

Assessor's Parcel Number: 1820-03-301-001

Recording Requested By:

Name: Gardnerville Town

Address: Water
1579 Virginia Ranch
Rd

City/State/Zip Gardnerville NV
89410

DOUGLAS COUNTY, NV

2018-923570

Rec:\$35.00

\$35.00

Pgs=4

12/13/2018 01:01 PM

FIRST AMERICAN TITLE MINDEN

KAREN ELLISON, RECORDER

Agreement to convey Driveway
(Title of Document) Easement

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.

AGREEMENT TO CONVEY DRIVEWAY EASEMENT

AGREEMENT

Agreement made, effective as of day of December, 2018, by and between Heritage Bank of Nevada, a Nevada corporation duly organized and existing under the laws of the State of Nevada with its principal place of business located at 1299 US Hwy 395, Gardnerville, Nevada 89410, herein referred to as Grantor, and Gardnerville Water Company, a Nevada non-profit corporation with its principal place of business located at 1579 Virginia Ranch Road, Gardnerville, Nevada 89410, herein referred to as Grantee.

The parties agree as follows:

SECTION ONE CONVEYANCE OF EASEMENT

Grantor agrees to grant and convey in perpetuity to Grantee a non-exclusive easement for commercial driveway purposes over and across the property owned by Grantor and located in the County of Douglas, State of Nevada, and more particularly described on Exhibit 1 attached hereto, APN 1220-04-002-020 (the burdened parcel).

SECTION TWO “DRIVEWAY PURPOSES” DEFINED

“Driveway purposes” as used in this agreement means a commercial driveway, for ingress and egress between US Highway 395 and Douglas County Assessor’s parcel number 1220-03-301-001 (the benefitted parcel).

SECTION THREE CONSTRUCTION AND MAINTENANCE

The Grantee, at its own cost and expense, shall be required to maintain the easement area in good order and condition at all times. Such maintenance obligations shall include, without limitation, maintaining and repairing the surface of the easement, and performing any and all other duties as may be reasonably necessary to maintain the easement area in a clean, safe and orderly condition. Grantee shall be under no obligation to improve the easement area. In the event that the easement area suffers damage due to the activities of the Grantee, it shall be Grantee’s responsibility to return the easement to its usual good condition and maintain a neat and orderly appearance.

SECTION FOUR
CONSIDERATION

Grantee agrees to pay owners the sum of \$10.00 for this easement on or before recording of the deed granting the easement. Tender of Grantee's valid check in the above-mentioned amount shall constitute a sufficient tender of payment under this agreement. On proper tender, Grantor will grant and convey by warranty deed the above-described easement within three days following payment. The obligation of Grantee to pay Grantor the above-mentioned amount of money is conditioned on Grantor having legal right, in the opinion of Grantee's attorneys, to grant the easement to Grantee.

SECTION FIVE
EASEMENT TO RUN WITH LAND

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns.

SECTION SIX
CONDITION OF AGREEMENT

The obligation to complete this agreement is further conditioned on Grantee's acquisition of title to the real property adjoining the Grantor's above-described property, APN 1220-03-301-001 on or before December 31, 2018.

SECTION SEVEN
NOTICES

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

SECTION EIGHT
GOVERNING LAW

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

SECTION NINE
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION TEN
MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

In witness, each party to this agreement has caused it to be executed at Minden Nevada on the date indicated below.

GARDNERVILLE WATER COMPANY,
a Nevada non-profit corporation
By: *Jason Spotts*
Jason Spotts, Chairman

HERITAGE BANK OF NEVADA, a
Nevada corporation
By: *Stanley Wilmoth*
Stanley Wilmoth, President / CEO
[Print name and title]

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Nevada)
Douglas)ss:
County of Douglas)



On this 11 day of December in the year 2018, before me *Kristien Bennett* a notary public, personally appeared Jason Spotts, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Kristien Bennett
(Signature of Notary Public)

NOTARY SEAL

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Nevada)
Washoe)ss:
County of Douglas)

On this 11 day of December in the year 2018, before me *Cindy Mackowiak* a notary public, personally appeared Stanley Wilmoth personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

Cindy L. Mackowiak
(Signature of Notary Public)

