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DOC # 0706187 07/25/2007 02:01 PM Deputy:

OFFICIAL RECORD
Requested By:
MADELYN COMER

GB

After Recordation Return To: SIERRA PACIFIC POWER COMPANY

Attn: Land Operations

PO Box 10100 Reno, Nevada 89520

APN: 1318-23-301-001 Work Order Number: April and their

Douglas County - NV
Werner Christen - Recorder

1 0f 7 Fee: 45.00

Page: 1 Of 7 Fee BK-0707 PG-9250 RPTT:

## GRANT OF PUBLIC UTILITY EASEMENT FOR UTILITY PURPOSES

THIS INDENTURE, made and entered into on JULY 25, 200 the part of the part of

### 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, its successors, assigns and agents, a permanent non-exclusive Public Utility Easement, (hereinafter called "P.U.E.") for utility purposes, across, over, under and through the following described property situate in the County of **DOUGLAS**, State of **NEVADA**, to-wit:

### See Attached Legal Description and Figures

#### 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 its 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 its 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.
- 5. Grantee shall be responsible, at its sole expense, for filing any necessary applications with, obtaining any necessary permits from and fulfilling any other requirements of the Tahoe

Regional Planning Agency and any other local entities having jurisdiction over Grantor's property with respect to any work conducted in or actions taken with respect to the P.U.E.

- 6. Subject to the provisions of Section 5 hereof, 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 the P.U.E., which in the reasonable judgment of Grantee may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of its utility facilities.
- 7. Subject to the provisions of Section 5 hereof, Grantee shall have the right to cut down or trim all trees within, adjacent to and outside the P.U.E. which may in the reasonable judgment of Grantee endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of its utility facilities.
- 8. Grantee shall have the obligation to repair any damage done by Grantee to and to restore to its original condition any water quality, BMP or other improvements resident in the P.U.E.
- 9. Grantee acknowledges that the P.U.E. is to be shared with Douglas County and with other utility companies (including Kingsbury General Improvement District, Southwest Gas and Verizon) and that these separate entities have rights of ingress and egress over the P.U.E. along with Grantee.

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:/ Sierr<del>a Coli</del>na, LL

Rv.

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w.,

STATE OF \_\_\_\_\_

NevADA

COUNTY OF

Douglas

On this 25 day of 2007 before me, a Notary Public, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their

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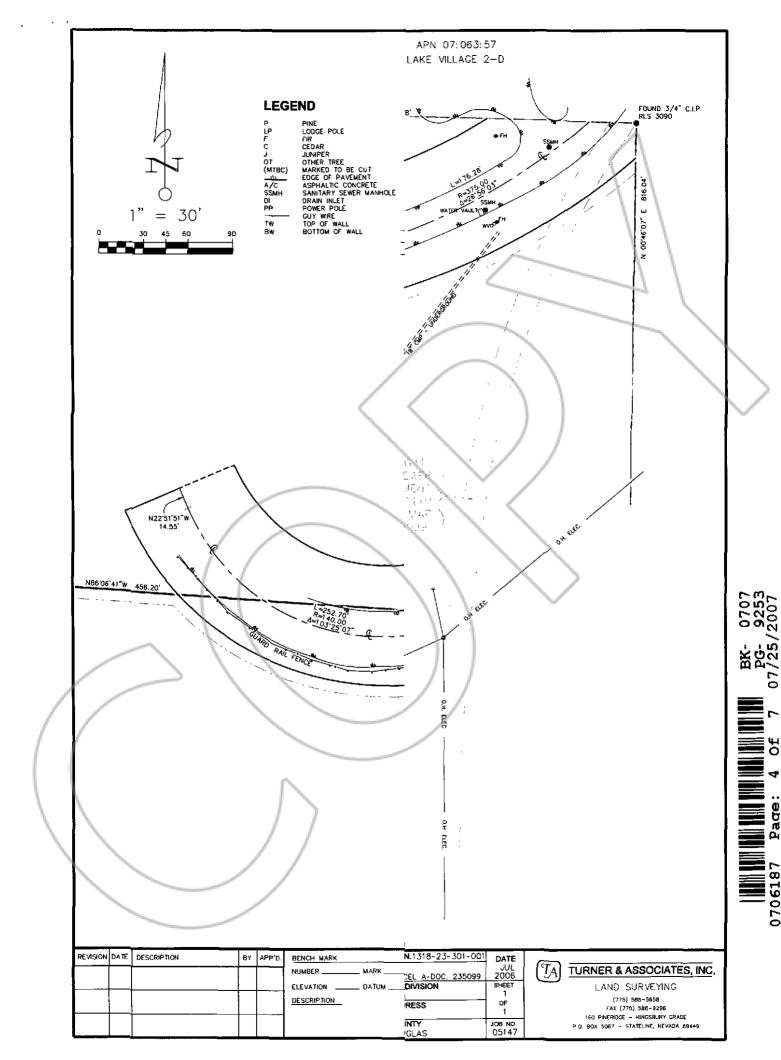
signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

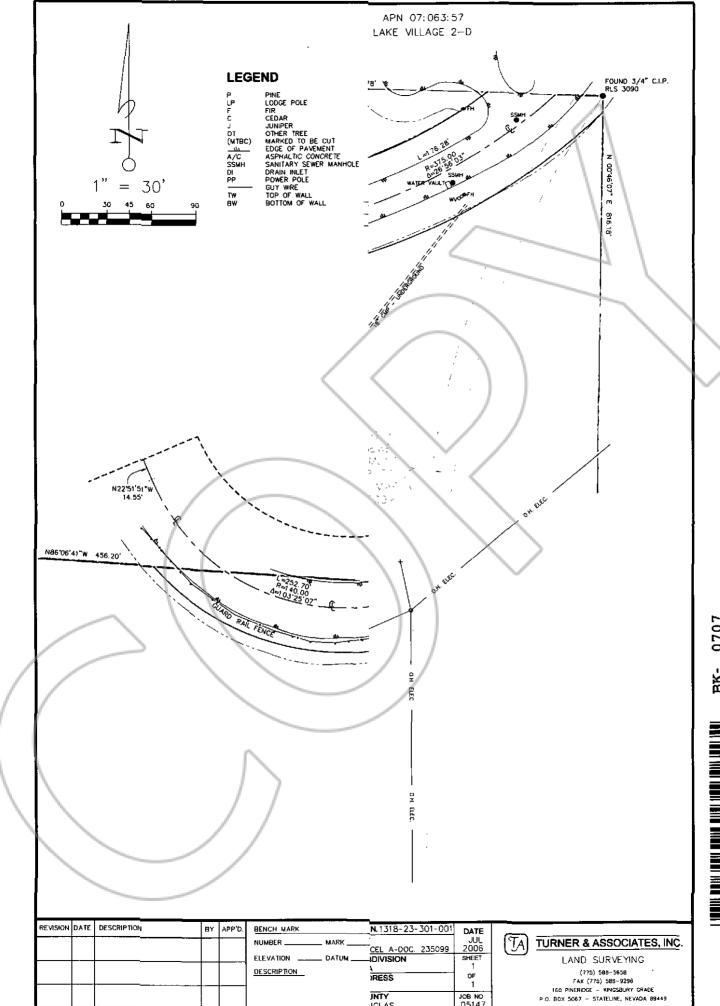
WITNESS my hand and official seal.

Notary Public

lia Blair







JGLAS

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### DESCRIPTION

# 17.5 foot Public Utility Easement (South side of Lake Village Drive)

All that real property situate in the County of Douglas, State of Nevada, and being a portion of Parcel A as shown on that Parcel Map, filed for record on September 21, 1990, as Document No. 235099 described as follows:

BEGINNING at the Southeast corner of Lake Village Unit No. 2D, filed for record on June 5, 1972, as Document No. 59803,

Thence South 00°46'07" West 14.49 feet;

Thence along a curve concave to the Northwest with a radius of 500.76 feet, a central angle of 26°14′22″, and an arc length of 229.33 feet, the chord of said curve bears South 62°49′59″ West 227.33 feet;

Thence South 75°57′10" West 112.52 feet:

Thence along a curve concave to the Southeast with a radius of 318.02 feet, a central angle of 23°41′00″, and an arc length of 131.45 feet, the chord of said curve bears South 64°06′40″ West 130.52 feet;

Thence South 52°16'10" West 181.04 feet;

Thence South 58°42'04" West 78.57 feet;

Thence along a curve concave to the North with a radius of 172.31 feet, a central angle of 82°41′31″, and an arc length of 248.69 feet, the chord of said curve bears North 79°57′10″ West 227.66 feet;

Thence South 86°06'41" East 24.99 feet;

Thence along a curve concave to the North with a radius of 154.81 feet, a central angle of 76°25′58″, and an arc length of 206.52 feet, the chord of said curve bears South 83°04′57″ East 191.55 feet;

Thence North 58°42'04" East 77.59 feet;

Thence North 52°16′10" East 180.05 feet;

Thence along a curve concave to the Southeast with a radius of 335.52 feet, a central angle of 23°41′00″, an arc length of 138.69 feet, the chord of said curve bears North 64°06′40″ East 137.70 feet; thence North 75°57′10″ East 112.52 feet;

Thence along a curve concave to the Northwest with a radius of 483.26 feet, a central angle of 26°30′17″, and an arc length of 223.55 feet, the chord of said curve bears North 62°42′01″ East 221.57 feet;

Thence South 88°10'24" East 9.81 feet to the POINT OF BEGINNING.

## **Electric Vault Easement**

Easement to include the Southerly corner of an existing  $5' \times 10'$  electric vault situate on the east edge of a 20' wide SPPCO easement recorded in Book 897, Page 5254 and the south edge of the 17.5' wide PUE.

The Basis of Bearing for this description is the above referenced Parcel Map.

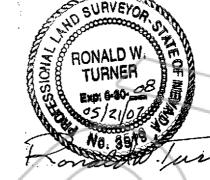
Note:

Refer this description to your title company before incorporating into

any legal document.

Prepared by: Turner & Associates, Inc.

P.O. Box 5067 Stateline, NV 89449



P/Descriptions/2005/05147PUDSouth