

Ret: Town of Gardnerville  
↓ P.O. Box 43  
Gardnerville NV 89410

1 RECORDED AT THE REQUEST OF  
AND RETURN TO:  
2 TOWN OF GARDNERVILLE  
P. O. BOX 43  
3 GARDNERVILLE, NV 89410

4 AGREEMENT TO CONVEY THIRTY (30) FOOT STORM DRAIN EASEMENT  
5 APN 25-142-02

6 THIS AGREEMENT is and effective as of 30<sup>th</sup> day of  
7 September, 1996 between CARSON VALLEY UNITED METHODIST CHURCH,  
8 of Post Office Box 278, Gardnerville, Nevada 89410, as GRANTORS,  
9 and the TOWN OF GARDNERVILLE, Nevada, by and through its Town  
10 Board, State of Nevada, of 1369 Highway 395 North, Gardnerville,  
11 Nevada 89410, as GRANTEE. GRANTORS and GRANTEE hereby agree  
12 that GRANTORS will convey a thirty (30) foot storm drain  
13 easement to GRANTEE upon the following recitals, terms and  
14 conditions:

15 W I T N E S S E T H

16 WHEREAS, the parties have agreed that GRANTOR will  
17 convey a thirty (30) foot storm drain pipe easement to ensure  
18 storm and irrigation water will pass along the easterly side of  
19 Centerville Lane in proper storm drain conveyances; and

20 WHEREAS, GRANTORS have agreed that, until GRANTEE  
21 accepts Centerville Lane/Highway 756 for maintenance, GRANTEE  
22 will offer for dedication the below-described easement. GRANTOR  
23 and GRANTEE further agree that GRANTEE will accept the offered  
24 easement only when it has accepted Centerville Lane for  
25 maintenance, and when storm water directly enters the existing  
26 storm drain system by an underground piping system. Until these  
27 two conditions have occurred, GRANTOR shall maintain the  
28

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1 existing storm drain conveyances located in the offered  
2 easements.

3 NOW THEREFORE, for and in consideration of the  
4 foregoing recitals, and the below-recited terms and conditions,  
5 GRANTOR and GRANTEE agree as follows:

6 1. GRANTOR hereby offers to grant and convey to  
7 GRANTEE a thirty (30) foot storm drain easement across GRANTOR's  
8 property. The offered storm drain easement is fully described  
9 and depicted in Exhibit "A" hereto, which Exhibit is incorporated  
10 herein by reference as if set forth in full.

11 2. GRANTOR and GRANTEE agree that the GRANTORS'  
12 offer of the thirty (30) foot storm drain easement shall not be  
13 accepted by GRANTEE until such time as:

14 a. GRANTEE has accepted Centerville Lane for  
15 maintenance; and

16 b. Storm drainage waters directly enter the  
17 existing storm drain system by an underground piping system  
18 installed on GRANTORS' property.

19 Until these two conditions occur, the existing storm  
20 drain improvements shall be maintained by the GRANTOR, or by the  
21 party responsible for the storm drain system operation.

22 3. This grant of easement, and the offer to grant a  
23 storm drain easement, shall run with the land and shall be  
24 binding on and shall enure to the benefit of the parties to this  
25 Agreement, their respective heirs, successors, or assigns.

26 4. GRANTOR and GRANTEE agree that a standard  
27 condition of approval of GRANTEE of any improvement project  
28

1 located within GRANTEE's boundaries requires that an applicant  
2 for approval convey to the GRANTEE sufficient easement and storm  
3 drain improvements to satisfactorily address storm drain waters  
4 generated by an applicant's improvements. It is the intention  
5 of GRANTORS and GRANTEE to offer the within-described thirty  
6 (30) foot storm drain easement for the purpose of satisfying one  
7 of GRANTEE's standard conditions relating to storm drain  
8 improvements. GRANTOR and GRANTEE agree that such condition(s)  
9 and its full or partial satisfaction by the offer of dedication  
10 of a thirty (30) foot storm drain easement by GRANTORS to  
11 GRANTEE, is good and sufficient consideration between the  
12 parties for the agreement of GRANTORS to convey the within-  
13 described storm drain easement.

14 5. Any notice provided for or concerning this  
15 agreement shall be in writing and deemed sufficiently given when  
16 sent by certified or registered mail if sent to the respective  
17 address of each party as set forth at the beginning of this  
18 agreement.

19 6. It is agreed that this agreement shall be  
20 governed by, construed and enforced in accordance with the laws  
21 of the State of Nevada.

22 7. This agreement shall constitute the entire  
23 agreement between the parties and any prior understanding or  
24 representation of any kind preceding the date of this agreement  
25 shall not be binding upon either party except to the extent  
26 incorporated into this agreement.


1 8. Any modification of this agreement or any  
2 additional obligation assumed by either party in connection with  
3 this agreement shall be binding only if evidenced in writing  
4 signed by each party or authorized representative of each party.

5 9. Upon occurrence or satisfaction of the conditions  
6 set forth within this agreement in paragraph 2, GRANTOR agrees  
7 to execute an appropriate storm drain easement deed, if  
8 required, to convey the within described easement to GRANTEE.

9 10. This agreement shall be recorded to impart notice  
10 of the terms hereof to any interested party.

11 IN WITNESS WHEREOF, GRANTORS hereunto signed on the  
12 day and year first above-written.

13 GRANTOR  
14 CARSON VALLEY UNITED  
15 METHODIST CHURCH

16   
17 KEITH D. LOWE, President  
18 Board of Trustees

19 GRANTEE  
20 TOWN OF GARDNERVILLE

21   
22 DAVID C. TRUEBLOOD  
23 CHAIRMAN

1  
2 A C K N O W L E D G E M E N T

3 STATE OF NEVADA )  
4 ) ss.  
5 COUNTY OF DOUGLAS )

6 On September 30, 1996, before me, the undersigned, a  
7 Notarial Officer in and for said County and State, personally  
8 appeared KEITH D. LOWE, President of the Board of Trustees,  
9 Carson Valley United Methodist Church, known to me to be the  
10 person whose name is subscribed to the within instrument and  
11 acknowledged that she executed the same.

12 This instrument was acknowledged  
13 before me on September 30, 1996,  
14 by KEITH D. LOWE.

*Diane L. Pettitt*

14 NOTARIAL OFFICER



15 A C K N O W L E D G E M E N T

16 STATE OF NEVADA )  
17 ) ss.  
18 COUNTY OF DOUGLAS )

19 On <sup>*October*</sup> September 1, 1996, before me, the undersigned, a  
20 Notarial Officer in and for said County and State, personally  
21 appeared DAVID C. TRUEBLOOD, Chairman, Town of Gardnerville,  
22 known to me to be the person whose name is subscribed to the  
23 within instrument and acknowledged that he executed the same.

24 This instrument was acknowledged  
25 before me on <sup>*October*</sup> September 1, 1996,  
26 by DAVID C. TRUEBLOOD.

*Diane L. Pettitt*

26 NOTARIAL OFFICER



**EXHIBIT "A"**

**STORM WATER PIPE EASEMENT**

**APN 25-142-02**

Real property in Douglas County, State of Nevada described as follows:

A parcel of land, located in the Northwest 1/4 of the Northwest 1/4 of Section 4, and in the Northeast 1/4 of Section 5, all in Township 12 North, Range 20 East, M.D.B. & M., more particularly described as follows:

Commencing at the Northeast corner of said Section 4, proceed South 89 degrees 50' 26" West, 5301.74 feet, to the Northwest corner of the former Lampe Ranch, which is the point where the North line of Section 5 intersects the Easterly right-of-way line of Centerville Lane; proceed thence South 1 degree 29' 43" East, 563.31 feet, along said Easterly right-of-way line of Centerville Lane, to the True Point of Beginning which is the Northwest corner of this parcel; continue thence South 1 degree 29' 43" East, 381.62 feet, along said Easterly right-of-way line of Centerville Lane, to the Southwest corner of the parcel; thence South 88 degrees 59' 43" East, 339.55, along a fence line, to a point, which is an angle point in said fence line; continue thence along said fence line, South 74 degrees 59' 34" East, 210.00 feet, to the Southeast corner of the parcel; thence North 1 degree 29' 43" West, 456.08, feet to the Northeast corner of the parcel; thence South 88 degrees 30' 17" West, 540.59 feet, along the Southerly boundary of a public road easement, fifty in width, to the True Point of Beginning, unto which a 30-foot wide easement has been recorded, more particularly described as follows:

Commencing at the Northeast corner of said Section 4, proceed South 89 degrees 50' 26" West, 5301.74 feet, to the Northwest corner of the former Lampe Ranch, which is the point where the North line of Section 5 intersects the Easterly right-of-way line of Centerville Lane; proceed thence South 1 degree 29' 43" East, 563.31 feet, along said Easterly right-of-way line of Centerville Lane, to the True Point of Beginning; thence North 88 degrees 30' 17" East, 30 feet; thence South 1 degree 29' 43" East, 382.93 feet; thence North 88 degrees 59' 43" West, 30.03 feet; thence North 1 degree 29' 43" West, 381.62 feet more or less to the True Point of Beginning.

**BASIS OF BEARINGS**

The Basis of Bearings of this description is the line from the Northeast corner of the Lampe Homestead to the Northwest corner of the Lampe Homestead as shown on the record of survey of the Lampe Ranch recorded on May 7, 1965 in the official records of Douglas County. Said line bears South 82 degrees 45 minutes 31 seconds East.

REQUESTED BY  
*Town of Gardnerville*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'96 OCT -2 P2:11

LINDA SLATER  
RECORDER

\$ *6* PAID *KZ* DEPUTY

**397822**

**BK 1096PG0240**