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To: Chairman Randy Tobler, & MVWD Board of Directors
From: Lon Dalley, Assistant General Manager
Date: June 13, 2022
Subject: Sale of APN 041-34-601-007, 041-34-601-008, 041-34-601-009 / 2625 N. MV Blvd. for \$425,000.00 to MVIC

Background

A few months ago, the MVWD Board of Directors gave Staff the go ahead to proceed with negotiating an agreement with OPD for the purchase of the vacant land adjacent to existing MVWD facilities, pending the sale of the MVWD Logandale property to MVIC. Staff has been working with MVIC on the sale of the old MVWD office/shop and adjacent vacant parcel totaling 3.27 acres to offset a majority of the cost of the purchase of the land from OPD.

Purpose

Staff recommends the sale of the old MVWD office/shop property and adjacent vacant parcel to offset a majority of the cost of purchasing the OPD property.

Suggested Motion

Move to approve the acceptance of and instruct Staff to sign the MVIC "Contract of Sale" for the sale of APN 041-34-601-007, 041-34-601-008, 041-34-601-009 / 2625 N. MV Blvd. in the amount of \$425,000.00

CONTRACT OF SALE

THIS AGREEMENT, entered into effective as of the ____ day of June, 2022, by and between Moapa Valley Water District, a political subdivision of the State of Nevada, hereinafter referred to as the SELLER", and The Muddy Valley Irrigation Company, a Nevada corporation, hereinafter referred to as the "BUYER" (the "Agreement").

1. GRANT. SELLER, for the consideration herein mentioned, agrees to sell and convey to BUYER, and the BUYER for the consideration herein mentioned agrees to purchase, the following described real property, situate in the County of Clark, State of Nevada, commonly described as 2625 N. Moapa Valley Blvd., Moapa Valley, NV 89021 (APNs: 041-34-601-007; 041-34-601-008; 041-34-601-009), and as more particularly bounded and described on Exhibit "A" attached hereto (the "Property"). Grant of complete use of the Property shall be effective as of the date of this Agreement.

2. PURCHASE PRICE. The BUYER hereby agrees to enter into possession and pay for said described Property the sum of Four Hundred Twenty-Five Thousand and No/100 Dollars(\$425,000.00), payable to the SELLER, its assigns or order, according to the following terms, to wit: (i) Fifty Thousand and No/100 Dollars (\$50,000.00) cash (less amounts paid as lease payments in 2022 from Buyer to Seller, said lease being terminated as of the execution of this Agreement), the receipt of which is hereby acknowledged, and (ii) the balance of Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00) cash, shall be paid as follows: (a) Fifty Thousand and No/100 Dollars (\$50,000.00) cash payable to SELLER on or before June 1, 2023; (b) Fifty Thousand and No/100 Dollars (\$50,000.00) cash payable to SELLER on or before June 1, 2024; (c) Fifty Thousand and No/100 Dollars (\$50,000.00) cash payable to SELLER on or before June 1, 2025; (d) Fifty Thousand and No/100 Dollars (\$50,000.00) cash payable to SELLER on or before June 1, 2026; (e) Fifty Thousand and No/100 Dollars (\$50,000.00) cash payable to SELLER on or before June 1, 2027; (f) Fifty Thousand and No/100 Dollars (\$50,000.00) cash payable to SELLER on or before June 1, 2028; (g) Fifty Thousand and No/100 Dollars (\$50,000.00) cash payable to SELLER on or before June 1, 2028, and (h)Twenty-Five Thousand and No/100 Dollars (25,000.00) cash payable to SELLER on or before June 1, 2047. BUYER may

pay any of the above amounts earlier than prescribed herein at no cost or penalty to BUYER and upon such payment SELLER shall delivery the conveyance deed as described herein.

3. TAXES AND MAINTENANCE. The BUYER agrees to pay all taxes and assessments which are or which may be lawfully assessed during the term of this Agreement. BUYER assumes all obligations for the maintenance and upkeep of the property including any insurance, utilities and other related costs. BUYER will maintain sufficient insurance on the Property to cover any potential injuries or accidents to BUYER's employees and any third persons that come on the Property. Seller may request proof that such insurance is maintained.

4. AS-IS; REPRESENTATIONS OF SELLER; INDEMNIFICATION. In addition to any express agreements of SELLER contained herein, the following constitute representations and warranties of SELLER to BUYER:

(a) SELLER has good, valid and marketable title to the Property and at Closing being defined as the final payment to SELLER by BUYER, SELLER will convey good, valid and marketable title to the Property to BUYER free and clear of all encumbrances except for permitted exceptions agreed to by BUYER.

(b) Except as expressly set forth herein (including approval by the boards of the SELLER and BUYER), there are no approvals, authorizations, certificates or consents of any third party necessary or required to effect the transfer to BUYER of all the rights, powers and franchises of SELLER related to the Property.

(c) There is no litigation, suit, proceeding, action, claim or investigation at law or in equity whether before any court or in any administrative proceeding, pending or, to SELLER's best knowledge, threatened against, or affecting in any way the Property or SELLER's ability to own, operate or sell the Property.

(d) SELLER has received no notice of any violation of any statute, law, rule, regulation or ordinance, whether federal, state, or local pertaining to the Property.

(e) To SELLER's best knowledge, no Hazardous Substances are now or have been used or stored on or within any portion of the Property.

BUYER will indemnify and hold SELLER, its affiliates, shareholders, officers, and directors harmless from and against any and all liability, loss, damage, or deficiency (collectively, "Losses") resulting from: (i) any misrepresentation, breach of warranty, or non-fulfillment of any agreement on the part of Purchaser under this Agreement; and (ii) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs, and expenses, including without limitation, legal fees and expenses incident to any of the foregoing or incurred in investigating or attempting to void the same or to oppose the imposition thereof or in enforcing this indemnity.

SELLER will indemnify and hold BUYER, its affiliates, shareholders, officers, and directors harmless from and against any and all Losses resulting from: (i) any misrepresentation, breach of warranty or non-fulfillment of any agreement on the part of Seller under this Agreement; (ii) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs, and expenses, including without limitation, legal fees and expenses incident to any of the foregoing or incurred in investigating or attempting to void the same or to oppose the imposition thereof or in enforcing this indemnity, and (iii) SELLER hereby further agrees to indemnify and hold harmless BUYER against and all claims related to or asserted wherein such claim includes that SELLER violated any environmental or hazardous substance laws during the time in which SELLER occupied or owned the Property prior to BUYER's lease and occupancy of the same.

All of the representations, warranties and covenants contained in this Agreement shall survive the Closing and continue in full force and effect for a period of one year thereafter (unless otherwise specifically stated herein) (the "Survival Period") and the same shall not merge with the deed. No claim may be made for indemnification in respect of a breach of a representation, warranty or covenant unless notice of such claim is delivered in writing prior to the expiration of the survival of the representation, warranty or covenant that is the subject of such claim.

5. DEFAULT. In the event of a failure to comply with the terms hereof by the BUYER, or upon failure of the BUYER to make any payment or payments when the same shall become due, or within thirty (30) days thereafter, the SELLER, at its option, shall have the following alternative remedies:

A. SELLER shall have the right, upon failure of the BUYER to require remedy the default within thirty (30) business days after written notice in order to be

released from all SELLER obligations in law and in equity under this Agreement; and/or

B. The SELLER may bring suit and recover judgment for all delinquent installments, including costs and attorneys' fees; and/or

C. The SELLER shall have the right, at its option, and upon written notice to the BUYER, to declare the entire unpaid balance hereunder at once due and payable, and may elect to treat this contract as a note and mortgage, and pass title to the BUYER subject thereto, and proceed to foreclose the same in accordance with the laws of the State of Nevada; or

D. The SELLER may reinstitute the lease that existed between the parties, and apply all payments made hereunder to the lease payments at the rate currently in existence as of the date hereof.

The SELLER and BUYER understand the nature of a Contract of Sale and it is the parties' intent that any default hereunder shall have a reasonable cure time to effectuate the intent of this Agreement.

E. BUYER Remedies. Upon SELLER's default or SELLER's failure to perform under this Agreement (and such default or failure continues beyond any applicable notice and cure period) for any reason except failure by BUYER to perform hereunder, BUYER's remedies shall include (i) waiver of the contractual obligations of SELLER in writing; (ii) extend the time for performance by such period of time as may be mutually agreed upon in writing by the Parties hereto; (iii) terminate this Agreement and receive a return of all payments made, minus what would have been paid under the lease, and to reinstate the Lease; or (iv) enforce specific performance of this Agreement.

Notwithstanding anything to the contrary herein, this limitation on remedies described herein does not apply to specific rights to indemnity, and a Party shall be entitled to recover its actual, direct damages from such breach, but in no event shall any Party be entitled to recover any consequential, incidental or punitive damages for any breach of any obligations under this Agreement.

Purchaser's Initials

Seller's Initials

6. TIME OF THE ESSENCE. It is agreed that time is the essence of this agreement.

7. PAYMENT OF ENCUMBRANCES BY BUYER. It is understood that there presently exist certain encumbrances against the property as follows: (i) Easements of record; and (ii) no other encumbrances, financial or otherwise. If any financial encumbrance is discovered, SELLER agrees to satisfy the same. In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the SELLER, then the BUYER may, at its option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the BUYER, be suspended until such a time as such suspended payments shall equal any sums advanced as aforesaid.

8. TITLE. The SELLER on receiving all of the payments herein reserved to be paid at the time and in the manner above mentioned agrees to execute and deliver to the BUYER or assigns, a good and sufficient grant, bargain and sale deed conveying the title to the above-described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the BUYER, and to furnish to BUYER at SELLER's expense, a policy of title insurance in the amount of the purchase price upon the final payment.

9. ACCEPTANCE OF PREMISES. It is hereby expressly understood and agreed by the parties hereto that, except as otherwise set forth in this agreement, the BUYER accepts the said premises in its present condition.

10. NOTICES. Any and all notices under this Agreement shall be effective (a) on the fifth (5th) business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (b) on the first business day after being sent by express mail or commercial expedited delivery service providing a receipt for delivery.

11. ATTORNEY'S FEES. The BUYER and SELLER each agree that should

they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorneys' fee, which may arise or accrue from enforcing this agreement, or in obtaining possession of the premises covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Nevada whether such remedy is pursued by filing a suit or otherwise.

12. SUCCESSORS. It is understood that the stipulations herein are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

13. COUNTERPARTS. This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the original or the same counterpart.

14. APPLICABLE LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada, as interpreted by the courts of the State of Nevada, notwithstanding any rules regarding choice of law to the contrary. Any action regarding this Agreement shall be brought in Clark County, Nevada.

[Signature Page Follows]

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names, the day and year first above written.

SELLER:

Moapa Valley Water District

By: _____
Name: _____
Its: _____

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2022 by _____,
as _____ of Moapa Valley Water District.

(Signature of notarial officer)
(Seal, if any)

BUYER:

The Muddy Valley Irrigation
Company, a Nevada corporation

By: _____
Name: _____
Its: _____

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2022 by _____,
as _____ of The Muddy Valley Irrigation Company.

(Signature of notarial officer)
(Seal, if any)

Exhibit "A"

Legal Description

Parcel 1: APN 041-34-601-007

That portion of the Southeast quarter (SE1/4) of the Northeast quarter (NE1/4) of Section 34, Township 15 South, Range 67 East, M.D.B. and M. described as follows:

Commencing at the East ¼ corner of said Section 34; Thence North 01°00'59" West a distance of 728.31 feet to the true point of beginning; Thence continuing North 01°00'59" West a distance of 228.00 feet to a point Thence South 89°08'41" West a distance of 180.00 feet to a point; Thence North 01°00'59" West a distance of 7.00 feet to a point; Thence South 89°08'41" West a distance of 110.00 feet to a point; Thence South 01°00'59" East a distance of 235 feet to a point; Thence North 89°08'41" East a distance of 290.00 feet to the true point of beginning.

Excepting therefrom the Easterly 45.00 feet and the Southerly 17.49 feet as conveyed for road and incidental purposes.

Parcel 2: 041-34-601-008

Situate in the County of Clark, State of Nevada, described as follows:

A Parcel of land located in the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 34, Township 15 South, Range 67 East, M.D.B. & M.

Being a portion of that parcel conveyed to William L. Barclay, et. ux., by Deed recorded February 13, 1973 as Document No. 260811, Official Records, Clark County, Nevada, being more particularly described as follows:

Commencing at the East Quarter (E ¼) corner of said Section 34; thence North 1°00'59" West 728.31 feet; thence South 89°08'41" West 290.00 feet to the True Point of Beginning; thence continuing South 89°08'41" West 185.36 feet; thence North 1°00'59" West 235.00 feet; thence North 89°08'41" East 185.36 feet; thence South 1°00'59" East 235.00 feet to the True Point of Beginning.

(Reference is made to "Lot Line Adjustment" Survey filed for record April 4, 1986 in file 44 of Surveys, Page 13 in the Office of the Recorder, Clark County, Nevada.)

Parcel 3: 041-34-601-009

Situate in the County of Clark, State of Nevada described as follows:

A parcel of land located in the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of

Section 34, Township 15 South, Range 67 East M.D.B. & M.

Being a portion of that parcel conveyed to William L. Barclay et, ux, by Deed recorded February 13, 1973 as Document No. 260811, Official Records Clark County, Nevada being more particularly described as follows:

COMMENCING at the East Quarter (E $\frac{1}{4}$) corner of said Section 34; thence North 1°40'53" West 720.31 feet; thence South 89°48'41" West 475.36 feet to the TRUE POINT OF BEGINNING; thence continuing south 89°08'41" West 184.64 feet; thence North 1°40'59" West 235.00 feet; thence North 85°02'41" East 184.64 feet; thence South 1°08'59" East 235.40 feet to the TRUE POINT OF BEGINNING.

(Reference is made to "Lot Line Adjustment" Survey filed for Record April 4, 1986 in File 44 of Surveys, page 13 in the Office of the County Recorder of Clark County, Nevada.)

EXCEPTING THEREFROM the interest conveyed to the County of Clark by document recorded May 14, 1986 in Book 860914, Document No. 86599, Clark County, Nevada Records.