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✓ Robert Pohlman  
1777 Evergreen Ct  
Minden, NV 89423

**PRIVATE ROAD EASEMENT AND MAINTENANCE AGREEMENT**

This Agreement is entered into this <sup>December</sup> ~~October~~ 3rd day of ~~October~~ 1996, by and between Dolores and Ben Ehrler as Husband and Wife, and George and Helen Dimitrievski as husband and wife, and the Carson Valley United Methodist Church by Keith D. Lowe, as President of the Board of Trustees for Carson Valley United Methodist Church, based upon the following facts.

The parties own property directly East of Centerville Lane, known respectively as Assessor's Parcel Numbers 25-14-103 and 25-14-102.

The United Methodist Church is currently improving its property for the purpose of developing a new church building.

It is the desire of the parties, and they do hereby reach Agreement on all matters related to the conveyance of a Right-of-Way Easement from Dolores and Ben Ehrler and Helen and George Dimitrievski to Keith D. Lowe, as President of Board of Trustees for the Carson Valley United Methodist Church.

Based upon the above recitals, which are incorporated into the body of this Agreement by reference, the parties agree as follows:

1. Dolores and Ben Ehrler and Helen and George Dimitrievski will grant, bargain, sell and transfer to the Carson Valley United Methodist Church an access easement over and across its property by Easement Deed attached hereto as **Exhibit A.**
2. The primary purpose of the easement is to provide access to the members of the Carson Valley United Methodist Church to access their property from the North boarder as opposed access currently off Centerville Lane and to establish and utilize a storm drain. The easement shall be fifty feet (50') in width, from the northern edge of the United Methodist Church property to the southern edge of Parcel Number 25-14-101.
3. The Carson Valley United Methodist Church agrees that no parking or events will be held on the easement.

4. **The Carson Valley United Methodist Church agrees to pave the easement in a manner that complies with the current Uniform Building Code as to paved roads.**
5. **The United Methodist Church further agrees that a gate of a style mutually agreed upon by the parties, will be built across the end of the easement. Such gate will separate the easement from the property owned by Dolores and Ben Ehrler and Helen and George Dimitrievski. The costs associated with paving the easement and building the gate across the end of the easement will be borne by the Carson Valley United Methodist Church.**
6. **Maintenance and repair of the easement shall be primarily the obligation of the Carson Valley United Methodist Church. This specifically includes, but is not limited to, maintenance of the existing storm drain. This obligation shall cease if the easement is dedicated and accepted by the Town of Gardnerville, Douglas County or any other governmental agency.**
7. **Dolores and Ben Ehrler and George and Helen Dimitrievski are not responsible to the Carson Valley United Methodist Church or any third party for liability caused by or in relation to the granting of the easement, improvements thereon and/or the building of the gate.**
8. **The Carson Valley United Methodist Church will indemnify and hold harmless Dolores and Ben Ehrler and George and Helen Dimitrievski from any claim, loss, cause of action or other claim by third party relating to or occurring within the easement.**
9. **The Carson Valley Methodist Church will grant the Easement back to Grantors, their successors or assigns, if the church is not developed by 1 January 1998.**
10. **If any provision of this Agreement as applied to any part or to circumstance shall be adjudged by any court to be invalid or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of such provision in any other circumstances or the validity and enforcement of the Agreement.**
11. **If any action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief which he or she may be entitled.**
12. **This Agreement shall be construed and governed by the laws of the State of Nevada and jurisdiction shall vest exclusively in the Ninth Judicial District Court in and for the State of Nevada, located in Douglas County.**
13. **This Agreement and all terms and conditions hereof shall bind the parties and their heirs, executors, administrators, successors and assigns.**

14. This Agreement supersedes any other agreements, whether oral or in writing, between the parties hereto, and contains all the covenants and agreements between the parties with respect to this matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are embodied herein, and no other agreement, statement, or promise not contained in this Agreement shall be binding. Any modification of this Agreement shall be effective if in writing, signed by the party to be charged specifically referencing this Agreement.

Dated this 23 day of October, 1996.

BEN EHRLER  
BEN EHRLER

DOLORES EHRLER  
DOLORES EHRLER

GEORGE DIMITRIEVSKI  
GEORGE DIMITRIEVSKI

HELEN DIMITRIEVSKI  
HELEN DIMITRIEVSKI

CARSON VALLEY UNITED  
METHODIST CHURCH BOARD  
OF TRUSTEES

BY KEITH D. LOWE  
KEITH D. LOWE

PRESIDENT

STATE OF NEVADA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On 23 October, 1996, personally appeared before me, a notary public, Ben and Dolores Ehrler, personally known (or proved) to me to be the persons whose names are subscribed to the above instrument and who acknowledged that they executed the instrument.

Elizabeth Mitchell  
NOTARY PUBLIC



STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

On 23 October, 1996, personally appeared before me, a notary public, George and Helen Dimitrievski, personally known (or proved) to me to be the persons whose names are subscribed to the above instrument and who acknowledged that they executed the instrument.

Elizabeth Mitchell  
NOTARY PUBLIC



STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

On December 3, 1996, personally appeared before me, a notary public, Keith D. Lowe, personally known (or proved) to me to be the person whose name is subscribed to the above instrument and who acknowledged that he executed the instrument.

Diane L. Pettitt  
NOTARY PUBLIC



REQUESTED BY  
Robert Pohlman  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'96 DEC -3 P3:03

LINDA SLATER  
RECORDER  
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