

APN# 1220-03-311-002

Recording Requested by/Mail to:

Name: Town of Gardnerville

Address: 1407 Highway 395 N

City/State/Zip: Gardnerville, NV 89410



KAREN ELLISON, RECORDER

Mail Tax Statements to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Agreement between JEFFORY D & HARMONY M HILDEBRAND AND THE TOWN OF GARDNERVILLE

**Title of Document** (required)

------(Only use if applicable)-----

The undersigned hereby affirms that the document submitted for recording  
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

This document is being (re-)recorded to correct document # \_\_\_\_\_, and is correcting

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the Town of Gardnerville, acting by and through its Town Board and Town Manager (hereinafter collectively referred to as the "Town"), and Jeffory D. Hilderbrand and Harmony M. Hilderbrand.

### WITNESSETH

**WHEREAS**, Jeffory D. Hilderbrand and Harmony M. Hilderbrand, Husband and Wife, as Joint Tenants (hereinafter collectively referred to as "Hilderbrand"), represent that they own a certain parcel of land identified by the Douglas County Assessor as APN: 1220-03-311-002 in Arbor Gardens adjacent to the Town's right-of-way located at Sugar Avenue and Pin Oak Drive within the Town's geographical boundaries, in Gardnerville, Douglas County, Nevada; and

**WHEREAS**, pursuant to NRS 269 and Douglas County Code 18.06.030, the Town has authority over the streets, alleys, and sidewalks in the Town; and

**WHEREAS**, at the request of homeowners within the Town of Gardnerville, including Hilderbrand, the Town has or will construct improvements within the Town's right-of-way located at Sugar Avenue and Pin Oak within the Town's boundaries, in Gardnerville, Douglas County, Nevada (hereafter referred to as the "improved area"); and

**WHEREAS**, pursuant to the statutory and ordinance provisions governing the Town, the Town may enter into agreements necessary to carry out its duties; and

**WHEREAS**, the parties desire that the improved area within the Town's right-of-way be hardscaped, landscaped, watered and maintained; and


**NOW THEREFORE**, in consideration of the promises and of the mutual covenants contained herein, it is hereby agreed between Hilderbrand and the Town agree as follows:

1. The Town agrees to construct and install curbs, gutters, rock and landscaping within the improved area and its right-of-way located at Sugar Avenue and Pin Oak within the Town's boundaries, in Gardnerville, Douglas County, Nevada; and
2. The Town agrees to provide and bear the initial fixed costs for the improvements including the irrigation system (i.e., pipes, valves, sprinkler's, drip system) to connect to Hilderbrand's irrigation system and to maintain the landscaping to the improved area within the right-of-way.
3. The Town agrees to inspect, repair, improve and maintain the improvements within the Town's right-of-way, with the exception that Hilderbrand shall keep the improved area free from debris and weeds on a routine and daily basis as needed.


4. Hilderbrand agrees to provide water, and to authorize the Town to connect to the irrigation system located on APN: 1220-03-311-002, to irrigate the landscaping located on the improved area within the Town's right-of-way.
5. Hilderbrand agrees to maintain and keep the irrigation system located within the boundaries of APN: 1220-03-311-002 in good working order to irrigate the improved area within the Town's right-of-way. Hilderbrand shall bear any and all expenses for maintenance, repair and improvements to the irrigation system within the boundaries of APN 1220-03-311-002.
6. Hilderbrand agrees to provide the Town access and the right to inspect, improve, repair and maintain the connection to the irrigation system originating from APN 1220-03-311-002 as needed. The Town shall bear any and all expenses associated with its inspection, and expenses for maintenance, repairs and improvements of the irrigation system within the boundaries of the Town's right-of-way.
7. Hilderbrand shall keep the improved area free from weeds and debris. Further, Hilderbrand shall provide water for the purpose of irrigating the improved area, without cost or assessment to the Town.
8. The laws of the State of Nevada shall govern and construe this Agreement.
9. This Agreement shall bind the heirs, successors, executors, administrators and assigns of the parties.
10. This Agreement shall constitute the entire agreement between the parties hereto, and no modification hereof shall be binding unless executed by the Town and Hilderbrand, or their respective heirs, successors, executors, administrators and assigns of the parties, as the case may be.
11. To The fullest extent permitted by law, Hilderbrand shall indemnify, hold harmless and defend the Town from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Hilderbrand, its officers, employees, and agents. Notwithstanding the obligation of Hilderbrand to defend the Town as set forth in this paragraph, the Town may elect to participate in the defense of any claim brought against the Town because of the conduct of Hilderbrand, its officers, employees, and agents. Such participation shall be at the Town's own expense and the Town shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and intend to be legally bound thereby.

TOWN OF GARDNERVILLE

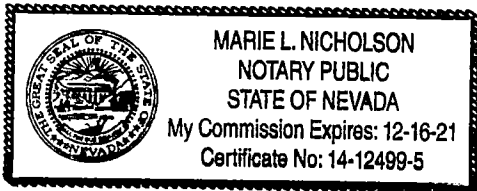
  
 \_\_\_\_\_ 10/30/19  
 JEFFORY D. HILDERBRAND (Dated)

  
 \_\_\_\_\_ 5/26/2020  
 HARMONY M. HILDERBRAND (Dated)

  
 \_\_\_\_\_ 7/7/2020  
 LINDA SLATER (Dated)  
 Chairperson, Gardnerville Town Board

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on the 30<sup>th</sup> day of October, 2019 by  
~~JEFFORY D. HILDERBRAND and HARMONY M. HILDERBRAND.~~  
HILDERBRAND



Marie L. Nicholson  
NOTARY PUBLIC

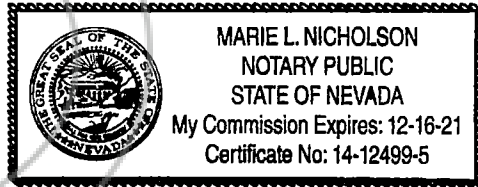
STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on the 7<sup>th</sup> day of July, ~~2019~~ 2020 by  
~~LINDA SLATER~~ as CHAIRPERSON of GARDNERVILLE TOWN BOARD.  
LLOYD FIGUERA



Carol A. Louthan  
NOTARY PUBLIC

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )



This instrument was acknowledged before me on the 26<sup>th</sup> day of  
May, 2019 by HARMONY M. HILDERBRAND.  
2020

Marie L. Nicholson  
NOTARY PUBLIC