a) Seller's Grant, Bargain and Sale Deed (the "Deed") conveying the Land to Buyer in form and substance substantially as required by this Agreement.
- (b) All other documents required by this Agreement to be deposited by Seller prior to Close of Escrow.

Section 4.7 Conditions to the Close of Escrow.

Escrow shall not close unless and until:

- (a) Both parties have deposited with Escrow Holder all amounts and other documents required as provided in the Sections hereinabove entitled "Certain Obligations of Buyer" and "Certain Obligations of Seller."
- (b) All of the conditions set forth in Article II of this Agreement have been waived, satisfied or deemed satisfied as provided by this Agreement.
 - (c) Title Company is prepared to issue the policy of title of Section 4.8 below.

(d) Escrow Holder shall be prepared to deliver to Buyer, Seller's fully executed Nonforeign Affidavit in form reasonably satisfactory to Buyer.

Section 4.8 Title Policy.

Prior to Close of Escrow, Buyer shall obtain written notification from Escrow Holder that Title Company shall issue to Buyer at the Close of Escrow a CLTA Owner's Policy of Title Insurance in the amount of the Purchase Price subject only to current taxes, easements and rights of way of record, any standard printed title company exceptions, and any other title exceptions approved by Buyer hereunder as Permitted Exceptions.

Section 4.9 Recording of Deed and Delivery of Funds.

Upon satisfaction or waiver of the conditions precedent specified in this Article and elsewhere in this Agreement, unless otherwise instructed by both parties, Escrow Holder shall close Escrow by recording the Deed with the Washoe County Recorder and by disbursing the funds and documents as required by this Agreement.

Section 4.10 Prorations.

- (a) Real property taxes shall be prorated between Buyer and Seller as of the Close of Escrow based on the latest available tax information. Buyer shall not be responsible for any applicable agricultural deferment taxes, which shall be the responsibility of Seller, unless otherwise agreed.
- (b) Said prorations shall be based on a thirty (30) day month and a three hundred sixty (360) day year.

Section 4.11 Cost of Escrow.

- (a) Seller shall pay:
 - (1) One-half (1/2) of the Escrow fee;
 - (2) One-half (1/2) of all recording fee, if any; and
 - (3) The cost of any of Seller's other obligations hereunder.
- (b) Buyer shall pay:
 - (1) One-half (%) of the Escrow fee;
 - (2) One-half (1/2) of all recording fees, if any;
 - (3) The cost of an ALTA survey, if any.
 - (4) Any costs relating to the transfer of the water rights to Buyer.
 - (5) The cost of a standard coverage CLTA Owner's Policy of Title Insurance in the amount of the Purchase Price; and,
 - (6) The cost of any of Buyer's other obligations hereunder.

- (c) Any costs not included in this Section shall be paid as is customary in the Reno, Nevada area.
- (d) The Title Company shall file all necessary information, reports, returns and statements regarding this transaction as required by Section 6045 of the Internal Revenue Code.

Section 4.12 Manner of Taking Title.

At Closing, Buyer shall take title to the Land in its own name or such other entity as Buyer in its discretion determines, and Seller shall execute and deliver the Deed as required, provided, however, that Buyer shall remain liable for the obligations under this Agreement as if no assignment had been made.

Section 4.13 Default and Damages.

In addition to the rights of Section 1.4, and provided elsewhere in this Agreement, if Buyer materially fails through no fault of Seller to perform any material act required to be performed hereunder, then Seller may terminate this Agreement by notice in writing to the Buyer and Escrow Holder ("Notice of Termination") and the Seller shall thereupon be released from its obligation under this Agreement provided further, that Buyer's failure to perform is not due to an act, omission or default by Seller. Upon receipt of the Notice of Termination, Escrow Holder is hereby instructed to terminate this Escrow. The default of Buyer shall only be possible after all conditions, which Seller is required to satisfy, have been satisfied.

Section 4.14 Specific Performance.

In addition to the rights of Section 1.4, and provided elsewhere in this Agreement, in the event Seller materially fails through no fault of Buyer, to close Escrow or to perform any material obligation under this Agreement, then Buyer may enforce this Agreement by an action for specific performance. The default of Seller shall only be possible after all conditions, which Buyer is required to satisfy, have been satisfied.

Section 4.15 Termination of Agreement.

Subject to the provisions set forth in this Agreement, in the case of termination of this Agreement for any reason as permitted herein, and upon written demand of Seller or Buyer, the documents deposited into Escrow by Seller and Buyer shall be returned to them.

ARTICLE V

General Provisions

Section 5.1 <u>Time is of the Essence</u>.

Time is of the essence for this Agreement. The time for the performance of any obligation or the taking of any action under this Agreement will be deemed to expire at 5:00 p.m. (Reno time) on the last day of the applicable time period established in this Agreement. In calculating any time period in this Agreement which commences upon the receipt of any notice, request, demand, or document, or upon the happening of an event (e.g., the Opening of Escrow), the date upon which the notice, request, demand, or document is deemed received, as determined above, or the date an event occurs (or is deemed to have occurred) is not included with the applicable time period, but the applicable time period will commence on the day immediately following. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday, or legal holiday, the time for performance or taking such action will be extended to the next succeeding day which is not a Saturday, Sunday, or legal holiday and during which the Escrow Agent is open for business.

Section 5.2 Attorney's Fees.

In any action between Buyer and Seller seeking enforcement of any of the terms and provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 5.3 Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted to be given pursuant hereto shall be in writing and shall, subject to Section 5.1 be deemed to have been given and received upon (i) receipt, if hand delivered, (ii) transmission, if delivered by facsimile transmission, with electronic confirmation of said receipt, (iii) the next business day if delivered by express delivery service or overnight courier service, or (iv) the third business day following the day of deposit of such notice in registered or certified mail, return receipt requested.

(a) Notices shall be provided to the addresses (or facsimile numbers, as applicable) specified below:

If to Seller

Greater Harvest Church of God in Christ Greater Harvest Church P.O. Box 20074 Las Vegas, NV 89112 If to Buyer

Housing Authority of the City of Reno 525 East Ninth Street Reno, NV 89512-3012
Attn: Army Jones (775) 329-3630 ext. 210 (775) 786-1712 (fax)
Email: Ajones@renoha.org

With a Copy to:

Thomas E. Crowe Professional Law Corporation 2830 S. Jones Blvd. Suite 3 Las Vegas, NV 89146 Attn: Thomas E. Crowe, Esq. (702) 794-0373 Email: tcrowe@thomascrowelaw.com With a Copy to:

The Law Offices of Charles R. Zeh, Esq. 575 Forest Street, Suite 200 Reno, Nevada 89509
Attn: Charles R. Zeh, Esq. (775) 323-5700
(775) 786-8183 (fax)
Email: crzeh@aol.com

- (b) Seller or Buyer may at any time change its address for such notices by giving to the other a notice in writing of such change.
- Section 5.4 <u>Construction</u>. Unless the context of this Agreement clearly requires otherwise or unless otherwise expressly stated in this Agreement, this Agreement shall be construed in accordance with the following:
- (a) <u>Use of Certain Words</u>. References to the plural include the singular and to the singular include the plural and references to any gender include any other gender. The part includes the whole; the terms "include" and "including" are not limiting; and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (b) <u>References</u>. References in this Agreement to "Articles," "Sections," or Exhibits are to the Articles and Sections of this Agreement and the Exhibits to this Agreement. Any reference to this Agreement includes any and all amendments, extensions, modifications, renewals, or supplements to this Agreement.
- (c) Governing Law. This Agreement shall be construed according to the laws of the State of Nevada, without giving effect to its conflict of laws principles.

Section 5.5 Entire Agreement.

This Agreement contains all of the agreements of the Buyer and the Seller hereto with respect to the Property and the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest and expressly stating that it is an amendment to this Agreement.

Section 5.6 Headings.

The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

Section 5.7 Severability.

This Agreement has been drafted on the basis of mutual contributions of language and has been reviewed by all parties with their respective legal counsel, and it is not to be construed against any party hereto as having drafted this Agreement. If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null, or void or against public policy, for any reason, or shall be held by any Court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

Section 5.8 Counterparts.

This Agreement may be executed in any number of counterparts, each of which, including facsimiles thereof, shall be an original but all of which shall constitute one and the same instrument. Facsimile signatures shall be acceptable and binding upon the parties, so long as the original signature is provided within 5 days thereof.

Section 5.9 Waivers.

No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.

Section 5.10 Seller's Affidavit.

Seller shall deliver to Escrow Holder at the Closing of this Escrow an affidavit executed by Seller under penalty of perjury, stating Seller's United States Taxpayer identification number or social security number (s) and that Seller is not a foreign entity or person, in accordance with Internal Revenue Code Section 1445 (b)(2). Escrow Holder shall deliver a copy of the same to Buyer.

Section 5.11 Survival.

All covenants and agreements of the parties, including, but not limited to, all indemnity obligations, which, by the context of this Agreement, are to be performed after or are to survive the termination of this Agreement or the Closing, shall, as the case may be, survive the Closing or the Termination of this Agreement.

Section 5.12 Binding Effect.

This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, and permitted successors and assigns.

Section 5.13 Effective Date.

As used herein the "Effective Date" shall be the latest date shown below next to the signatures of the parties.

Section 5.14 Assignment.

Buyer may not assign or otherwise transfer any of its rights under this Agreement without the prior written consent of Seller, which consent may be granted or withheld in Seller's sole and absolute discretion except that Buyer may assign this Agreement to a related entity without Seller's approval. In connection with any approved assignment (a) the assignee shall assume the obligations of Buyer hereunder pursuant to an assignment agreement which inures to the benefit of and is enforceable by Seller, and (b) Seller shall be provided with an executed copy of the assignment agreement at least seven (7) business days prior to the Closing. No assignment shall release Buyer from any of its obligations under this Agreement unless expressly agreed in writing by Seller. Except as limited by the terms of this Section 5.14, this Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Section 5.15 Advice and Understanding.

The parties have had opportunity to consult legal and other expert advice regarding this Agreement, and so sign it freely, voluntarily, without duress or coercion, knowing and understanding its contents and effect, in their described capacities.

ARTICLE VI

Additional General Provisions

Section 6.1 Brokers.

Each party represents and warrants to the other that it has not engaged or dealt with any broker or any other person who would be entitled to any brokerage commission concerning this purchase of the Property. Each party agrees to indemnify and hold the other entirely free and harmless for, from, and against any loss, damage, liability, or expense (including, without limitation, attorney fees) arising from any claim by any broker or any other person for brokerage commission because of any act or omission of such party or its representatives. Each party further agrees to defend the other at its sole cost and expense from any such claims. As used in this Agreement, the term "broker" will refer to any real estate broker, salesperson, agent, listing agent, finder, or any other person entitled to a commission, and the term "commission" will refer to any brokerage, advisory, or finder's fees or commission.

Section 6.2 Further Assurances.

Each of the parties hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may reasonably be required to carry out the intent and purpose of this Agreement. Seller agrees to remove the Land from the market during the time that this Agreement is in effect.

Section 6.3 Board Approval.

This Agreement and any amendments thereto are subject to final approval by the respective board of directors of Buyer and Seller, and it shall be conclusively presumed upon the signature of an officer or other agent of a party apparently authorized in writing to sign and bind such party, that such approval was duly and regularly given by the board of directors of that party, further, each individual so signing, for the purpose of inducing reliance on that individual's authority, individually and personally represents and warrants to any person relying on such signature that such individual, in fact, is duly authorized to sign and bind the party that such individual purports to bind by that individual's signature.

Section 6.4 Miscellaneous Definitions and Standards.

The term "sole discretion" means that the act or decision of the party may be made in the party's independent and individual choice of judgment, without regard to any objective or other standard of consideration. Except for those acts or decisions that may be made in a party's "sole discretion," all acts or decision of any party to this Agreement must be exercised with reasonable discretion. The term "will" denotes a mandatory obligation, and the term "may" is a permissive work denoting an option. All references in this Agreement to the "Escrow Agent" will be deemed to include the applicable title insurance underwriter for the Title Policy.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

BUYER

Date: ______ Palafer 26, 2017

Housing/Authority of the City of Reno

Ву:

Its Executive Director

SELLED

Date: Nepture 36, 2017

Greater Harvest Church of God in Christ

By:

Name: William John Wynn

Its: President

Greater Harvest Church

Name: Willam to

Its: Presiden

(Acknowledgments on Next Page)

4	BUYER ACKNOWLEDGMENT
- 7.	State of Nevada)
	County of Washoe)
	On this Aday of September, 2017, before me, a Notary Public, personally appeared Amy Jones, Executive Director of the Reno Housing Authority, known to me to be the personal described in and who executed the foregoing instrument, for the uses and purposes therein mentioned.
	KATI-ILEEN A. MERRILL Notary Public - State of Nevada Appointment Resuded in Waster County Notary Public Notary Pu
	SELLER ACKNOWLEDGMENT
	State of Nevada)
	County of Clark)
	On this <u>A</u> day of September, 2017, before me, a Notary Public, personally appeared William John Wynn, President of Greater Harvest Church of God in Christ and President of Greater Harvest Church, known to me to be the person described in and who executed the foregoing instrument, for the uses and purposes therein mentioned.
	MOTARY PUBLIC STATE OF NEVADA County of Clark PAMELA POULSEN Appl. Na. 92-3039-1 My Appl. Expires May 1, 1020
F	RECEIPT BY ESCROW HOLDER
	PATE:

Purchase and Sale Agreement and Escrow Instructions

StiClientstReno Housing Authority/Jacobs Entertainment/Agreement.Draft.R7,wpd

-18-

September 21, 2017

EXHIBIT A

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 19 EAST, M.D.B.&M., AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT DESCRIBED AS A HALF INCH ROUND IRON PIPE SET IN CONCRETE AND ACCEPTED AS THE CENTER OF SAID SECTION 1; THENCE NORTH 0°14'40" WEST, A DISTANCE OF 135 FEET ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION TO THE TRUE POINT OF BEGINNING, BEING AN IRON PIPE SUNK IN THE GROUND AND MARKED BY A BRASS TAG INSCRIBED R.E. 345;

THENCE NORTH 89°45'20" EAST, ASSUMED PARALLEL TO EAST-WEST QUARTER SECTION LINE, A DISTANCE OF 170 FEET;

THENCE NORTH 0°14'40" WEST, A DISTANCE OF 60 FEET TO AN IRON PIPE SUNK IN THE GROUND AND MARKED BY A BRASS TAG INSCRIBED R.E. 345; THENCE SOUTH 89°45'20" WEST, A DISTANCE OF 170 FEET TO AN IRON PIPE SUNK IN THE GROUND AND MARKED BY A BRASS TAG INSCRIBED R.E. 345; THENCE SOUTH 0°14'40" EAST, A DISTANCE OF 60 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE WESTERLY 15 FEET OF SAID LAND AS DESCRIBED IN DEED TO THE CITY OF RENO, A MUNICIPAL CORPORATION OF THE STATE OF NEVADA, RECORDED APRIL 29, 1975, IN BOOK 887, PAGE 801, AS DOCUMENT NO. 362610, OFFICIAL RECORDS, WASHOE COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 09, 2010, AS INSTRUMENT NO. 3920172, OF OFFICIAL RECORDS.

PARCEL II:

COMMENCING AT A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 19 EAST, M.D.B.&M., DISTANCE THEREON 280 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; SAID POINT BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED MAY 8, 1936, BY ALFRED H. TILLIS AND MELBA TILLIS, HIS WIFE, TO CARL LEWIS AND ANN LEWIS, HIS WIFE, BY DEED RECORDED IN BOOK 106 OF DEEDS, PAGE 134, RECORDS OF WASHOE COUNTY, NEVADA;

THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL OF LAND CONVEYED TO SAID CARL LEWIS AND ANN LEWIS, 124-1/2 FEET; THENCE NORTH 20 FEET:

THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL OF LAND CONVEYED TO SAID CARL LEWIS AND ANN LEWIS, 124-1/2 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND CONVEYED AS AFORESAID:

THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID 40 ACRE TRACT A DISTANCE OF 105 FEET;

THENCE WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID 40 ACRE TRACT A DISTANCE OF 249 FEET TO A POINT ON THE WEST LINE OF SAID 40 ACRE TRACT; THENCE NORTHERLY ALONG THE WEST LINE OF SAID 40 ACRE TRACT 85 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN DEED FROM JOSEPH L. PALANY AND SADIE PALANY, HIS WIFE TO THE CITY OF RENO, A MUNICIPAL CORPORATION IN BOOK 893, PAGE 450, AS DOCUMENT NO. 365556, OFFICIAL RECORDS, DATED MAY 9, 1975, RECORDED MAY 28, 1975.

PARCEL II A:

A NON-EXCLUSIVE RIGHT OF WAY FOR ROAD PURPOSES ACROSS THE FOLLOWING DESCRIBED REAL PROPERTY:

BEGINNING AT A POINT 195 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 1;

THENCE NORTH, ALONG THE WESTERLY LINE OF SAID NORTHEAST 1/4,15 FEET; THENCE EASTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID NORTHEAST 1/4, 740 FEET:

THENCE AT A RIGHT ANGLE SOUTH, 15 FEET;

THENCE AT A RIGHT ANGLE WESTERLY, A DISTANCE OF 740 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF SAID LAND LYING WITHIN PARCEL II.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED FEBRUARY 13, 2006 AS INSTRUMENT NO. 3347828, OF OFFICIAL RECORDS.

S:\Clients\Reno Housing Authority\Jacobs Entertainmenf\Exhibit A.wpd

EXHIBIT 3

EXHIBIT 3

ase 17-14312-btb Doc 30 Entered 10/31/17 13:10:06 Page 47 of 47



First American Title Insurance Company

5310 Kietzke Lane, Suite 100 • Reno, NV 89511-2043 Office Phone: (775)823-6200 Office Fax: (775)823-6250

Settlement Statement

Property Address:

1202 and 1225 Hillboro Ave,

Reno, NV 89512

File No:

121-2524155

Officer:

Lori Callison/LC

Estimated Settlement Date: Disbursement Date:

Print Date:

10/02/2017, 12:03 PM

Buyer: Address:

Housing Authority of the City of Reno 1525 East Ninth St, Reno, NV 89512

Seller:

Greater Harvest Church

Address:

1202 and 1225 Hillboro Ave, Reno, NV 89512

Buyer Charge	Buyer Credit	Charge Description	Seller Charge	Seller Credit
		Consideration:		
449,000.00		Total Consideration		449,000.0
		Deposits in Escrow:		
	1,000.00	Receipt No. 1249134485 on 09/27/2017 by Housing Authority of the City of Reno		
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	na dha dha dha dha dha dha cura na reas na ann an	Title/Escrow Charges to:		
487.50		Escrow Fee - General to First American Title Insurance		***
		Company	487.50	
80,00		Document Preparation to First American Title Insurance Company		·
20.00		Overnight Delivery Services to First American Title Insurance Company	20.00	***************************************
1,617. <b>0</b> 0		ALTA Owners 2006 to First American Title Insurance Company		***************************************
38.00		Record Deed-B	38.00	······································
10.00		e-Recording Fee - B		
920.45		Non-Calculated Transfer Tax	920.45	
		Disbursements Paid:		***************************************
		retainer fee for Thomas Crowe Esq to Thomas Crow, Esq	2.000.00	
		008-490-20 good until Nov 12 to Washoe County	485.34	
		Treasurer		
		008-490-21 good until Nov 12 to Washoe County Treasurer	12.00	
		Sewer and Water est to City of Reno	200.00	
		Trash est to Waste Management of Nevada Reno Disposal	200,00	
	451,172,95	Cash (X From) ( To) Buyer	***************************************	
	701,172,80	Coah (X FIUIII) [ 10] Duyer		
<del>-</del>	<del></del>	Cash (X To) ( From) Seller	444,636.71	
452,172.95	452,172.95	Totals	449.000.00	449,000.00

Our wire instructions do not change. If you receive an email or other communication that appears to be from us and contains revised wiring instructions, you should consider it suspect and you must call our office at an independently verified phone number. Do not inquire with the sender.