

19-

APN# 1319-12-000-018

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-1207 PG- 3048 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. 1319-12-000-018
W.O. #07-37361

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 20th day of NOVEMBER, 2007, by and between **FRANK SETTELMAYER NORTH, LLC**, a Nevada limited liability company (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" AND "B"

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.

Ls6073

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.



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: FRANK SETTELMEYER NORTH LLC

Signature
Printed Name: By Robert Coker Jr. Manager

Date: 11-20-07

Its: _____

STATE OF NEVADA)
COUNTY OF CARSON CITY)

This instrument was acknowledged before me, a Notary Public, on the 20th day of NOVEMBER, 2007, by ROBERT COCKER JR.

Debra L. Hand
Notary Signature

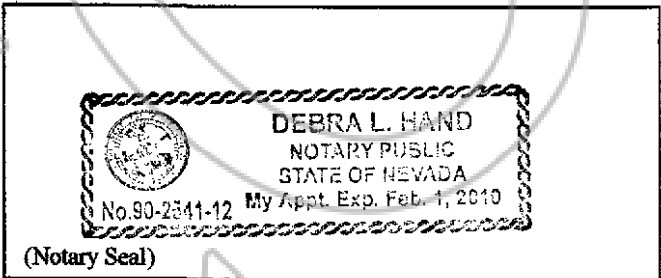


Exhibit "A"

A parcel of land located within a portion of the Southwest one-quarter (SW 1/4) of Section 12 and the Northwest one-quarter (NW 1/4) of Section 13, Township 13 North, Range 19 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

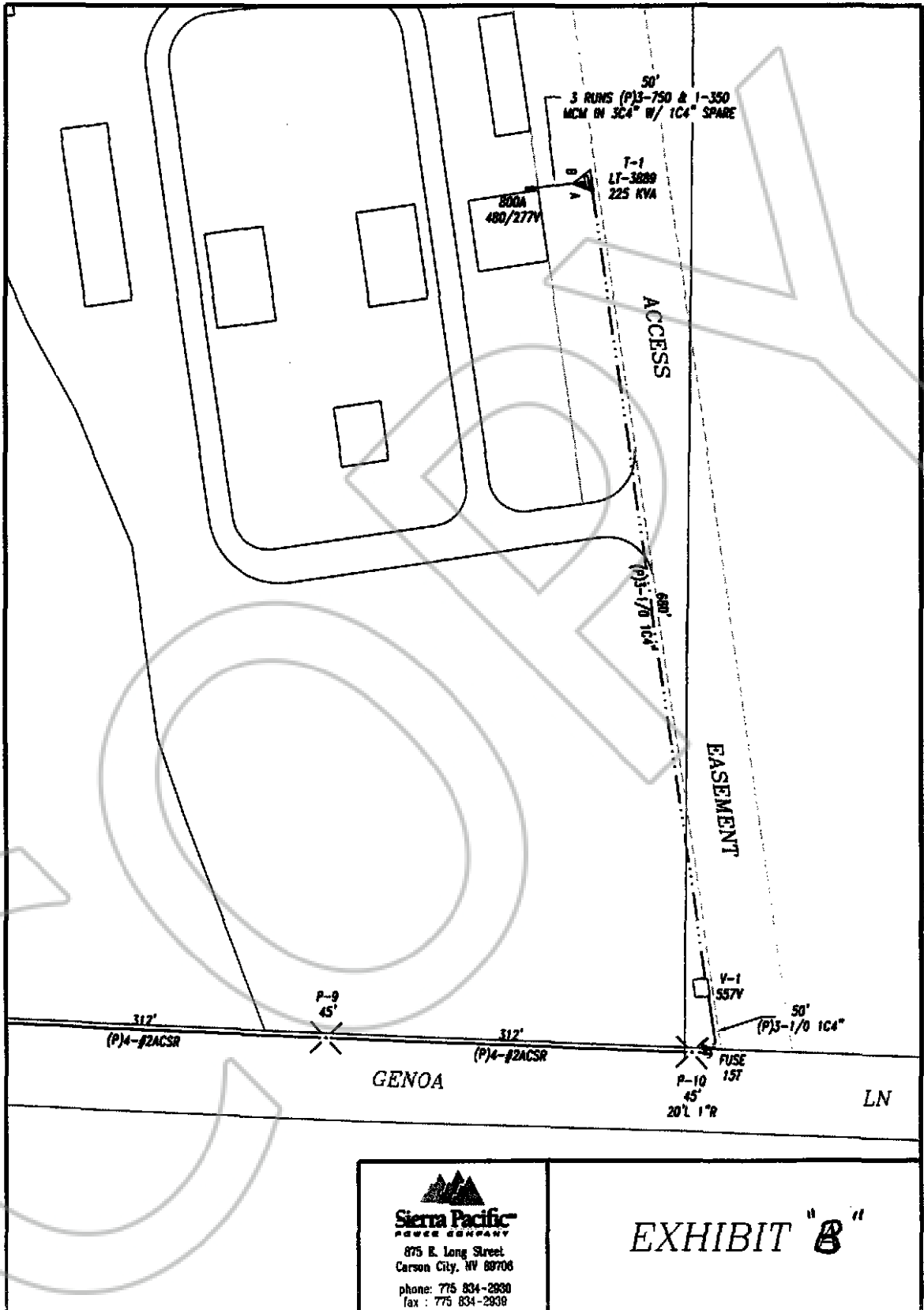
Commencing at the Southwest corner of Section 36, Township 14 North, Range 19 East said corner being a found B.L.M. brass cap from which the Northwest corner of Section 36, Township 14 North, Range 19 East bears North 00°09'11"

East, 5318.91 feet; thence South 00°05'35" East, 2675.48 feet; thence South 89°51'12" West, 2637.85 feet to the center one-quarter corner of Section 2, Township 13 North, Range 19 East; thence South 00°23'46" East, 2644.84 feet to a found 5/8" rebar and cap PLS 3090 accepted as the South one-quarter corner of Section 2 per Document No. 220782; thence South 00°35'34" East, 2643.66 feet; thence North 89°55'14" East, 2616.78 feet; thence South 00°06'41" East, 1326.22 feet to a found 5/8" rebar and tag PLS 6497 which bears South 00°11'39" East, 9293.16 feet from the Southwest corner of Section 36, Township 14 North, Range 19 East, THE POINT OF BEGINNING; thence North 89°35'01" East, 2617.77 feet to a found 5/8" rebar and tag PLS 6497; thence South 00°46'26" East, 1661.95 feet to a found 5/8" rebar and tag PLS 6497 on the North right-of-way line of Genoa Lane; thence along said right-of-way line the following courses: North 89°24'30" West, 1350.09 feet; thence North 89°31'18" West, 600.38 feet; thence North 89°41'07" West, 600.18 feet; thence North 89°27'48" West, 87.86 feet; thence leaving said right-of-way line North 00°03'43" West, 1619.87 feet to THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 1319-12-000-018

"Per NRS 111.312, this legal description was previously recorded at Document No. 0637011, Book No. 0205, Page # 6760, on 2/18/2005."






Sierra Pacific
 POWER COMPANY
 875 E. Long Street
 Carson City, NV 89706
 phone: 775 834-2930
 fax : 775 834-2938

EXHIBIT "B"