

APN: 1419-10-001-010

Recording Requested by and  
Return Recorded Original to:  
Incline Village Improvement District  
Public Works Department  
1220 Sweetwater Road  
Incline Village, NV 89451



KAREN ELLISON, RECORDER

The undersigned hereby affirms that this document,  
including any exhibits, submitted for recording does not  
contain the social security number of any person or  
persons. (N.R.S. Chapter 239)

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### GRANT OF PUBLIC UTILITY EASEMENT

THIS INDENTURE is made this 25<sup>th</sup> day of October, 2021, between Newlin 1994 Trust, Stephen D. Newlin Trustee ("GRANTOR"), and INCLINE VILLAGE IMPROVEMENT DISTRICT, a political subdivision of the State of Nevada ("GRANTEE"). The Grantor for good and valuable consideration, the receipt of which is acknowledged does 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 a strip of land more particularly described in the legal description attached as Exhibit "A" and depicted on Exhibit "A-1" both of which are incorporated herein, for ingress, egress, construction, maintenance, operation, repair or replacement of public utilities, including but not limited to reclaimed and treated water facilities as defined by Grantee.

All rights, duties and obligations granted by this Grant of Public Utility Easement shall run with the land and shall be binding upon Grantor, its successors, agents and assigns forever. Grantee shall have at times ingress and egress to the above-described land for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing, and operating public utility facilities. Grantor shall not erect or construct, nor permit to be erected or constructed, any buildings, fences or structures, nor permit any activity which in the judgement of Grantee is inconsistent with Grantee's use of this public utility easement. Grantees shall have the right to modify, remove or clear any and all buildings, fences, structures, trees, landscaping, debris or any other obstruction from the public utility easement which, in the sole judgement of Grantee, may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing, and operating of any public utility facilities. Grantor shall be solely responsible at its expense for replacing any obstruction and inconsistent improvement.

Grantor hereby represents that this grant of public utility easement has been duly executed and constitutes a valid, binding, and enforceable obligation.

GRANTOR

  
By: Newlin 1994 Trust, Stephen D. Newlin, Trustee

STATE OF ARIZONA

COUNTY OF MARICOPA

On the 25<sup>th</sup> day of October, 2021, before me, Rick Liljgren, a Notary Public, personally appeared Stephen D. Newlin, personally known to me (or provided to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(s), and that by his/her signature on this instrument, the person(s), or the entity(s) upon behalf of which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.

By:   
Notary Public



**RICK LILJGREN**  
Notary Public - Arizona  
Maricopa Co. / #611443  
Expires 08/31/2025

exp  
8/31/25

**EXHIBIT "A"**  
**EFFLUENT EASEMENT**

An easement Twenty-five (25) feet in width, the sidelines being parallel and Twelve and a half (12.50) feet each side of the following described centerline, situate in the Northeast One-Quarter (NE1/4) of Section Ten (Sec. 10), Township Fourteen North (T.14N.), Range Nineteen East (R.19DE.), Mount Diablo Meridian (MDM), Douglas County, State of Nevada, being a portion of Lot 5 as shown on the Final Map (PD- 03-004-7) for "Clear Creek Tahoe – Phase 1A & 1B", filed November 18, 2016, as File No. 2016-890939 in the Official Records of Douglas County, Nevada, the centerline being more particularly described as follows:

**BEGINNING**, at a point on the northerly line of said Lot 5, from which the most northerly corner of said Lot 5 bears North 75°01'43" East, 139.51 feet;

**THENCE**, leaving the northerly line, South 56°31'37" East, 322.06 feet;

**THENCE**, South 56°31'37" East, 322.06 feet, to the southeasterly line of said Lot 5, being the northwesterly right-of-way line of Swifts Station Drive, as shown on said Final Map, File No. 2016-890939, being to **POINT OF ENDING** for this description;

The sidelines of said 25-foot easement to be extended or shortened to meet at angle points and to terminate at the northwesterly line and southeasterly line of said Lot 5.

Containing 11,546 square feet, more or less.

**BASIS OF BEARINGS:**

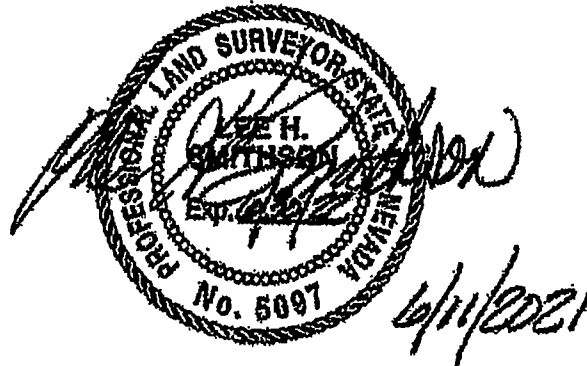
Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, Carson City Modified as determined from G.P.S. observations of the found monuments "Hill and 230103L" using ground coordinate as published by the City of Carson.

**SURVEYOR'S CERTIFICATE:**

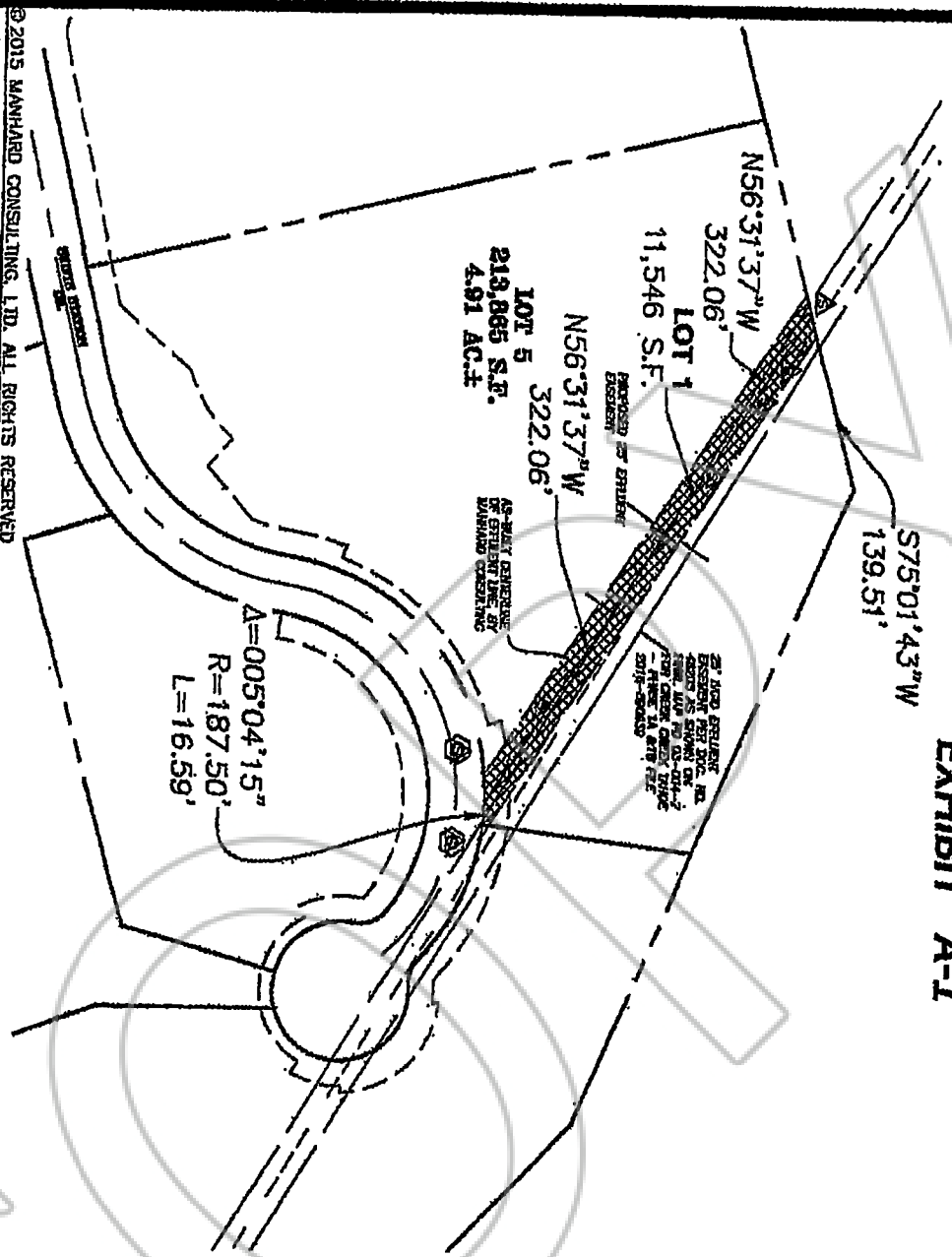
I hereby certify that the description above was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

Lee H. Smithson  
Nevada PLS 5097  
For and on behalf of

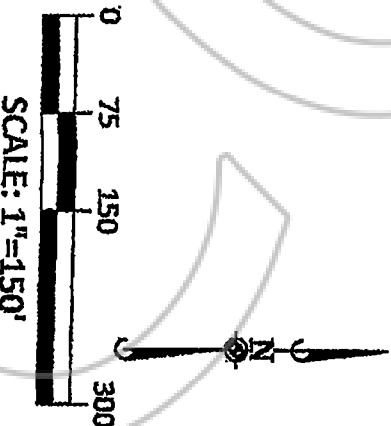
 **Manhard**  
CONSULTING  
241 RIDGE STREET, SUITE 400  
RENO, NEVADA 89501  
(775) 887-5222



**EXHIBIT A-1**



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**Manhard**  
CONSULTING

241 Ridge Street, Suite 400, Reno, NV 89501  
 Civil Engineers | Surveyors | Water Resources Engineers | Water & Waste Water Engineers  
 Construction Managers | Environmental Scientists | Landscape Architects | Planners

PROJ. QUA:	LHS	PROJECT CODE	CCPDCNV01
DRAWN BY:	LHS	SHEET	1
DATE:	MAY 2014	OF	1
SCALE:	1"=150'		
LOT 5 - CLEAR CREEK - TAHOE DOUGLAS COUNTY, NEVADA AS-BUILT IVGID SEWER LINE			