DOC # 0674019 05/02/2006 03:08 PM Deputy: KLJ OFFICIAL RECORD Requested By: ANDERSON ENGINEERING

A.P.N. 1419-26-301-002 W.O. #05-323<u>04-17</u>

After Recordation Return To: SIERRA PACIFIC POWER COMPANY Land Operations – \$4B20 P.O. Box 10100 Reno, Nevada 89520 Douglas County - NV Werner Christen - Recorder Page: 1 Of 10 Fee: 2

BK-0506

23.00



PG- 1292 RPTT:

GRANT OF EASEMENT FOR UNDERGROUND UTILITY FACILITIES

THIS GRANT OF EASEMENT, made and entered into this _____ day of _____, 2005, by and between LUDWIG JEREOME CORRAO AND PATRICIA A. CORRAO, trustees and their successors in trustee under the LUD CORRAO FAMILY REVOCABLE LIVING TRUST DATED NOVEMBER 13, 1987 as to 29.67% interest; LAGUNAK, INC., a Nevada Corporation, as to 12.33% interest; BILL ERIC CARLSON AND SHARON MARIE CARLSON, Trustees of the BILL ERIC CARLSON AND SHARON MARIE CARLSON 1994 FAMILY TRUST, DATED NOVEMBER 22, 1994, as to 12.33% interest; INCOMPARABLE HOLDING COMPANY, LLC, A Nevada Limited Liability Company, as to 12.33% interest; AG NORTH 50 LLC, A Nevada Limited Liability Company, as to 33.34% interest (hereinafter referred to as "Grantor"), and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, (hereinafter referred to as "Grantee"),

WITNESSETH:

GRANTOR, for and in consideration of the sum 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, its successors, assigns and agents, a permanent and exclusive easements and rights of way to construct, alter, maintain, inspect, repair, reconstruct, add to and operate one or more underground communication facilities and electric, and gas distribution facilities, consisting of one or more circuits, together with wires, cables, fibers underground foundations, conduits, pull boxes, vaults, surface-mounted transformers, switchgear, pipes, valve boxes, meters, fixtures, and other appurtenances connected therewith, (hereinafter called "Utility Facilities"), across, over, under, and through the following described property situate in the County of **DOUGLAS**, State of NEVADA, to-wit:

SEE ATTACHED EXHIBIT "A"

Said Utility Facilities are to be installed at locations mutually agreed upon by Owner of Record at time of installation and Utility Company.

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With respect to all underground utility facilities as described herein, after installation of said underground utility facilities, said easement and right-of-way as herein granted will be deemed to be a strip of land ten (10) feet in width, being five (5) feet on either side of the centerline of said underground utility facilities as installed on the above-described premises.

With respect to all surface mounted transformers and/or switchboxes as described herein, after installation of said transformers and/or switchboxes, said easement and right-of-way as herein granted will be deemed to encompass an area around said transformers and/or switchboxes of three (3) feet extending in all directions from the perimeter of said transformers and/or switchboxes as installed on the above-described premises.

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 said 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 said Utility Facilities by Grantee.
- 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 said Utility Facilities by Grantee.
- 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 said easement.
- 5. Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from said easement, which in the reasonable judgment of Grantee may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.
- 6. Grantee shall have the right to cut down or trim all trees within, adjacent to and outside said easement which may in the reasonable judgment of Grantee endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

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BK- 0506 PG- 1293 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, its 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	
By: Suc Down	_
Printed Name: LIdwig Jereome Corrao	
It's: Trustee, Lud Carrao Family Living Trust	Zevoca ble
Date: 4/26/06 LIVING 1645	_
	_
By: Cotrina Carrai	_
Printed Name: Patricia A. Corrao	_
It's: Trystee, Lud Corrao Family R	evocalde
Date: 4-45-06 Living Trust	<u>.</u>

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	GRANTOR
	Nest Pour Lor.
By:	Lexil Rey Corbs aibane
	Signature
Printed Name:	Carlos H. tribarren Jesus Key
It's:	President, Lagunak, Inc.
Date:	5/2/2006
	GRANTOR
Ву:	Bill in Calm
Printed Name:	Bill Eric Carlson
It's:	Trustee, Bill Eric Carlson and Shavon Marie Carlson Family Trust
Date:	5/2/2006
	GRANTOR
By:	Stain Marie Carbon
Printed Name:	Sharon Marie Carlson
N	
It's:	Trustee, Bill Evic Carlson and Sharan Maric Carlson Family Trust
Date:	Maric Carison ramily Mest
i patta.	1 1 5 1 1 20 WOL

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GRANTOR
By: Mars Ha Janselin
Printed Name: <u>Marsha Tamerlin</u>
It's: <u>Hanager</u> , <u>Incomparable Holding</u> Company, U.
Date: 5/2/2006
By: GRANTOR
Printed Name: Dan Amara
It's: Hanager, AG North 50, LLC
Date: 5/2/2006 STATE OF NEVADA COUNTY OF Lougher)
This instrument was acknowledged before me, a Notary Public, on the 25 day of Serome Cocros
LINDA S. HAMILTON MOTARY PUBLIC STATE OF NEVADA APPT. Inc. 06-102074-8 WAPPT, EXPIRES JAM. 25, 2010 (Notary Seal)

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STATE OF NEVADA COUNTY OF Jouglus)
This instrument was acknowledged before me, a Notary Public, on the 35 day of April 2005, by Patricia H. Corras
Notary Signature
LINDA S. HAMILTON NOTARY PUBLIC STATE OF NEVADA APPT. No. 96-192574-8 MYAPPT. EXPIRES JAN. 25, 2010
(Notary Seal)
STATE OF NEVADA COUNTY OF Deglas
This instrument was acknowledged before me, a Notary Public, on the day of Notary Signature
(Notaty Signature
Notary Public - State of Nevada Country of Douglas KRISTY NUZUM My Appointment Expires February 9, 2008

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STATE OF NEVADA COUNTY OF	me, a Notary Public, on the 2 day of
, 2004, 69	Notary Signature
County of Douglas KRISTY NUZUM My Appointment Expires 12-5 February 9, 2008	Notary Public - State of Nevada County of Douglas KRISTY NUZUM My Appointment Expires February 9, 2008
(Notary Seal)	
STATE OF NEVADA COUNTY OF	me, a Notary Public, on the day of
<u>may</u> , 200 % , by <u>She</u>	Notary Signature
Notary Public State of Neva County of Douglas KRISTY NUZUM My Appointment Expires 00-60812-5 February 9, 2006	ada
(Notary Seal)	

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STATE OF NEVADA) COUNTY OF DUBLO)	
This instrument was acknowledged before me, a Notary Public, on the	day of
Notary Signature	7
Notary Public - State of Nevada County of Douglas KRISTY NUZUM My Appointment Expires 90-60812-5 February 9, 2008	
(Notary Seal)	
STATE OF NEVADA COUNTY OF Overlas	
This instrument was acknowledged before me, a Notary Public, on the	day of
Notary Signature	
Notary Public - State of Nevada County of Douglas KRISTY NUZUM My Appointment Expires 68-60812-5 February 9, 2008	
(Notary Seal)	

1163-012-05 Revised 06/20/05 05/18/05 Page 1 of 2 Adj Parcel 14

DESCRIPTION ADJUSTED PARCEL 14 (Adjusted APN 1419-26-301-001)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the southwesterly corner of Adjusted Parcel 13 as shown on the Record of Survey to Support a Boundary Line Adjustment for Little Mondeaux Limousin Corporation, recorded June 30, 2003 in the office of Recorder, Douglas County, Nevada as Document No. 581895, a point on the easterly right-of-way of Jacks Valley Road;

thence along said easterly right-of-way of Jacks Valley Road, North 21°17'11" East, 2092.29 feet to a point on the southerly line of a 50-foot non-exclusive private access easement as recorded December 31, 1996 in said office of Recorder in Book 1296, at Page 4911, as Document No. 403934;

thence along said southerly line of private access easement, South 57°24'21" East, 385.07 feet to a point on the boundary of Parcel 14 as shown on the Record of Survey to Support a Boundary Line Adjustment for Ronald L. Simek, Little Mondeaux Limousin Corporation, and The Pivot Limited Partnership recorded December 31, 1996 in said office of Recorder as Document No. 403935, the POINT OF BEGINNING:

thence along the boundary of said Parcel 14, the following courses:

North 26°23'05" East, 1033.27 feet; North 83°19'32" East, 94.64 feet; South 28°22'32" East, 311.42 feet; South 17°15'57" East, 774.92 feet; South 37°01'19" East, 167.99 feet;

thence leaving said Parcel 14 boundary, South 24°23'07" West, 315.15 feet:

thence South 65°36'53" East, 165.00 feet;

thence South 24°23'07" West, 45.00 feet;

thence South 65°36'53" East, 205.00 feet;

thence South 24°23'07" West, 305.56 feet;

thence along the boundary of said Parcel 14 as shown on Record of Survey, Document No. 403935, the following courses:

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North 57°20'21" West, 585.93 feet; North 59°14'14" West, 87.21 feet;

Along the arc of a tangent curve to the right having a radius of 125.00 feet. central angle of 21°57'15", arc length of 47.90 feet, and chord bearing and distance of North 48°15'37" West, 47.60 feet;

thence leaving said Parcel 14 boundary, South 68°02'52" West, 733.74 feet; thence along the boundary of said Parcel 14, the following courses:

North 61°20'53" West, 110.54 feet; North 23°52'20" East, 837.66 feet;

North 57°24'21" West, 61.94 feet to the POINT OF BEGINNING, containing 30.48 acres, more or less.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter of Section 26, T.14N., R.19E., M.D.M. as shown on the Final Subdivision Map for Canyon Creek Meadows, Phase 1, recorded February 11, 2004 in the office of Recorder, Douglas County, Nevada as Document No. 604356.

Note:

Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.

P.O. Box 2229

Minden, Nevada 89423

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