APN#1319-22-000-020

Requested By: SIERRA PACIFIC MORTGAGE Recording Requested by: Douglas County - NV Name: Storia Pacific Werner Christen - Recorder Address: PO Box 10100 Page: City/State/Zip: PG- 8131 RPTT: BK-0507 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) Title iture (Print name under signature) Jebra Cunningham lity 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:

05/24/2007 09:54 AM Deputy: OFFICIAL RECORD

19.00

0.00

Fee:

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

A.P.N. 1319-22-000-020 W.O. #07-36350-17

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 , 2007, by and between TEIG FAMILY INVESTMENTS, LLC, a Nevada Limited Liability Company as to 77% interest and ROGER G. TEIG AND GAILY P. TEIG Trustees of the TEIG FAMILY 1995 TRUST, UNDER THE TRUST AGREEMENT DATED NOVEMBER 30, 1995 as to 23% interest, AND TO THE HEIRS AND ASSIGNS OF SUCH (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

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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.

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0944-007-03

DESCRIPTION NEW APN: 05/04/06
ADJUSTED PARCEL 4 1319-22-000-020 1 of 1
(A.P.N. 1319-22-000-009)

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 the Southwest one-quarter (SW1/4) of Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the southwest corner of Parcel 4 as shown on the Map of Division into Large Parcels for Teig Family Ltd. Partnership and Pamela Lyn Niehoff recorded August 8, 1996 in Book 896, at Page 1541, as Document No. 393888;

thence along the southerly line of said Parcel 4, South 89°24'54" East, 1047.63 feet to a point on the westerly right-of-way of Foothill Road as shown on said Map of Division into Large Parcels;

thence along said westerly right-of-way of Foothill Road, North 11°33'00" East, 1044.61 feet to the POINT OF BEGINNING:

thence leaving said westerly right-of-way of Foothill Road, North 89°57'45" West, 795.49 feet;

thence North 00°02'15" East, 927.01 feet to a point on the north line of said Southwest one-quarter (SW1/4) of Section 22;

thence along said north line of the Southwest one-quarter (SW1/4) of Section 22, South 89°57'45" East, 1017.66 feet to a point on said westerly right-of-way of Foothill Road, said point also being the northeast corner of said Parcel 4;

thence along said westerly right-of-way of Foothill Road, along the arc of a curve to the left, non tangent to the preceding course, having a radius of 1040.00 feet, central angle of 14°24'03", arc length of 261.39 feet, and radial bearing of South 64°02'57" East:

thence continuing along said westerly right-of-way of Foothill Road, South 11°33'00" West, 694.05 feet to the POINT OF BEGINNING, containing 19.00 acres, more or less.

The Basis of Bearing for this description is South 89°57'45" East, the north line of said Southwest one-quarter of Section 22 as shown on the Map of Division into Large Parcels for Teig Family Ltd. Partnership and Pamela Lyn Niehous Survey August 8, 1996 as Document No. 393888.

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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BK- 0506 PG-12406 05/31/200€

PG- 8134 Page: 4 Of 6 05/24/2007 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:	Rose & Tend	
Printed Name:	ROGER G. TEIG	
Date:	MAY 14, 2007	
Its:	MANASER	
	GRANTOR	
By:	Mul Lex	
Printed Name:	Signature GA12 P. TE16	
Date:	5/4/07	
	MANAGEN	

STATE OF NEVADA COUNTY OF N WOLA	
This instrument was acknowledged before m	ne, a Notary Public, on the 14 day of
	Notary Signature
AUDREY WILSON Notary Public-State Of Non Appointment Recorded in Dougl No: 01-69071-5 Expires April	as County §
(Notary Seal)	
STATE OF NEVADA COUNTY OF Nevada	
This instrument was acknowledged before m	ne, a Notary Public, on the 14 day of
	Notary Signature
AUDREY WILSON Notary Public-State Of Me Appointment Recorded in Doug Not. 01-69071-5 Expires April	rias Country 🖁
Notary Public-State Of Me Appointment Recorded in Doac No: 01-69071-5 Expires April	riada plas Country