

When recorded mail to:  
Grantee C/O Ticor Title  
5441 Kietzke Lane Suite 100  
Reno, NV 89511

DOUGLAS COUNTY, NV      **2020-957347**  
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\$40.00      Pgs=10      12/01/2020 09:21 AM  
TICOR TITLE - RENO (TITLE ONLY)  
KAREN ELLISON, RECORDER

## AMENDED AND RESTATED ACCESS AND PUBLIC UTILITY EASEMENT

This Amended and Restated Access and Public Utility Easement is made on this 17, day of November, 2020, by and among JH - GARDNERVILLE, LLC, a Texas limited liability company (herein "Grantor") Gardnerville Water Company, a Nevada nonprofit cooperative corporation ("GWC").

### RECITALS:

- A. Grantor is the owner of that certain real property described on **Exhibit "A"** attached hereto and made a part hereof (the "Grantor Property").
- B. Grantor's predecessor in interest, Douglas County, a political subdivision of the State of Nevada ("DC"), and GWC's predecessor in interest, Herbig Properties, Ltd. ("Herbig") were parties to an Access and Public Utility Easement dated April 17, 2003 and recorded in the real property records of Douglas County, Nevada, on May 6, 2003, under File 0575748 [Book 0503, Page 02436] (the "Existing Easement Agreement"), pursuant to which DC granted to Herbig an easement over a portion of Grantor Property (the "Easement Area") as more particularly set forth in the Existing Easement Agreement for access and public utilities by Herbig (as more fully described therein).
- C. Grantor and GWC desire to revise the location and scope of the Easement Area as more specifically set forth herein.
- D. Grantor and GWC desire to otherwise amend and restate in its entirety, the Existing Easement Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this agreement, Grantor, and GWC hereby amend and restate the Existing Easement Agreement in its entirety as follows:

1. Reference is hereby made to that certain portion of the Grantor Property being particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Easement Area"). Grantor grants the following rights to GWC within the Easement Area: (i) pedestrian and vehicular ingress and egress over the existing roadway which transverses the Easement Area and

(ii) equipment and pedestrian access to the five (5) ft. strip along the property line (a/k/a Hwy 395 right of way boundary line) to access the water main in the vicinity of the five (5) ft. strip. The areas encumbered by subparts (i) and (ii) are more fully depicted in the area as shown on **Exhibit "C"**.

2. The easements granted to GWC herein are perpetual, non exclusive, and runs with the land.

3. The easements granted to GWC herein, are as applicable, subject to the following restrictions:

(a) The installation, maintenance, rights and obligations noted in paragraph 1 above, except in the case of emergency, are subject to GWC providing to Grantor at least 10 days written notice of GWC's intent to use the easement for purposes described in paragraph 1, which use must occur during normal business hours;

(b) The easements shall be used in a manner which does not constitute a nuisance to the Grantor Property;

(c) The easements shall not be paved, lighted, or otherwise improved by GWC, except as permitted specifically by written agreement by the Grantor.

4. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party or parties to be charged.

5. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

6. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, and shall run with the lands affected hereby.

[Signatures on next page]

EXECUTED on the dates set forth below.

"GRANTOR"

JH - GARDNERVILLE, LLC, a Texas limited liability company

By: Jones / Hummel Holdings, LLC,  
a Texas limited liability company, its Managing Member

By: Ben Hummel  
Name: Ben Hummel  
Title: VP

Date: 11/12/20

~~"GWD"~~

~~GARDNERVILLE WATER DISTRICT,  
a Nevada nonprofit cooperative corporation~~

~~By: \_\_\_\_\_~~

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

~~Title: \_\_\_\_\_~~

~~Date: \_\_\_\_\_~~

EXECUTED on the dates set forth below.

"GRANTOR"

JH - GARDNERVILLE, LLC, a Texas limited liability company

By: Jones / Hummel Holdings, LLC,  
a Texas limited liability company, its Managing Member  
**SIGNED IN COUNTERPART**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

"GWC"

GARDNERVILLE WATER COMPANY,  
a Nevada nonprofit cooperative corporation

By: Mark Lovelady

Name: Mark Lovelady

Title: Manager

Date: Nov. 17, 2020

**JH-Gardnerville, LLC**

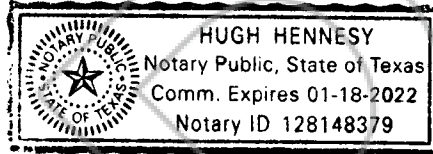
State of Texas

County of Dallas

On this 12th day of November, 2020, personally appeared before me, the undersigned Notary Public in and for the County and State aforesaid, Ben Hummel known to be to be the person described in and who executed for the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

Hugh Hennessy  
Notary Public



**Gardnerville Water Company**

State of Nevada

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, the undersigned Notary Public in and for the County and State aforesaid, \_\_\_\_\_ known to be to be the person described in and who executed for the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

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

**JH-Gardnerville, LLC**

State of Texas

County of \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, the undersigned Notary Public in and for the County and State aforesaid, \_\_\_\_\_ known to be to be the person described in and who executed for the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

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

**Gardnerville Water Company**

State of Nevada

County of Douglas

On this 17 day of November, 2020, personally appeared before me, the undersigned Notary Public in and for the County and State aforesaid, Mark Lovelady known to be to be the person described in and who executed for the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

Kristi Bennett

Notary Public



## EXHIBIT "A"

### Grantor Property

All that certain real property situate in the County of Douglas, State of Nevada, as shown on that certain Reversion To Acreage for HERITAGE BANK OF NEVADA, Reversion Of The Line Between Parcel 2 and Parcel 3 Withn Dcoument No 763100, situate with a portion of Sections 3 and 4, Township 12 North, Range 20 East, M D M , more particularly described as follows

#### TRACT 1

#### REVERSION RESULTANT PARCEL

A portion of the East Half (E 1/2) of Section 4, and the West Half (W 1/2) of Section 3 of Township 12 North, Range 20 East, M.D.B. & M, and set forth as Adjusted Parcel 2 in Boundary Line Adjustment Grant, Bargain, Sale Deed recorded March 25, 2009 as Document No 740141 and Parcel 3 in Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on May 4, 2010, in Book 510, Page 690 as Document No 763100 of Official Records Douglas County, Nevada, being more particularly described as follows.

Commencing at the most Northerly corner of adjusted Parcel One as shown on the Record of Survey for Colonial Bank NA, recorded December 27, 2007, in the office of the recorder of Douglas County Nevada as Document No 715367.

Thence along the Easterly line of adjusted Parcel One and adjusted Parcel Two as shown on said map, South 00° 21' 36" West, a distance of 184.02 feet to the POINT OF BEGINNING.

THENCE continuing along the Easterly Line of said adjusted Parcel Two South 00° 21' 36" West, a distance of 194.33 feet.

THENCE curving to the right along the arc of a 150.00 foot radius curve, concave Westerly, through a central angle of 37° 26' 52", with an arc length of 98.04 feet.

THENCE South 37° 48' 28" West, a distance of 24.22 feet to the East line of the Southeast Quarter (SE 1/4) of said Section 4 as shown on the Record of Survey for Douglas County filed for record on November 24, 2008, in Book 1108, Page 4361, as Document No 733504 in the Douglas County Nevada Recorder's Office.

THENCE along the East line of said Section 4, South 00° 39' 29" West 71.31 feet to the Easterly right-of-way of U S Highway 395.

THENCE along the arc of a nontangent curve to the left having a radius of 5,060.00 feet, central angle of 00° 11' 03", arc length of 16.26 feet and chord bearing and distance of North 37° 43' 44" West, 16.26 feet to a point on the Easterly right-of-way of U S Highway 395, also being the Westerly line of that portion of right-of-way abandoned in Resolution of Abandonment of a Portion of State Highway Right-of-Way, recorded November 20, 2002, in said office of Recorder, in Book 1102, at Page 8530, as Document No. 558501.

THENCE along said Easterly right-of-way, along the arc of a curve to the left, having a radius of 5,060.00 feet, central angle of 01° 05' 16", arc length of 96.07 feet and chord bearing and distance of North 38° 21' 53" West 96.06 feet to the Southwesterly corner of a parcel of land described in a Grant Bargain and Sale Deed between Douglas County and G.T.E.B., LLC, recorded April 22, 2003, in said office of Recorder, in Book 0403, at Page 10825, as Document No. 574312.

THENCE along said right-of-way from a tangent bearing North 38° 54' 33" West, curving to the left along the arc of a 5,060.00 foot radius curve concave Southwesterly, through a central angle of 02° 14' 58", with an arc length of 198.65 feet to a point, a radial line to said point bears North 48° 50' 29" East.

THENCE departing said right-of-way, North 61° 07' 36" East, a distance of 280.60 feet TO THE POINT OF BEGINNING.

**EXHIBIT "B"**

**LEGAL DESCRIPTION  
EASEMENT**

A portion of the East Half (E 1/2) of Section 4, of Township 12 North, Range 20 East, M.D.B. & M. and set forth as the resultant parcel of the Map of Reversion to Acreage recorded March 25, 2019 as Document No. 2019-927016 in the Office of the County Recorder of Douglas County, Nevada, being more particularly described as follows:

**BEGINNING** at a point on the East line of said Section 4 whence the one-quarter corner common to Sections 3 and 4, Township 12 North, Range 20 East, M.D.B. & M., bears North 00°39'29" East, 43.78 feet distant;

**THENCE** along said section South 00°39'29" West, a distance of 86.37 feet;

**THENCE** leaving said section line South 32°01'28" West, a distance of 57.17 feet;

**THENCE** South 37°58'50" East, a distance of 47.68 feet to the said west line of section 4;

**THENCE** South 00°39'29" West, a distance of 8.06 feet to the northeasterly right of way line of U. S. Highway 395;

**THENCE** along said right of way on an arc of a nontangent curve to the left having a radius of 5,060.00 feet, delta angle of 00°11'03", arc length of 16.26 feet and chord bearing and distance of North 37°43'54" West, 16.26;

**THENCE** continuing along said right-of-way, along the arc of a curve to the left, having a radius of 5,060.00 feet, delta angle of 00°55'55", arc length of 82.30 feet and chord bearing and distance of North 38°17'21" West, a distance of 82.30 feet;

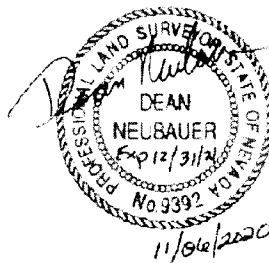
**THENCE** leaving said right of way North 46°43'44" East, a distance of 62.29 feet;

**THENCE** North 16°18'58" East, a distance of 62.86 feet to the **POINT OF BEGINNING**;

The above described area contains 3,292 Square Feet +/-.

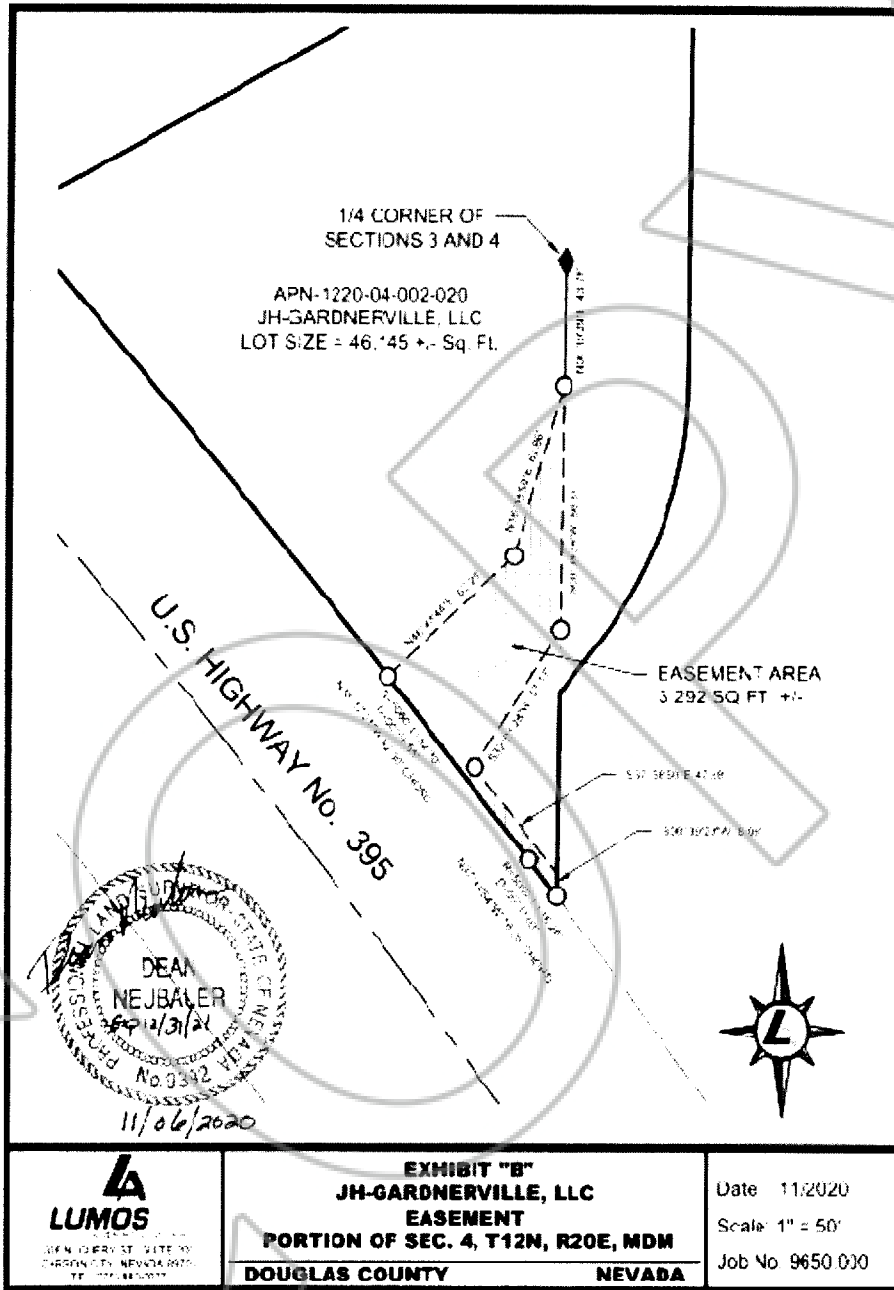
**THE BASIS OF BEARING** for this description is identical to the Map of Reversion to Acreage recorded March 25, 2019 as Document No. 2019-927016 in the Office of the County Recorder of Douglas County, Nevada.

Prepared by  
**Lumos & Associates, Inc.**  
Dean Neubauer, PLS 9392  
308 N. Curry Street, Suite 200  
Carson City, NV 89703  
JN.9650.000





**EXHIBIT "C"**





Douglas County Recorder's Office

Karen Ellison, Recorder

<http://recorder.co.douglas.nv.us>

[kellison@co.douglas.nv.us](mailto:kellison@co.douglas.nv.us)


(775) 782-9027

## LEGIBILITY NOTICE

The Douglas County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties right may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy.

  
Signature

  
Date

  
Printed Name

MAILING ADDRESS: P.O. Box 218, Minden, Nevada 89423

Main phone (775) 782-9025 - FAX (775) 783-6413