



00089555201909279000080080

KAREN ELLISON, RECORDER

E02

Assessor's Parcel Number: 1320-32-717-003

Date: April 16, 2019

Recording Requested by:

Town of Gardnerville
1407 Highway 395 N
Gardnerville, NV 89410

RIGHT OF WAY ACQUISITION AGREEMENT

RIGHT OF WAY AQUISITION AGREEMENT

THIS AGREEMENT, made this 22nd day of March, 2019, between, William F. Wilke and Sally J. Wilke, husband and wife as joint tenants with right of survivorship, hereinafter called OWNER and/or GRANTOR, and the Town of GARDNERVILLE, by and through its Town Board, an unincorporated town in Douglas County (County), in and for the State of Nevada, herein called the TOWN.

WITNESSETH:

1. The OWNER for and in consideration of and subject to performance of the promises and covenants of the TOWN, is hereinafter provided, agrees as follows:
 - (a) To convey to the TOWN and the County of Douglas, in and for the State of Nevada, the agents, employees, successors and assigns of such GRANTEE forever, all that interest of GRANTOR to a portion of APN 1320-32-717-003, for the purpose of roadway, ramp, sidewalks, gutters, and the associated improvements upon, under, over and across the property; said land situate, lying and being in the Town of Gardnerville, in Douglas County, State of Nevada, and more particularly described in Exhibit "C" and depicted therein attached hereto and made a part hereof.
 - (b) To deliver to the TOWN, the County, and to the agents, employees, successors and assigns of such GRANTEE forever, a permanent public right of way for the property described and depicted in Exhibit "C".
 - (c) To permit the TOWN, its authorized agents and contractors to enter in and upon OWNER'S Exhibit "C" property, being a portion of (APN 1320-32-717-003), for which a permanent right of way is granted upon execution of this agreement.
 - (d) To the fullest extent permitted by law, OWNER shall indemnify and hold harmless and defend, not excluding the TOWN'S right to participate, the TOWN from any and all liability, claims, actions, damages, losses, and expenses, including, without limitation reasonable attorney's fees and costs, arising out the negligence or willful acts or omissions of OWNER, its officers, employees, and agents arising out of their performance or non-performance of this AGREEMENT. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise exists to any party or persons described herein. This indemnification obligation is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's notice of actual pending claim or cause of

action. The indemnifying party shall not be liability to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

2. The TOWN in consideration of subject to performance of the promises and covenants the OWNER hereinabove set forth, agrees as follows:

- (a) To pay to the OWNER the sum of Six Hundred Seventy Five and No/100 Dollars (\$675.00), which shall be the total purchase price for the permanent right of way herein granted by OWNER.
- (b) To the fullest extent permitted by the law, the TOWN shall indemnify and hold harmless and defend, not excluding the OWNER'S right to participate, the OWNER from and against all liability, claim, actions, damages, losses and expenses, including without limitation, reasonable attorney's fees and costs, arising out of the negligent or will full acts or omissions of TOWN, its officers, employees, and agents arising out of the performance or nonperformance of this AGREEMENT. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or persons described herein. This indemnification obligation is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's notice of actual or pending claim of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

3. It is mutually agreed and understood by the TOWN and by the OWNER as follows:

- (a) That all the facilities and improvements constructed by TOWN pursuant to the terms to this AGREEMENT referred to herein shall be designed and constructed by TOWN at its expense and risk in accordance with Douglas County development standards. Following the completion of the ADA improvements to the roadway, ramp, curbing, and related facilities, the TOWN will submit the public right of way for dedication to DOUGLAS COUNTY, a political subdivision of the State of Nevada.
- (b) If OWNER or TOWN fails, neglects, or refuses to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect, or refusal will constitute a breach and default of this AGREEMENT. If OWNER or TOWN fails, neglects or refuses to cure the default within a reasonable time following a written request of the other party, such other party, at its option, may correct such default and thereon recover from the party the costs thereof or may require the specific performance by the other party of all terms, conditions, covenants of this AGREEMENT. The foregoing will be in addition to any other

remedy now or hereafter provided by law. In the event the government approvals required for the performance of the AGREEMENT are not obtained, despite the good faith efforts and recommendations of the parties, then parties shall have the rights and remedies afforded them by law, in addition to any rights and remedies conferred under this AGREEMENT.

- (c) The legality or invalidity of any provision or any portion of this AGREEMENT shall not affect the validity of any remaining provision.
- (d) The law of the State of Nevada shall be applied in interpreting and construing this AGREEMENT.
- (e) This AGREEMENT and Right of Way Deed, referred to in this AGREEMENT hereinafter collectively called the TRANSACTION DOCUMENTS, shall be executed and delivered contemporaneously, and once executed, the TRANSACTION DOCUMENTS shall constitute the entire contract and agreement between the parties hereto, and no modification hereof shall be binding unless such modification is set forth in writing, and signed by the parties hereto.
- (f) All property descriptions are fixed and no adjustment will be necessary to meet construction requirements.
- (g) All covenants and agreements herein contained shall extend to be obligatory upon the heirs, executors, administrators, successors, and assigns, as the case may be, of the respective parties.
- (h) As used herein, the term OWNER shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.
- (i) As set forth in the TRANSACTION DOCUMENTS, the TOWN shall have the right to adapt and improve the whole or any part of such property acquired by TOWN from OWNER.
- (j) This AGREEMENT may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT, the day and year first above written.

OWNER:

William F. Wilke
WILLIAM F. WILKE

Sally J. Wilke
SALLY J. WILKE

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On 3/22, 2019 before me, the undersigned, a Notary Public in and for said County and State, personally appeared WILLIAM F. WILKE and SALLY J. WILKE known to me to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Marie L. Nicholson
Notary Public

TOWN
REVIEWED AND RECOMMENDED BY:

Carol Louthan
Carol Louthan, Acting Town Manager
Dated: 3/29/19

BOARD APPROVAL BY:

Linda Slater
Linda Slater, Chairwoman

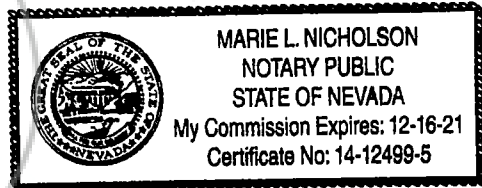


Exhibit "C"
DESCRIPTION
RIGHT OF WAY AQUISITION
(A.P.N. 1320-32-717-003)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of Section 32, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at the most westerly corner of Lot 10 in Block A of Hawkins Addition To The Town Of Gardnerville recorded May 16, 1915 in Book B of Miscellaneous records, at page 408 in the Office of Recorder, Douglas County, Nevada and also being the intersection of Douglas Avenue and Mill Street;

thence along the southerly right of way line of Mill Street North $45^{\circ}10'00''$ East, 11.86 feet;

thence leaving said southerly right of way line of Mill Street South $13^{\circ}22'31''$ West, 6.70 feet;

thence along a tangent curve to the left having a radius of 12.00 feet, a central angle of $55^{\circ}36'23''$ and an arc length of 11.65 feet;

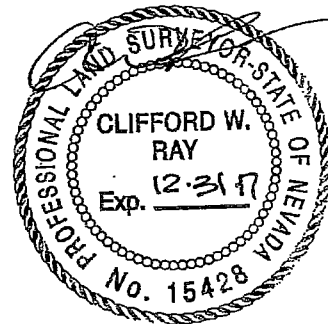
thence South $45^{\circ}10'00''$ West, 0.50 feet to a point on the easterly right of way line of Douglas Avenue;

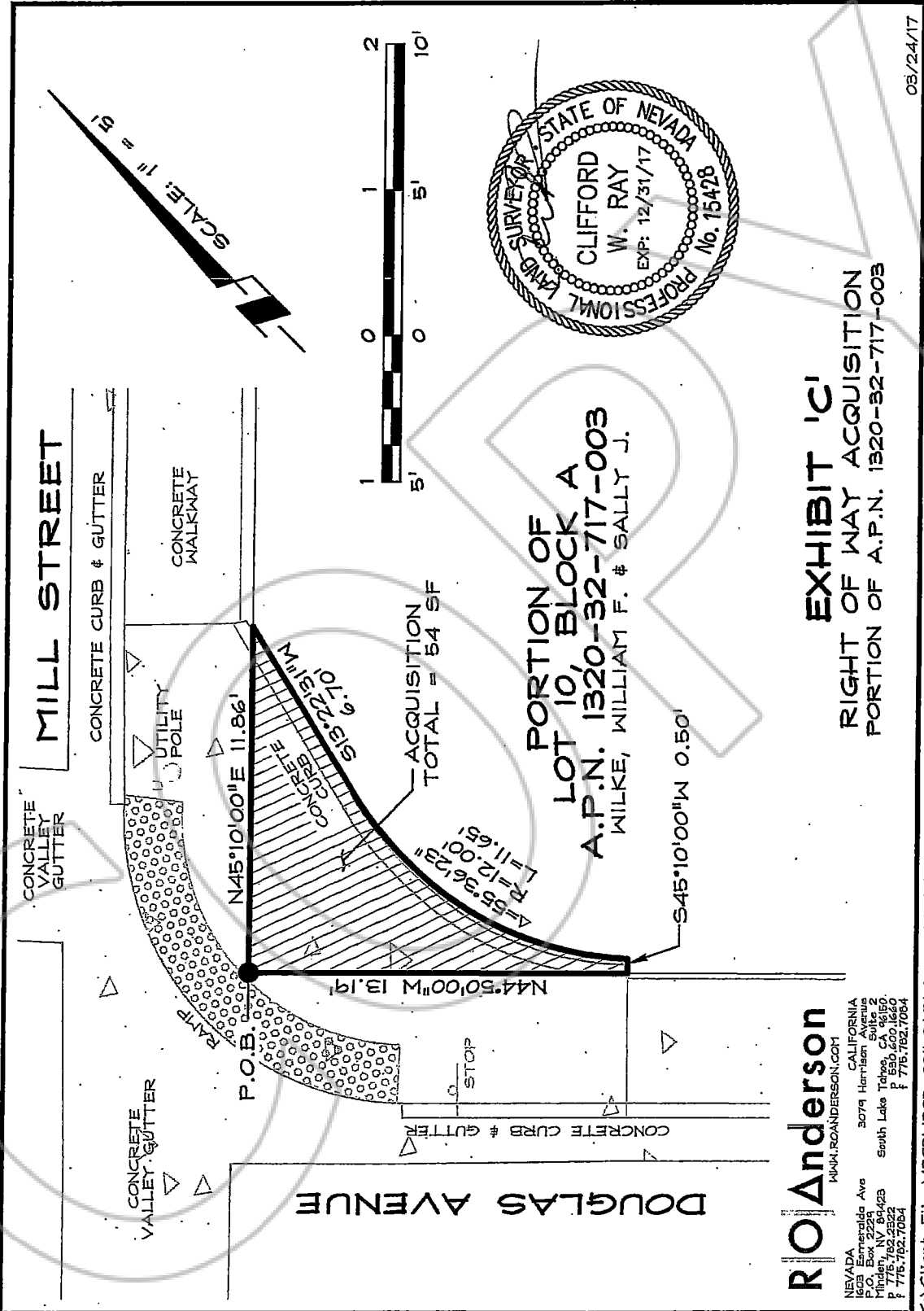
thence along said easterly right of way line of Douglas Avenue North $44^{\circ}50'00''$ West, 13.19 feet to the POINT OF BEGINNING, containing 54 square feet, more or less.

The Basis of Bearing for this description is identical to that Lot 10 in Block A of Hawkins Addition To The Town Of Gardnerville recorded May 16, 1915 in Book B of Miscellaneous records, at page 408 in the Office of Recorder, Douglas County, Nevada

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423





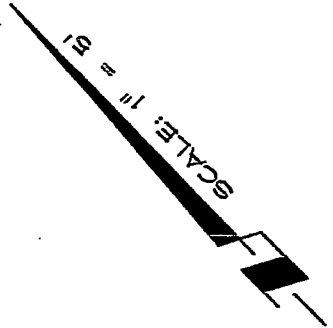
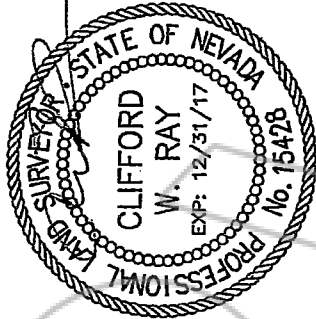
MILL STREET

DOUGLAS AVENUE

**PORTION OF
LOT 10, BLOCK A
A.P.N. 1320-32-717-003
WILKE, WILLIAM F. & SALLY J.**

ROAnderson
WWW.ROANDERSON.COM
NEVADA
1608 Emerald Ave
P.O. Box 2229
Minden, NV 89423
T 775.782.7322
F 775.782.7054
CALIFORNIA
3079 Harrison
Minden, CA 95950
South Lake Tahoe, CA 96150
P 530.609.1660
F 775.782.7064

**EXHIBIT 'C'
RIGHT OF WAY ACQUISITION
PORTION OF A.P.N. 1320-32-717-003**



03/24/17

STATE OF NEVADA DECLARATION OF VALUE

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument#: _____

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

1. Assessor Parcel Number (s)
 (a) 1320-32-717-003
 (b) _____
 (c) _____
 (d) _____

2. Type of Property:

a) <input type="checkbox"/> Vacant Land	b) <input type="checkbox"/> Single Fam Res.
c) <input type="checkbox"/> Condo/Twnhse	d) <input type="checkbox"/> 2-4 Plex
e) <input type="checkbox"/> Apt. Bldg.	f) <input type="checkbox"/> Comm'l/Ind'l
g) <input type="checkbox"/> Agricultural	h) <input type="checkbox"/> Mobile Home
i) <input checked="" type="checkbox"/> Other	

3. Total Value/Sales Price of Property:
 Deed in Lieu of Foreclosure Only (value of property) _____
 Transfer Tax Value: _____
 Real Property Transfer Tax Due: _____

\$\$\$ _____
 \$\$\$ _____
 \$\$\$ _____
 \$\$\$ _____

4. If Exemption Claimed:
 a. Transfer Tax Exemption, per NRS 375.090, Section: 2
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1 % per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity _____

Signature [Signature] Capacity Interior Town Mgr

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: William F. Wilke & Sally J. Wilke
 Address: 1477 Douglas Ave
 City: Gardnerville
 State: NV Zip: 89410

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Town of Gardnerville
 Address: 1407 Hwy 395 N
 City: Gardnerville
 State: NV Zip: 89410

COMPANY/PERSON REQUESTING RECORDING
(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____