

OFFICIAL RECORD

Requested By:
SIERRA PACIFIC POWER CO

APN# 1320-30-701-005

Recording Requested by:
Name: Sierra Pacific Power
Address: PO Box 10100
City/State/Zip: Reno, NV 89520

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 6 Fee: 19.00
BK-0507 PG-2151 RPTT: 0.00



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)

-OR-

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)

Debra Cunningham hand Operations Clerk
Signature (Print name under signature) Title

Debra 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

If legal description is a metes & bounds description furnish the following information:

Legal description obtained from _____ (Document Title), Book _____
Page _____ Document # _____ recorded _____ (date) in the
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. 1320-30-701-005
W.O. #06-35996-17

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 ____ day of _____, 2007, by and between **DOUBLE DJ 1, LLC** (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

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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.

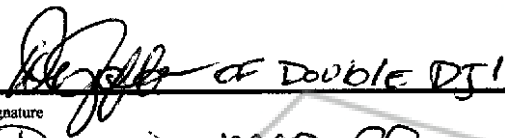
6. Grantee shall have the right to cut down or trim all trees within, adjacent to and outside said easement which may in the reasonable judgment of Grantee endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

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.

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: 
Signature

Printed Name: Dennis McDuffee

Date: 4-26-07

Its: OWNER

GRANTOR

By: _____
Signature

Printed Name: _____

Date: _____

Its: _____

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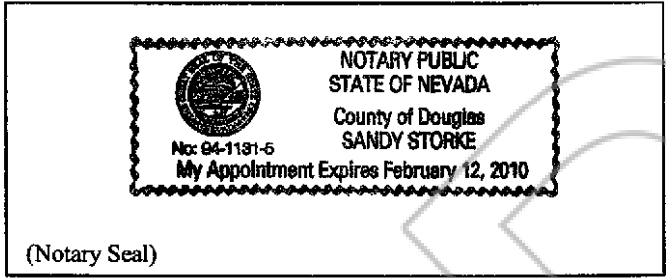


STATE OF NEVADA)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me, a Notary Public, on the 26 day of April, 2007, by DENNIS MCDUFFEE.

Sandy Storke

(Notary Signature)



STATE OF NEVADA)
COUNTY OF _____)

This instrument was acknowledged before me, a Notary Public, on the _____ day of _____, 2007, by _____.

Notary Signature



EXHIBIT "A"

LEGAL DESCRIPTION

ESCROW NO.: 050800242

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

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, described as follows:

Commencing at the Northwest corner of Lot 6, of the Tarronga Subdivision as shown on the Record of Survey for Rodger T. and Edna L. Poe and recorded as Document No. 26673, Douglas County, Nevada, Recorder's Office, which bears North 03°21'30" East 1,717.77 feet from the South one-quarter (S 1/4) corner of Section 30, Township 13 North, Range 20 East, M.D.B. & M., per said Map; thence North 00°53'30" East along the east right-of-way line of Nevada Highway 88, 160.20 feet; thence from a tangent which bears North 00°11'10" East, curving to the right along said right-of-way line along a curve having a delta angle of 102°11'22", a radius of 210.00 feet and an arc length of 374.55 feet to an intersection with the Southerly right-of-way line of U.S. Highway 395; thence South 64°00'17" East along said Southerly right-of-way line, 284.17 feet to THE POINT OF BEGINNING;

thence continuing South 64°00'17" East along said Southerly right-of-way line, 189.92 feet;
thence South 25°59'43" West, 118.88 feet;
thence North 64°00'17" West, 36.68 feet;
thence South 25°59'43" West, 22.53 feet;
thence North 64°00'17" West, 153.24 feet;
thence North 25°59'43" East, 141.41 feet to THE POINT OF BEGINNING.

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Reference is made to Tract C as set forth on Record of Survey recorded May 17, 1991, in Book 591, at Page 2566, as Document 250947, Official Records of Douglas County, Nevada.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED MARCH 18, 2003, BOOK 0303, PAGE 7538, AS FILE NO. 0570275, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

