

APN: 1320-33-402-057
1320-33-402-080

**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.*



KAREN ELLISON, RECORDER

PUBLIC UTILITY EASEMENT

THIS INDENTURE is made this 18 day of August, 2016, between Village Motel, LLC, by and through its Managers, Cheryl Ann Agresti and David P. Agresti, 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, 10-foot wide 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 10-foot public utility easement granted by Grantors is attached hereto as Exhibit B.

This 10-foot wide 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 10-foot public utility easement existing between parcels of land, as further depicted and set forth in the exhibits attached hereto and in that certain Record of Survey in Support of a Boundary Line Adjustment for Grantors recorded concurrently herewith.

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.


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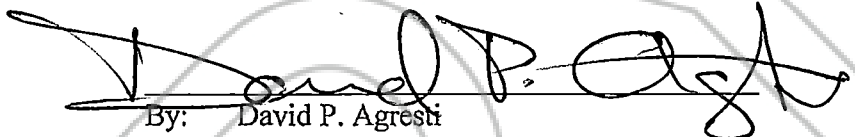
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Grantors hereby represent that this Public Utility Easement has been duly executed and constitutes a valid, binding and enforceable obligation.

DATED this 18 day of August, 2016.

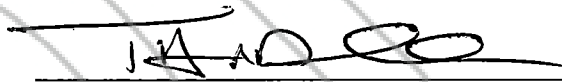
Village Motel, LLC, by and through its Managers


By: Cheryl Ann Agresti
Its: Manager


By: David P. Agresti
Its: Manager

DATED this 18 day of August, 2016.

Town of Gardnerville, by and through its Manager


By: Thomas A. Dallaire
Its: Manager

ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On August 18, 2016, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared Village Motel, LLC by and through its Managers Cheryl Ann Agresti and David P. Agresti, 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 in their authorized capacities, 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

Carol A. Louthan
NOTARIAL OFFICER



ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On August 18, 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

Carol A. Louthan
NOTARIAL OFFICER



COPY

EXHIBIT A

EXHIBIT 'A'

**DESCRIPTION
10' PUBLIC UTILITY EASEMENT**

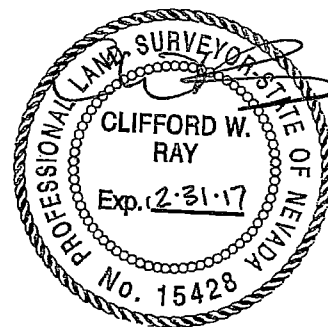
A ten foot (10') wide strip of land for public utility easement purposes located within a portion of Section 33, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, said strip of land being portion of Adjusted APN 25-333-14 as shown on that certain Record of Survey for The Jeanne B. Dossey Living Trust, filed for record December 7, 1993 in the office of the Recorder, Douglas County, Nevada, as Document No. 324362, said strip of land lying 5 feet on either side of the following described centerline:

Commencing at a point on the north line of Toler Lane, said point also being the southeast corner of Adjusted APN 25-333-14 as shown on said Parcel Map for The Jeanne B. Dossey Living Trust;
thence along the north line Toler Lane, North 89°35'19" West, 28.00 feet to the POINT OF BEGINNING;
thence leaving said north line of Toler Lane, North 04°53'13" West, 117.44 feet;
thence North 15°34'21" West, 41.40 feet;
thence North 35°29'37" West, 49.07 feet to a point on the northerly line of said Adjusted APN 35-333-14, the TERMINUS of this description, containing 4,158 square feet, more or less.

The sidelines of said description shall be extended and shortened to begin and end on said southerly and northerly lines of said Adjusted APN 25-333-14.

The basis of bearing for this description is South 41°03'36" East, being the southwesterly line of Adjusted Parcel 2 as shown on the Record of Survey to Support a Boundary Line Adjustment for Hellwinkel Exemption, Marital and Survivor's Trust and Robertson Family Exemption Trust filed for record October 31, 2011 in the office of Recorder, Douglas County, Nevada as Document No. 791703.

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



COPY

EXHIBIT B

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