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A portion of A.P.N. 1320-32-613-015

RETURN RECORDED DOCUMENT TO:  
DAWN ELLERBROCK, ESQ.  
ALLISON, MacKENZIE, PAVLAKIS,  
✓ WRIGHT & FAGAN, LTD.  
P.O. Box 646  
Carson City, NV 89702

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 OF 6 Fee: 19.00  
BK-0411 PG- 5525 RPIT: 0.00



The persons executing this document hereby affirm that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030.

GRANT OF EASEMENT

THIS INDENTURE, made on April 23, 2011, by and between, SHIRLEY M. ANKER, an unmarried woman, hereinafter referred to as "Grantor," and MARK R. DUDLEY and BEVERLY A. DUDLEY, Trustees of THE DUDLEY FAMILY TRUST, hereinafter referred to as "Grantees."

WITNESSETH:

WHEREAS, the Grantor is the owner of that certain parcel of land located in Douglas County, Nevada, address being 1125 Bell Street, Gardnerville, Nevada, and generally described as Assessor's Parcel Number 1320-32-613-015 ("Grantor's Property");

WHEREAS, the Grantees are the owners of that certain parcel of land located in Douglas County, Nevada, address being 1121 Bell Street, Gardnerville, Nevada, and generally described as Assessor's Parcel Number 1320-32-613-010 ("Grantees' Property") which is adjacent to the Grantor's Property;

WHEREAS, the Grantor agrees to provide certain easement rights to the Grantees for the continued location and maintenance of solid waste and/or recycling containers on a portion of the Grantor's Property for the sole purpose of serving the Grantees' Property.

NOW THEREFORE, the undersigned Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer and deliver unto the Grantees, their successors and assigns, a non-exclusive easement for the purpose of locating, operating and maintaining a container or containers, including but not limited to a garbage dumpster, for solid waste and/or recyclables on the Grantor's Property more particularly described in Exhibit "A" which is incorporated by this reference as if fully set forth herein in the configuration and location depicted on the attached Exhibit "B," which is incorporated by this reference as if fully set forth herein. This grant of easement is solely for the benefit of the Grantees' Property and shall run with the land and shall be binding upon and shall inure to the benefit of the Grantees, their heirs, successors and assigns.

TO HAVE AND TO HOLD the said easement unto the said Grantees and unto their successors and assigns forever.

The Grantor does not warrant or represent that the contemplated use by the Grantees is a legal or authorized use, and the Grantees and their successors in interest shall name and maintain the Grantor and her heirs, successors and assigns as additional insureds (and provide proof thereof to the Grantor), and the Grantees and their heirs, successors and assigns shall indemnify and defend Grantor and her heirs, successors and assigns from any and all actions, claims, damages, liability (including but not limited to legal fees and expenses) arising out of or related to Grantees and their heirs, successors, and assigns' use of said easement area, including but in no way limited to

personal or commercial use, maintenance and repair of said easement area. Grantees and their heirs, successors and assigns shall maintain the easement area in a reasonable, clean, and sanitary manner with no less than weekly service to remove said solid waste and recyclables from the container(s) located in the easement area. Grantees and their heirs, successors and assigns shall also reasonably maintain, at all times, the fenced enclosure surrounding the easement area designed to screen the containers from view of Grantor's property. Grantees and their heirs, successors and assigns shall have the sole responsibility for any and all expenses and liabilities related to the use, maintenance, repair and removal of waste and recyclables, and fencing surrounding the easement area.

IN WITNESS WHEREOF the parties hereto have caused this Grant of Easement to be signed on the date written on the line appearing beside each signature.

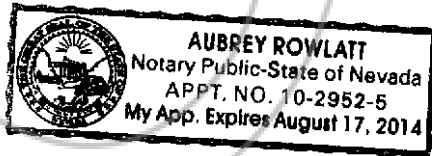
Date: 4/22/2011

*Shirley M. Anker*  
SHIRLEY M. ANKER, Grantor

STATE OF NEVADA        )  
  : ss.  
COUNTY OF DOUGLAS    )

On April 22, 2011, personally appeared before me, a notary public, SHIRLEY M. ANKER, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Grant of Easement, who acknowledged to me that she executed the foregoing document.

*Aubrey Rowlatt*  
NOTARY PUBLIC



THE DUDLEY FAMILY TRUST  
AGREEMENT, Grantees

Date: 4/21/2011

By: [Signature]  
MARK R. DUDLEY, Trustee

Date: 4-21-2011

By: [Signature]  
BEVERLY A. DUDLEY, Trustee

STATE OF NEVADA )  
 : ss.  
CARSON CITY )

On April 21, 2011, personally appeared before me, a notary public, MARK R. DUDLEY, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Grant of Easement and who acknowledged to me that he is a Trustee of THE DUDLEY FAMILY TRUST, and who further acknowledged to me that he executed the foregoing Grant of Easement on his own behalf and on behalf of said Trust.

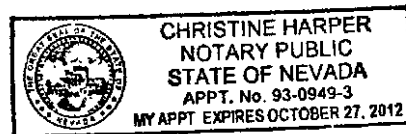


[Signature]  
NOTARY PUBLIC

STATE OF NEVADA )  
 : ss.  
CARSON CITY )

On April 21st, 2011, personally appeared before me, a notary public, BEVERLY A. DUDLEY, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Grant of Easement and who acknowledged to me that she is a Trustee of THE DUDLEY FAMILY TRUST, and who further acknowledged to me that she executed the foregoing Grant of Easement on her own behalf and on behalf of said Trust.

[Signature]  
NOTARY PUBLIC



1358-010  
03/29/11  
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**EXHIBIT 'A'  
DUMPSTER EASEMENT  
(A PORTION OF LOT 2, BLOCK 'C', MENELEY ADDITION)**

A strip of land for Dumpster Easement purposes being a portion of Lot 2, Block 'C' of the Meneley Addition to the Town of Gardnerville filed for record June 4, 1947 in the office of Recorder, Douglas County, Nevada, described as follows:

Commencing at a found 5/8" rebar with plastic cap, PLS 11172 falling on the westerly boundary of said Lot 2, said point also being the easterly corner of Adjusted Lot 1A as shown on the Record of Survey for Anker Family Trust filed for record January 16, 1998 in said office of Recorder as Document No. 430678, from which a found 5/8" rebar with plastic cap, PLS 11172 on the right-of-way line of U.S. Highway 395 bears South 45°05'40" West, 120.00 feet;

thence along the common boundary of said Lot 2 & Lot 1A, North 44°54'00" West, 39.82 feet to the POINT OF BEGINNING;

thence continuing along said common boundary of Lot 2 & Lot 1A, North 44°54'00" West, 9.52 feet;

thence at right angles the following three courses:

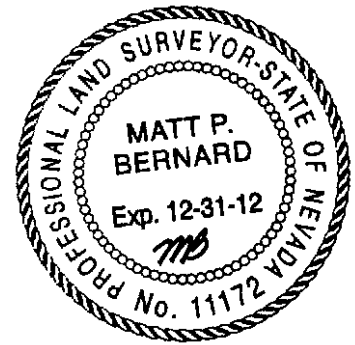
North 45°06'00" East, 5.19 feet;

South 44°54'00" East, 9.52 feet;

South 45°06'00" West, 5.19 feet to the POINT OF BEGINNING, containing 49 square feet, more or less.

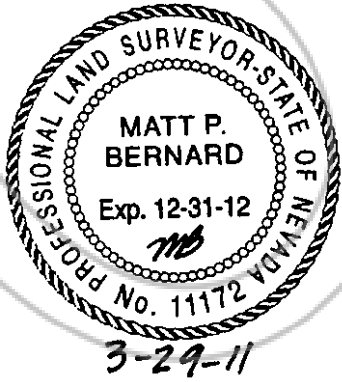
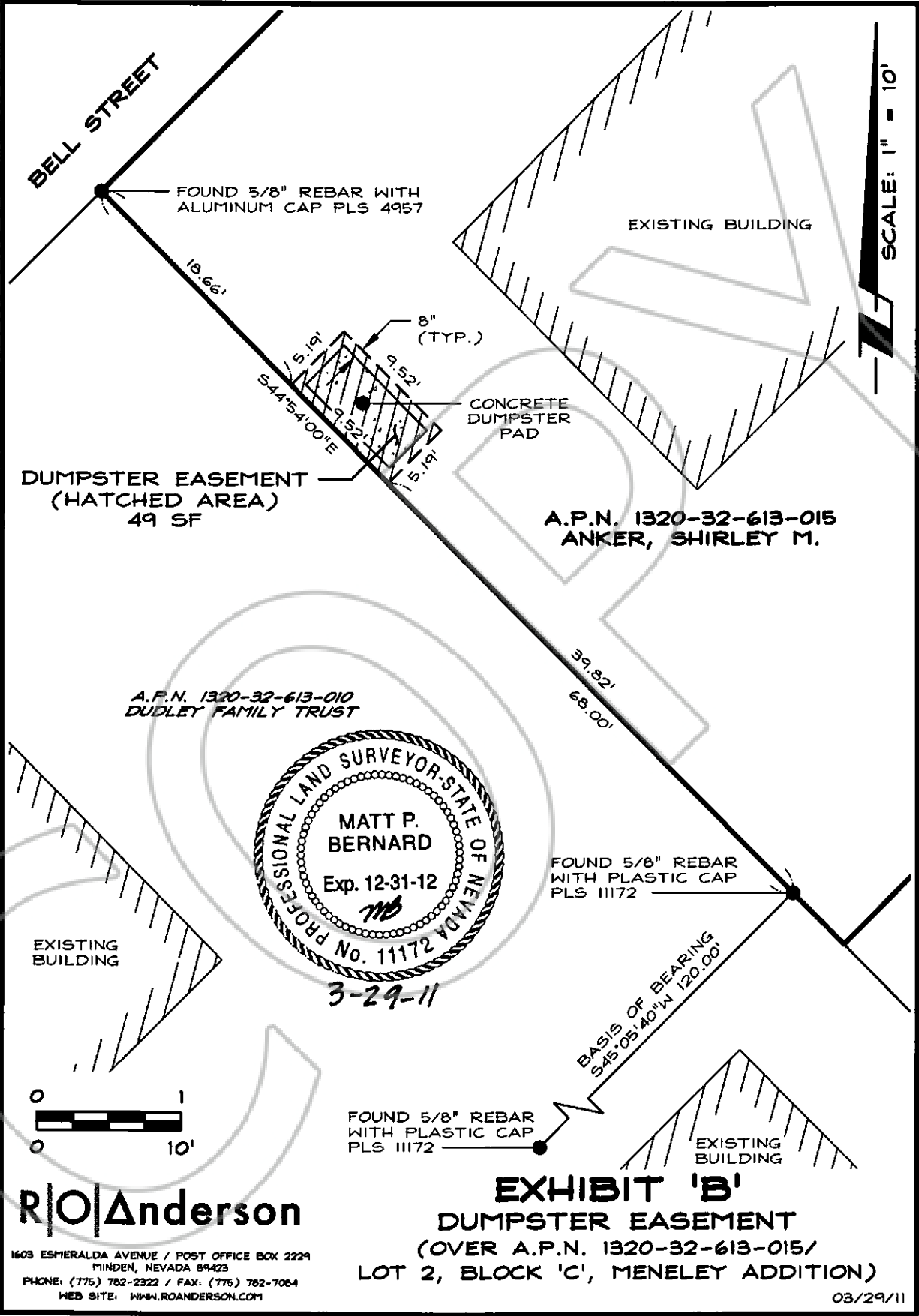
The Basis of Bearing for this description is the common line between Adjusted Lot 1A & Adjusted Lot 1B as shown on the Record of Survey for Anker Family Trust filed for record January 16, 1998 in said office of Recorder as Document No. 430678

Prepared By: Matt P. Bernard, P.L.S. 11172  
R.O. ANDERSON ENGINEERING, INC.  
P.O. Box 2229  
Minden, Nevada 89423



3-29-11

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**ROAnderson**

1603 ESHERALDA AVENUE / POST OFFICE BOX 2229  
 MINDEN, NEVADA 89423  
 PHONE: (775) 782-2322 / FAX: (775) 782-7084  
 WEB SITE: WWW.ROANDERSON.COM

**EXHIBIT 'B'**  
**DUMPSTER EASEMENT**  
 (OVER A.P.N. 1320-32-613-015/  
 LOT 2, BLOCK 'C', MENELEY ADDITION)

03/29/11