



0227531

### PURCHASE AGREEMENT

This purchase agreement (**AGREEMENT**) of the real property identified as Assessor's Parcel Number 001-221-08, consisting of 7.68 acres, more or less, situated in the Eureka Canyon Subdivision in Eureka, Nevada, described with more particularity as PARCEL A on Document 0220732 filed July 2, 2012 as an official record of the Eureka County Recorder, Eureka County, Nevada, and depicted on sheets 3 of 9 and 6 of 9 (**THE LAND**), is made and entered into the 6<sup>th</sup> day of June, 2014, by and between Eureka County, acting through its Board of Eureka County Commissioners (**SELLER**), and Raines LLC, the purchaser (**BUYER**), based upon the following express conditions (**CONDITIONS**), which are material to this AGREEMENT and must be faithfully executed by the parties for the purchase to be completed

1. SELLER is the owner of THE LAND; and
2. SELLER shall select an escrow agent of its own choosing and pay the costs of this service to complete the sale of THE LAND; and
3. SELLER shall provide a quitclaim deed for THE LAND to the escrow agent with instructions for the transfer of title to BUYER upon written notice provided by SELLER of the satisfactory completion of all the conditions set for in this AGREEMENT, and
4. BUYER has submitted to SELLER a written disclosure setting forth the name of any person who holds an ownership interest of 1 percent or more

in the domestic or foreign limited-liability company BUYER represents, and SELLER has accepted this disclosure and made this disclosure available for public inspection upon request, and

5. BUYER now has the financial resources to pay SELLER the purchase price for THE LAND on the terms in this AGREEMENT, which are as follows: cash; and
6. BUYER shall deposit cash in the amount of \$61,440.00 (**THE DEPOSIT**, equal to the entire cash sale amount) with the escrow agent selected by the SELLER (Cow County Title, P.O. Box 518, Pioche, NV 89043) within 14 days of being notified by the SELLER of the escrow agent; and
7. BUYER shall have the right of entry upon THE LAND once receipt of THE DEPOSIT is acknowledged by the escrow agent, and
8. BUYER will conduct all soil disturbance of THE LAND in a manner strictly consistent with the Soils Management Plan (**THE PLAN**), the conditions and terms of which are included in a separate document that is made a part of this AGREEMENT by this reference, and
9. BUYER shall within no more than sixty (60) days of beginning dirt disturbance for rough grading of THE LAND, which is a disturbance allowed by SELLER once BUYER is granted the right of entry by satisfying **CONDITION #7**, strictly adhere to and complete THE PLAN over the entire surface of THE LAND at BUYER's sole cost and expense to the satisfaction of SELLER and SELLER's authorized agents, and
10. BUYER shall, at all times prior to transfer of ownership of THE LAND from SELLER to BUYER, be responsible for all activity conducted by BUYER upon THE LAND, and hold SELLER and SELLER's agents harmless for any damage or destruction of property, loss of financial opportunity, or physical injury or loss of life to any person as a result of

- the activities of BUYER or BUYER's agents upon THE LAND; and
11. Upon the completion of all CONDITIONS, which completion shall be determined at the sole discretion of SELLER, escrow agent shall be authorized to release the deed to BUYER and THE DEPOSIT to SELLER; and
12. If for any reason any one or all of the CONDITIONS, in whole or in part, are not completed to the satisfaction of SELLER, within the timeframe that begins from the date of the signing of this AGREEMENT by all parties and terminates at the end of two construction seasons, which are seasons defined as May 1 to September 30 of each year, both BUYER and SELLER agree SELLER has the option to retain ownership of THE LAND, and SELLER has the authority to instruct the escrow agent to return THE DEPOSIT to BUYER, and
13. BUYER shall not cause THE LAND to be sold, subject to lien or in any way encumbered or degraded in value during the period this AGREEMENT is in effect, and

BY THEIR SIGNATURES BELOW THE PARTIES AGREE TO BE BOUND BY THIS AGREEMENT:

BUYER:

Raines LLC  
Eureka, Nevada

BY. 

Scott Raine  
Authorized representative for  
Raines LLC

SELLER:

Eureka County, Nevada  
by and through its Board of County  
Commissioners

BY. 

JJ GOICOCHEA, Chair

ATTEST 