

OFFICIAL RECORD

Requested By:

TEC 1 INC

After Recordation Return To:
✓ SIERRA PACIFIC POWER COMPANY
Right-of-Way Department
P.O. Box 10100
Reno, Nevada 89520
APN: 1319-02-000-003

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-0206 PG- 5428 RPIT: 0.00



WO #: _____

**GRANT OF PUBLIC UTILITY EASEMENT
FOR
UTILITY PURPOSES**

THIS INDENTURE, made and entered into this 16th day of February, 2006, by and between MDA ENTERPRISES INC. whose address is: 1 Genoa Lakes Dr., P.O. Box 350, Genoa, NV 89411, (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, (hereinafter collectively referred to as "Grantee"),

WITNESSETH:

GRANTOR, for and in consideration of Ten Dollars (\$10.00) in hand paid by Grantee and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, their successors, assigns and agents, a permanent Public Utility Easement, (hereinafter called "P.U.E.") for all utility purposes, across, over, under and through the following described property situate in the County of DOUGLAS, State of NEVADA, to-wit:

See attached Exhibits A and B

IT IS FURTHER AGREED:

1. Grantee shall have at all times ingress and egress to the above-described land for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating their utility facilities.
2. Grantee shall be responsible for any damage to personal property or improvements, suffered by Grantor by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating their utility facilities.
3. Grantee will at all times save and hold harmless Grantor with respect to any and all loss, damage or liability suffered or sustained by reason of any injury or damage to any

person or property, caused by the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of its utility facilities.

4. 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 reasonable judgment of Grantee is inconsistent with Grantee's use of the P.U.E.

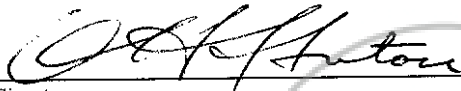
THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, their successors, agents and assigns forever.

IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

GRANTOR:

GRANTOR:



Signature

Signature

MARIO J. ANTOCI

Print Name

Print Name

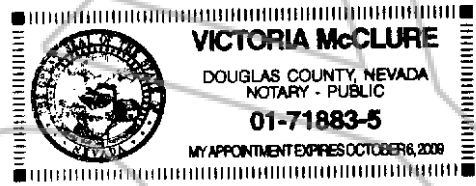
PRESIDENT
MDA ENTERPRISES, INC.



STATE OF NEVADA)
COUNTY OF Douglas)

This instrument was acknowledged before me, a Notary Public, on the 16th day of February, 2006, by MARIO Antoci.

Victoria McClure
Notary Signature



STATE OF NEVADA)
COUNTY OF _____)

This instrument was acknowledged before me, a Notary Public, on the _____ day of _____, 20____, by _____.

Notary Signature



LEGAL DESCRIPTION
For
PUBLIC UTILITY EASEMENT

All that certain real property located within the Southeast 1/4 of Section 3, Township 13 North, Range 19 East, M.D.M., further described as a portion of Parcel 7 as shown on that certain Final Subdivision Map of Genoa Lakes Phase 1, Doc. No. 302137, Filed for Record on March 16, 1993, book 393, page 3260, official records of Douglas County, Nevada, more particularly described as follows:

COMMENCING at the Southeast corner of Parcel 7 as shown on the Final Subdivision Map of Genoa Lakes Phase 1, Doc. No. 302137;

THENCE N.05°36'20"E., 2405.50 feet, to a point at the end of the existing Public Utility Easement lying inside the Eastern boundary of Parcel 7 being the **TRUE POINT OF BEGINNING**;

THENCE N.57°59'25"W., 15.00 feet;

THENCE N.32°00'35"E., 580.44 feet;

THENCE N.00°53'02"E., 343.32 feet;

THENCE S.89°06'58"E., 15.00 feet to a point on the Eastern boundary of said Parcel 7;

THENCE along the Eastern boundary of said Parcel 7, S.00°53'02"W., 347.50 feet;

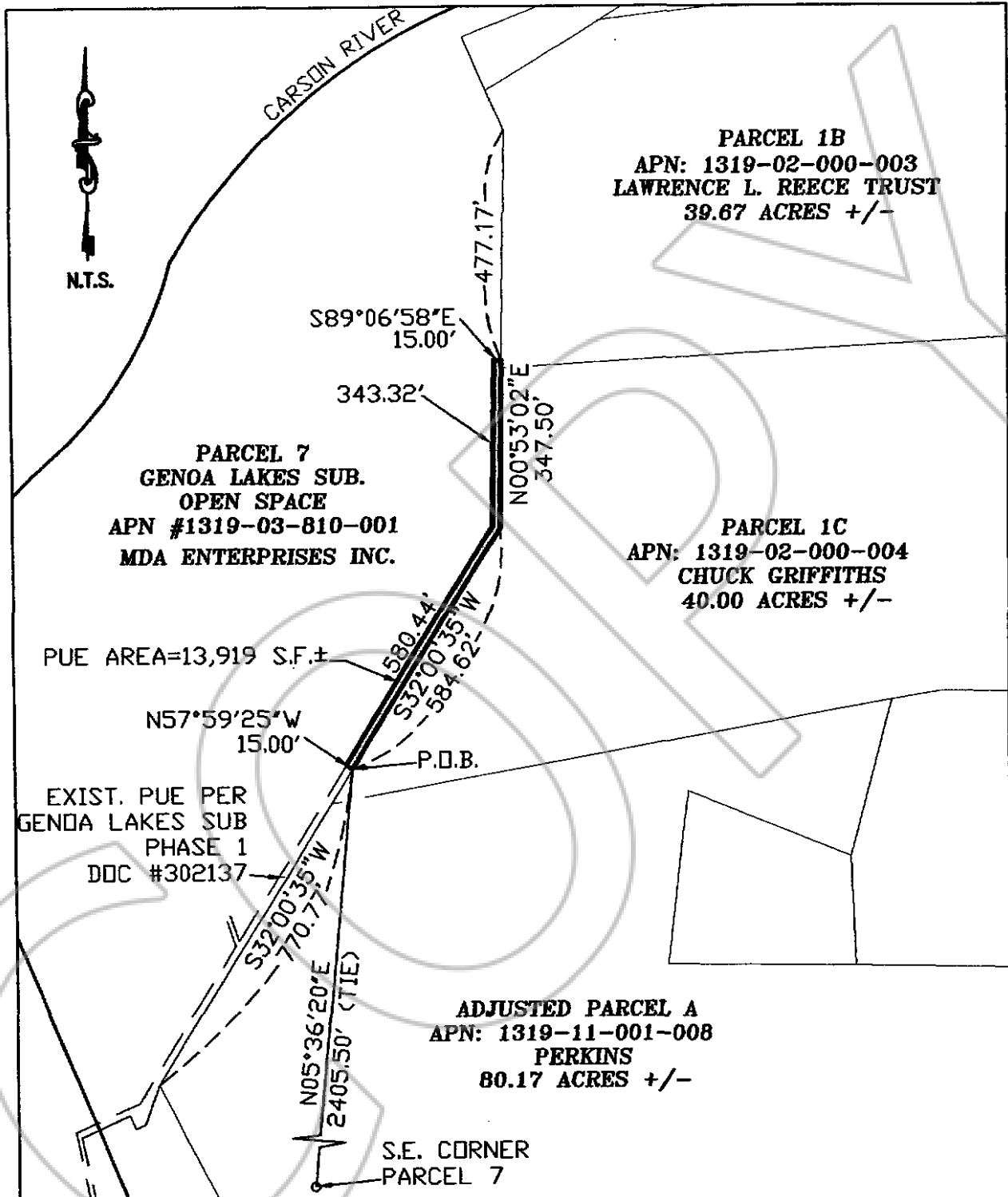
THENCE S.32°00'35"W., 584.62 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 13,919 S.F., more or less.

The basis of bearings for the legal description is the Final Subdivision Map of Genoa Lakes Phase 1, Doc. No. 302137;

This Legal Description Written by:
Randal L. Briggs, PLS
Tec 1, INC.
500 Damonte Ranch Parkway Suite #1056
Reno, Nevada 89521





TEC CIVIL ENGINEERING CONSULTANTS
 506 Dunsmuir Ranch (POSS) Reno, NV 89521
 Ph. (775) 352-7880, Fax (775) 352-7828

EXHIBIT
 FOR
 PUBLIC UTILITY EASEMENT

DATE: 11/11/05

N.T.S.