

APN: 1320-32-702-009



KAREN ELLISON, RECORDER

**RECORDING REQUESTED BY AND  
MAIL TO:**

Town of Gardnerville  
Attn: Tom Dallaire  
1407 Highway 395  
Gardnerville, NV 89410

*Pursuant to NRS 239B.030(4), I affirm that  
the instrument contained below (or attached hereto)  
does not contain the social security number of any person.*

**PUBLIC UTILITY EASEMENT**

THIS INDENTURE is made this 4<sup>th</sup> day of November, 2016, between Jose Sanchez and Ofelia Sanchez, Husband and Wife, as Joint Tenants, and the Town of Gardnerville, by and through its Manager, Thomas A. Dallaire (“Grantors”), and Douglas County, a political subdivision (“Grantee”). The Grantors, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey a perpetual and permanent, public utility easement, which is an interest in land, unto Grantee across, upon, over, through and under all that land more particularly described as follows:

**Legal description of the public utility easement granted by Grantors attached hereto as Exhibit A. A depiction of the public utility easement granted by Grantors is attached hereto as Exhibit B.**

This public utility easement is to be used for ingress, egress, construction, maintenance, operation, repair or replacement of public utilities, including but not limited to, water facilities, as defined by Douglas County Code.

This Public Utility Easement is placed of record for the purpose of the grant of a public utility easement that enlarges an existing 7.5' public utility easement recorded in the official records of the Douglas County Recorder's Office as Doc. No. 128101, as further depicted and set forth in the exhibits attached hereto.

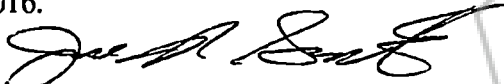
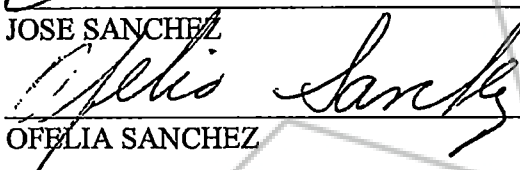
All rights, duties and obligations granted by this Public Utility Easement shall run with the land and shall be binding upon Grantors, their successors, agents and assigns forever.

Grantors covenant for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within Easement Area without the prior written consent of Grantee. Such structures and improvements include, but are not limited to: drainage facilities, trees, fencing, parking canopies, and other covered facilities. Grantors retain, for Grantors' benefit, the right to maintain, use, and otherwise landscape the Easement Area for Grantors' own purposes provided, however, that no use will interfere with, and will be in all respects consistent with, the Grantee's rights herein and all state, federal, and local regulations.

Grantee exercising a right hereunder shall hold harmless, indemnify and defend Grantors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act or omission of the public utility. All rights and remedies afforded by Easement shall run with the land, and shall be binding upon the Grantors, their successors, agents and assigns forever.


Grantors hereby represent that this Public Utility Easement has been duly executed and constitutes a valid, binding and enforceable obligation.

DATED this \_\_\_ day of November, 2016.

  
\_\_\_\_\_  
JOSE SANCHEZ  
  
\_\_\_\_\_  
OFELIA SANCHEZ

DATED this 4<sup>th</sup> day of November, 2016.

Town of Gardnerville, by and through its Manager

  
\_\_\_\_\_  
By: Thomas A. Dallaire  
Its: Manager

**ACKNOWLEDGEMENT**

STATE OF NEVADA                    )  
  ) ss.  
COUNTY OF DOUGLAS            )

On November 7<sup>th</sup>, 2016, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared JOSE SANCHEZ and OFELIA SANCHEZ, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

  
\_\_\_\_\_  
NOTARIAL OFFICER



**ACKNOWLEDGEMENT**

STATE OF NEVADA                    )  
  ) ss.  
COUNTY OF DOUGLAS            )

On November 4<sup>th</sup>, 2016, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared the Town of Gardnerville, by and through its Manager, Thomas A. Dallaire, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Marie L. Nicholson  
NOTARIAL OFFICER



**EXHIBIT 'A'**

**DESCRIPTION  
PUBLIC UTILITY EASEMENT**

A parcel of land for public utility easement purposes located within a portion of the southwest one-quarter (SW1/4) of Section 32, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, said parcel of land being portion of Parcel No. 4-B as shown on that certain Parcel Map for Cowper Hamilton Building, Inc, filed for record December 5, 1985 in the office of the Recorder, Douglas County, Nevada, as Document No. 128101, more particularly described as follows:

Commencing at the southeast corner of said Parcel No. 4-B, said point also being the northwesterly line of Mill Street;

thence along said northwesterly line of Mill Street, North 45°03'04" East, 23.18 feet to a point on the back face of an existing curb;

thence leaving the northwesterly line of Mill Street along said back face of an existing curb, North 44°57'51" West, 7.50 feet to the POINT OF BEGINNING;

thence leaving said back face of curb, South 45°03'04" West Length: 18.18 feet;

thence North 44°57'51" West, 21.93 feet to said back face of curb;

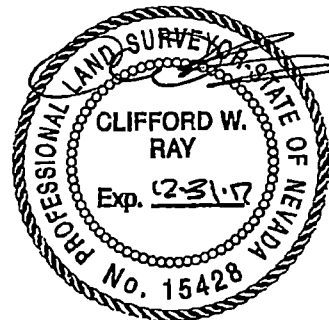
thence along said back face of curb, North 45°02'09" East, 3.68 feet;

thence continuing along said back face of curb along a tangent curve to the right having a radius of 14.50 feet, central angle of 90°00'00" and an arc length of 22.78 feet;

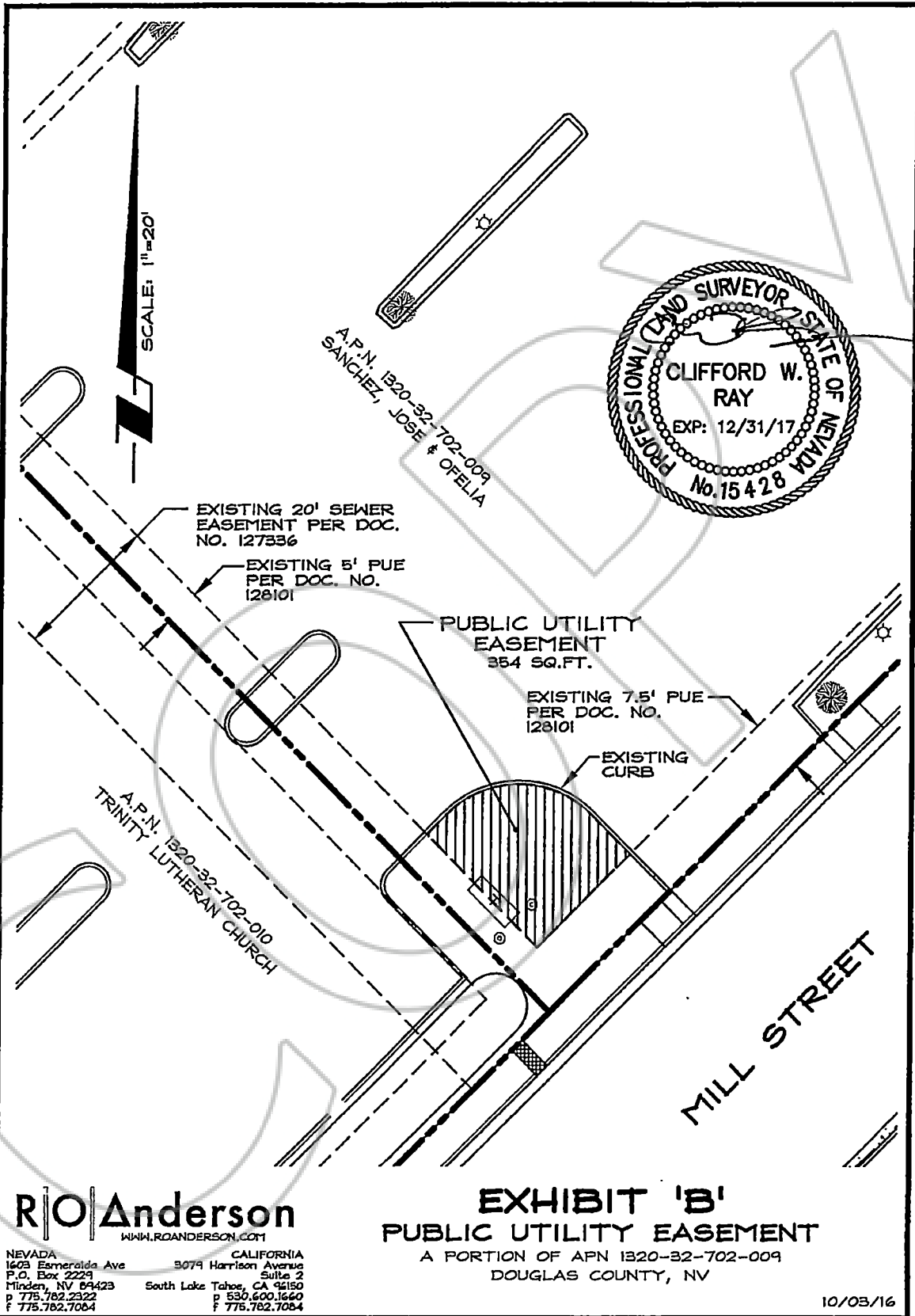
thence continuing along said back face of curb, South 44°57'51" East, 7.44 feet to the POINT OF BEGINNING, containing 354 square feet, more or less.

The basis of bearing for this description is North 45°03'04" East, being the northwesterly line Mill Street as shown on that certain Parcel Map for Cowper Hamilton Building, Inc., filed for record December 5, 1985 in the office of the Recorder, Douglas County, Nevada, as Document No. 128101.

Prepared By: R.O. ANDERSON ENGINEERING, INC.  
Clifford W. Ray, P.L.S. 15428  
P.O. Box 2229  
Minden, Nevada 89423



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**R|O|Anderson**  
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**EXHIBIT 'B'**  
**PUBLIC UTILITY EASEMENT**  
A PORTION OF APN 1320-32-702-009  
DOUGLAS COUNTY, NV

10/03/16