DOC # 0700611 05/07/2007 10:42 AM Deputy: DW APN# 1319-09-692-025 OFFICIAL RECORD Requested By: SIERRA PACIFIC POWER CO Recording Requested by: Name: Sie coa Pacific Power Douglas_County - NV Address: PO BOX 10100 Werner Christen - Recorder City/State/Zip: Reno NV 89500 Page: 1 of" 8 Fee: BK-0507 PG- 2143 RPTT: Mail Tax Statements to: Name: Address: City/State/Zip: Please complete Affirmation Statement below: I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030) I the undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law: (State specific law) Signature (Print name under signature) Llebra Cunningham Grant of Easement for Underground Utility Facilities (Insert Title of Document Above) Only use the following section if one item applies to your document This document is being re-recorded to OR-This document is being recorded to correct document # , and is correcting

21.00

0.00

If legal description is a metes & bounds description furnish the following information: Legal description obtained from _ (Document Title), Book Document #_ _(date) in the Page ___ __ recorded Lyon County Recorders Office. -OR-

If Surveyor, please provide name and address:

This page added to provide additional information required by NRS 111.312 Sections 1-4. (Additional recording fee applies)

A.P.N. <u>1319-09-602-025</u> W.O. #<u>07-36396-17</u>

After Recordation Return To: SIERRA PACIFIC POWER COMPANY Land Operations – S4B20 P.O. Box 10100 Reno, Nevada 89520

GRANT OF EASEMENT FOR UNDERGROUND UTILITY FACILITIES

THIS GRANT OF EASEMENT, made and entered into this And day of April 2007, by and between TIMOTHY D. COLLINS AND LANI M. COLLINS, Husband and Wife (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

As shown on Exhibit "A" attached hereto and made a part thereof.

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

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 each 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.

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.

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BK- 0507 PG- 2145 5/07/2007 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.

By June By Signature

Printed Name: Tim othy D. Coulins

By: GRANTOR

By: M. Collins

23.07

Printed Name:

Date:

Ls6073

BK- 0507 PG- 2146 5/07/2007

STATE OF NEVADA COUNTY OF Douglas
This instrument was acknowledged before me, a Notary Public, on the 33 day of April , 2007, by Timothy Dougla's Collin's
Notary Signature
NOTARY PUBLIC STATE OF NEVADA County of Douglas LYNDA K. TEGLIA My Appointment Expires October 1, 2009 (Notary Seal)
STATE OF NEVADA
COUNTY OF Douglas
This instrument was acknowledged before me, a Notary Public, on the day of, 2007, by
Notary Signature
NOTARY PUBLIC STATE OF NEVADA
County of Douglas LYNDA K. TEGLIA No. 95-4683-5 My Appointment Expires October 1, 2009

(Notary Seal)

A.P.N. # 1319-09-602-025

R.P.T.T.S 1150.50 ESCROW NO. 040701537 RECORDING REQUESTED BY: STEWART TITLE COMPANY MAIL TAX STATEMENTS TO: SAME AS BELOW

WHEN RECORDED MAIL TO: GRANTEE 2314 MAIN STREET GENOA, NEVADA

REQUESTED BY

Stewart Title of Douglas County

IN OFFICIAL RECORDS OF COURT AS COLUMNIA

2004 JUN 15 PM 3: 51

WERNER OKRISTEN RECORDER

_DEPUTY

(Space Above for Recorder's Use Only)

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That BRON STOKES, AN UNMARRIED MAN

in consideration of \$10.00, the receipt of which is hereby acknowledged, does hereby Grant, Bargain Sell and Convey to TIMOTHY D. COLLINS AND LANT M. COLLINS, HUSBAND AND WIFE, AS JOINT TENANTS

and to the heirs and assigns of such Grantee forever, all that real property situated in the

County of Douglas State of Nevada, bounded and described as: County of Douglas

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

DATE: June 03, 2004

BRON STOKES

LORI J. BRANDNER Commission # 1334284 Notary Public - Catilornia San Diego County My Comm. Expires Dec 11, 2005

STATE OF Califor U. A

This instrument was acknowledged before me on June 7.300 by BRON STOKES

Signature /

Notary Public (One inch margin on all sides of document for Recorder's Use Only)

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EXHIBIT "A"

LEGAL DESCRIPTION

ESCROW NO.: 040701537

The land referred to herein is situated in the State of Nevada, County of Douglas City of GENOA described as follows:

A parcel of land located within the Southeast One-Quarter of the Northeast One-Quarter of Section 9, Township 13 Morth, Range 19 East, M.D.B. & M., Douglas County, Nevada and more particularly described as follows:

Commencing at the Northeast Corner of Section 9, Township 13 North, Range 19 East, M.D.B. & M.; thence S07°58'30"W a distance of 2,003.60 feet to a 5/8" rebar with cap stamped PLS 3090; thence N69°31'15"W a distance of 137.50 feet to a 5/8" rebar with cap stamped PLS 3090 which is the TRUE POINT OF BEGINNING: thence S20°15'56"W a distance of 235.30 feet to a 5/8" rebar with cap stamped PLS 3090; thence \$17°47'14"W a distance of 38.81 feet to a 5/8" rebar with cap stamped PLS 3090; thence S67°01'31"E a distance of 112.11 feet to a 5/8" rebar with cap stamped PLS 3090; thence S25°09'04"W a distance of 7.70 feet to a 1/2" I.D. pipe, thence \$25°09'04"W a distance of 109.98 feet to a nail and tag in post stamped PLS 3090; thence N68°59'11"W a distance of 166.59 feet to 1/2" I.D. pipe; thence N13°59'54"E a distance of 221.52 feet to a 1/2" I.D. pipe; thence N19°39'26"E a distance of 174.49 feet to a 1/2" I.D. pipe; thence S69°46'02"E a distance of 20.40 feet to a 1/2" I.D. pipe; thence S69°46'02"k a distance of 20.40 feet to a 1/2" I.D. pipe; thence S69°31 15"E a distance of 68.57 feet to the TRUE POINT OF BEGINNING.

The basis of bearings for the above parcel is the Northwest Line of Lot B of a Record of Survey map for Lot Line Adjustment for Crystal Terry Ford Property, Book 683, Page 570, of Official Records of Douglas County, Nevada. Said line bears N19°39'26"B.

ASSESSOR'S PARCEL NO. 1319-09-602-025

Said land being further shown as Lot B on Record of Survey supporting a boundary line adjustment filed for record on September 14, 1999, in Book 999, Page 2604 as Document No. 476572.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED SEPTEMBER 14, 1999, BOOK 999, PAGE 2605, AS FILE Continued on next page

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BK 0 6 0 4 PF 0 7 9 3 8 BK- 0507

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ESCROW NO.: 040701537

NO. 476573, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."



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