

APN: 1320-30-601-05

#02103690-CD

**RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:**

HERITAGE BANK OF NEVADA  
2330 S. Virginia Street  
Reno, NV 89502  
Attn: Lawrence Bell, VP, Sr. Coml. Lender

and

CARSON VALLEY MEDICAL CENTER  
1107 U. S. Highway 395  
Gardnerville, NV 89410  
Attn: Colleen Reid, CFO

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Pursuant to NRS 239b.030)

(Above Space For Recorder's Use Only)

**SUBSTITUTION OF TRUSTEE AND DEED OF FULL RECONVEYANCE OF DEED OF TRUST AND TERMINATION OF HAZARDOUS MATERIALS CERTIFICATE AND INDEMNITY AGREEMENT ("AGREEMENT")**

TO: Ticor Title of Nevada, Inc.  
5441 Kietzke Lane, Ste. 100  
Reno, NV 89419  
Attn: Shelly Saltz; Order No. 02103690-CD

**RECITALS**

WHEREAS, Heritage Bank of Nevada, as lender (the "Lender"), made a loan (Loan 1300055637) to Washoe Barton Medical Clinic, dba Carson Valley Medical Center, a Nevada non-profit corporation, as borrower, which Loan is evidenced by a promissory note (the "Note") secured by that certain Deed of Trust (the "Deed of Trust") made as of December 28, 2012 by Borrower, as trustor (the "Trustor"), in favor of Lender, as beneficiary (the "Beneficiary") and Western Title Company, LLC ("Western Title Company") as the trustee (the "Original Trustee"), and recorded in the Official Records of Douglas County, State of Nevada, on December 28, 2012 as Instrument No. 815314 against that certain property legally described in Exhibit A, attached hereto and incorporated herein by this reference (the "Mortgaged Property"); and

WHEREAS, as additional security for the Loan, the Lender and the Trustor are also parties to that certain Hazardous Materials Certificate and Indemnity Agreement (the "Hazardous Materials Agreement") dated December 28, 2012 and recorded in the Official Records of Douglas County, State of Nevada, on December 28, 2012 as Instrument No. 815315 against the Property; and

WHEREAS, all sums and obligations under the Note secured by the Deed of Trust have been paid in full or have been satisfied and in accordance with the provisions in the Deed of Trust, and the Lender, as the Beneficiary under the Deed of Trust, hereby gives notice of the substitution and appointment of Lender as successor trustee under the Deed of Trust (the "Successor Trustee") in place of and in lieu of Western Title Company, the Original Trustee, and does hereby vest in itself, as Successor Trustee under the Deed of Trust, with all rights, title, estate, power, duty and trusts conferred by the Deed of Trust upon the Original Trustee;

**AGREEMENT**

**NOW THEREFORE**, the Lender and Trustor acknowledge and agree as follows:

1. Substitution of Trustee and Acceptance of Substitution; Reconveyance and Release of Deed of Trust. Lender, as Beneficiary, hereby substitutes itself as successor trustee under the Deed of Trust in lieu of Western Title Company as Original Trustee under said Deed of Trust. Lender, as Beneficiary, accepts the appointment of itself as the successor trustee under the Deed of Trust. Lender, as the holder of the Note, which has been fully paid and satisfied, and in accordance with the provisions of said Deed of Trust, Lender, as Successor Trustee, does hereby reconvey and release unto the persons or person legally entitled thereto without warranty, all the estate and interest derived to it under said Deed of Trust in the Mortgaged Property.

2. Termination of Hazardous Materials Agreement. Lender and Trustor acknowledge and agree the Hazardous Materials Agreement has terminated effective as of July 28, 2021 (the "Termination Date"). The Lender and Trustor shall have no further duties and obligations under the Hazardous Materials Agreement as of the Termination Date, except as to those duties and obligations that expressly survive termination.


3. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one instrument.

*[SIGNATURE ON NEXT PAGE]*

IN WITNESS WHEREOF, the Lender, as Beneficiary and Substitute Trustee, and the Trustor have executed this Substitution of Trustee and Full Reconveyance of Deed of Trust and Termination of Hazardous Materials Certificate and Indemnity Agreement as of the day and year written below.

**“LENDER”**

HERITAGE BANK OF NEVADA, in its capacity as Beneficiary and Successor Trustee

By:   
Name: LAWRENCE A. BELL  
Title: VICE PRESIDENT  
Date: 7/22/21

**“TRUSTOR”**

WASHOE BARTON MEDICAL CLINIC, dba Carson Valley Medical Center, as Trustor

SIGNED IN COUNTERPART

By: \_\_\_\_\_  
Name: Colleen Reid  
Title: Chief Financial Officer  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Lender, as Beneficiary and Substitute Trustee, and the Trustor have executed this Substitution of Trustee and Full Reconveyance of Deed of Trust and Termination of Hazardous Materials Certificate and Indemnity Agreement as of the day and year written below.


**“LENDER”**

HERITAGE BANK OF NEVADA, in its capacity as Beneficiary and Successor Trustee

By: SIGNED IN COUNTERPART  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**“TRUSTOR”**

WASHOE BARTON MEDICAL CLINIC, dba Carson Valley Medical Center, as Trustor

By:   
Name: Colleen Reid  
Title: Chief Financial Officer  
Date: 7/23/2021

# NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

COUNTY OF Washoe

This instrument was acknowledged before me on July 22, 2021 by  
Lawrence A. Bell, (name of person).

Cindy L. Mackowiak

Notary Public Signature

Print Cindy L. Mackowiak

Title Notary



(Seal)

# NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

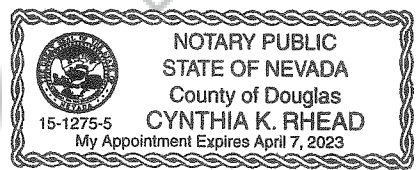
COUNTY OF Douglas

This instrument was acknowledged before me on July 23 2021 by  
Colleen Elizabeth Red Bryant (name of person).

Notary Public Signature

Print Cynthia K. Rhead *Cynthia K Rhead*

Title Notary Public



(Seal)

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

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 the East one-half (E ½) of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at a Nevada Department of Transportation survey well on the center south bound land of U.S. Highway 395, a brass disk in concrete, State "S" 56+92.33 P.T., as shown on the Record of Survey to Support a Boundary Line Adjustment for Roland and Joan P. Dreyer filed for record July 31, 1997 in the office of Recorder, Douglas County, Nevada as Document No. 418466;

Thence South 89°41'44" East, 117.00 feet to a point on the Easterly right of way of U.S. Highway 395, Project F-395-1 (3); thence along said Easterly right of way, North 00°18'16" East 291.12 feet to the Point of Beginning;

Thence continuing along said Easterly right of way, North 00°18'16" East, 320.25 feet to the south line of public access and P.U.E. filed for record in the office of Recorder, Douglas County, Nevada in Book 797, at Page 5706;

Thence along the south line of said public access and P.U.E., the following four courses: thence South 89°42'00" East, 132.82 feet; thence along the arc of a curve to the right having a radius of 117.00 feet, central angle of 75°00'00", and arc length of 153.15 feet; thence South 14°42'00" East, 94.47 feet; thence along the arc of a curve to the left having a radius of 715.76 feet, central angle of 06°36'50" and arc length of 82.62 feet to the North line of Adjusted Parcel 3 as shown on said map thence leaving said public access and P.U.E., South 68°41'10" West, 173.44 feet; thence North 89°42'00" West, 135.00 feet to the Point of Beginning.

Access easement agreement, upon the terms and conditions contained therein, recorded July 31, 1997 in Book 797, Page 5687, as Document No. 418455.

NOTE: The above metes and bounds description appeared previously in that certain quitclaim deed in the office of the County Recorder of Douglas County, Nevada on May 20, 2004, in Book 0504, Page 9381 as Document No. 613641, of Official Records, and that certain Quitclaim Deed (Corrected) recorded on December 4, 2008, in Book 1208, Page 729 as Document No. 418455.

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