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Assessor's Parcel Number: \_\_\_\_\_

Recording Requested By:

Name: Debbie Graham

Address: 945 Wintergreen Dr.

City/State/Zip Gardnerville, NV 89460

Real Property Transfer Tax:

\$ \_\_\_\_\_

DOUGLAS COUNTY, NV 2015-859432  
Rec: \$19.00  
Total: \$19.00 03/30/2015 04:09 PM  
DEBBIE GRAHAM Pgs=6



00010874201508594320060066

KAREN ELLISON, RECORDER

Shared Maintenance Agreement

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

## SHARED MAINTENANCE AGREEMENT

**THIS AGREEMENT**, made this 13th day of August, 2014, by and between the undersigned, hereinafter referred to collectively as "Owners" or individually as "Owner";

WHEREAS, the parties are the owners of the following described real estate which is situated in Douglas County, in the Town of Gardnerville with Assessor Parcel Numbers are 1022-29-411-009, 1022-29-410-004 and APN 1022-29-411-001.

WHEREAS, the parties hereto desire agree to share the maintenance responsibility of the water line serving their homes. The water line comes off of the Topaz Lake Water Company's main line that runs along Topaz Lane;

NOW THEREFORE, the owners, agree to hold, maintain, and repair, or in any other manner control the water line that serves both homes at 1966 Dayton Street (APN 1022-29-411-009) and 1962 Dayton Street (APN 1022-29-410-004) all of which shall be deemed to run with the land and shall be a burden and a benefit to the owners. Any persons acquiring or owning an interest in said real estate parcels, their grantees, successors, heirs, personal representatives, and assigns shall be subject to and bounded by this Agreement, it is agreed as follows:

**FIRST.** The cost of maintenance, repair, improvement, or replacement of the water line as, described within, shall be the equal and shared responsibility of the owners;

**SECOND.** If any maintenance, repair, operation, improvement, or replacement is necessary due to a negligent party it shall be the responsibility of that party to cure the issue at their expense;

**THIRD.** If any maintenance, repair, improvement, or replacement of the main water line that runs across the rear portion of parcel number 1022-29-411-001 is needed, all cost will be shared equally, unless the damage was caused by the owner of 1966 Dayton Street (APN 1022-29-411-009) or the owner 1962 Dayton Street (APN 1022-29-410-004) in this case the said owner will be responsible for the cost of repairs.

**FOURTH.** If damage to the water line breaks in the segment between 1966 Dayton Street (APN 1022-29-411-009) and where it is tapped into the main water line that runs across the Eastern boundary at 1969 Eureka (APN 1022-29-411-001) it will be the sole responsibility of the owner at 1966 Dayton Street (APN 1022-29-411-009).

**FIFTH.** Both owners understand and agree that owner of 1962 Dayton Street (APN 1022-29-410-004) is currently also the owner of the vacant lot South 1969 Eureka (APN 1022-29-411-001) in which the water line that feeds both homes runs across the Eastern boundary of parcel 1022-29-411-001. The water line is approximately six and a half (6.5) feet West of the Western property boundary of 1966 Dayton Street (APN 1022-29-411-009). Owner of 1969 Eureka Street gives permission access the line across this section of their property for the purpose of bringing water to the property only.

**SIXTH:** Neither owners of 1966 Dayton Street and 1962 Dayton Street may interfere and/or interrupt the ability to receive water.

**Owner of 1966 Dayton Street**  
APN 1022-29-411-009

**Owner of 1962 Dayton Street and 1969 Eureka Street**  
APN 1022-29-410-004 and 1022-29-411-001

Matthew Carter 10/1/14  
Date

Bryan E. Carlson 2-17-15  
Date

Georgina Carter 10-1-14  
Date

Carlene A. Carlson 2-17-2015  
Date

Shelley Larsen 9/10/14  
Date

Thomas Larsen 9-10-2014  
Date

COPY

STATE OF NEVADA

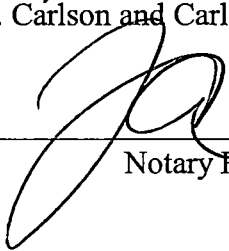
} s.s.

COUNTY OF DOUGLAS

This instrument was acknowledged before me on

2/18/15

by Bryan E. Carlson and Carlene A. Carlson.



Notary Public



COPY

STATE OF NEVADA

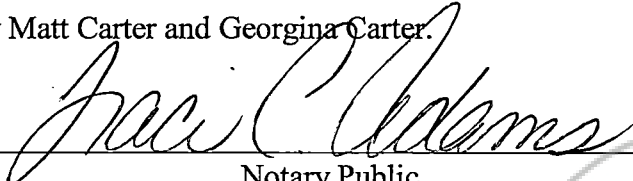
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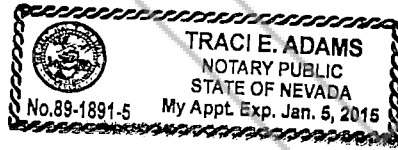
COUNTY OF DOUGLAS

This instrument was acknowledged before me on

**October 1, 2014,**

by Matt Carter and Georgina Carter.

  
\_\_\_\_\_  
Notary Public



COPY

# California Acknowledgment Form

State of California }  
County of Sacramento } ss.

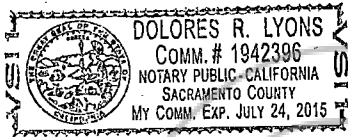
On Sept. 10, 2014 before me, Dolores R. Lyons, Notary  
personally appeared Shelley Larsen and Thomas Larsen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Seal



Dolores R. Lyons  
Signature of Notary

## Notes

Please provide information about the document that this form is attached to.  
\*\*\*This is not required under California State notary public law.\*\*\*