18

After Recordation Return To: SIERRA PACIFIC POWER COMPANY

Attn: Land Operations

P.O. Box 10100

Reno, Nevada 89520

APN: 1220-03-311-047

or persons. (Per NRS 239B.030)

WO#:

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person

DOC # 0721340
04/14/2008 10:52 AM Deputy: DW
OFFICIAL RECORD
Requested By:
SIERRA PACIFIC POWER CO

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 5 Fee: BK-0408 PG-3128 RPTT:



0.00

GRANT OF EASEMENT FOR ACCESS

THIS GRANT OF EASEMENT is made and entered into this day of ________, 2007, by and between Arbor Gardens IV, 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 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 easement and right of way for access purposes, together with the right to construct, alter, maintain, inspect, repair, reconstruct, and operate said access, along with appropriate drainage facilities and appurtenances connected therewith, upon, across, over, under and through the following described property situate in the County of Douglas, State of NEVADA (the "Easement Area"), to-wit:

SEE ATTACHED EXHIBITS "A" AND "B"

IT IS FURTHER AGREED:

1. Grantee shall have at all times access over the Easement Area for the purpose of (i) accessing various utility facilities constructed, installed, maintained, used, and operated by Grantee in the vicinity of the Easement Area, and (ii) installing upon the Easement Area such access improvements as may be necessary or desirable to facilitate the aforementioned access.

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- 2. Grantee shall be responsible for any damage to personal property or improvements, suffered by Grantor by reason of Grantee's use of the rights hereby conveyed to 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 Grantee's use of the rights hereby conveyed to Grantee.
- 4. Grantor shall not erect or construct, nor permit to be erected or constructed any buildings, structures, nor permit any activity which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement.

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.

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Printed Name: Andrew 10. Mitchell

GRANTOR

Date: <u>3-19-2008</u>

Its: Manager of Arbor Gardens IVILC, a Nevada Limited Liability Company

PG- 3129

STATE OF NEVADA)
COUNTY OF DOUGLAS)
This instrument was acknowledged before me, a Notary Public, on the day of
Charte Office Strate Company.
Notary Signature
JUDITH A. LYONS
Notary Public, State of Nevada Appointment No. 97-0172-5
My Appt. Expires Feb 14, 2009
(Notary Seal)

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EXHIBIT "A" DESCRIPTION **UTILITY EASEMENT** ACROSS LOT 18. BLOCK "C" (ARBOR GARDENS PHASE 4, DOC. No. 657923) (A.P.N. 1220-03-311-047)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A strip of land, eighteen feet (18') wide located within a portion of the Southwest one quarter (SW1/4) of Section 3, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the most westerly corner of Lot 18, Block "C", as shown on Arbor Gardens Phase 4 recorded October 17, 2005 in the office of Recorder, Douglas County, Nevada as Document No. 657923, thence along the north line of said Lot 18 North 72°11'03" East, 250.43 feet to the POINT OF BEGINNING:

thence continuing along said north line, North 72°11'03" East, 18.00 feet; thence South 17°48'57" East, 35.56 feet:

thence South 03°23'07" West, 63.92 feet to the south line of said Lot 18;

thence along said south line, North 86°36'53" West, 18.00 feet;

thence North 03°23'07" East, 60.55 feet:

thence North 17°48'57" West, 32.19 feet to the POINT OF BEGINNING, containing 1,730 square feet, more or less, and as shown on the attached Exhibit "B".

The Basis of Bearing of this description is the line between the centerline monuments of Pin Oak Drive as shown on Arbor Gardens Phase 4 recorded October 17, 2005 in the office of Recorder, Douglas County, Nevada as Document No. 657923.

Note:

Refer this description to your title company

before incorporating into any legal document.

Prepared by:

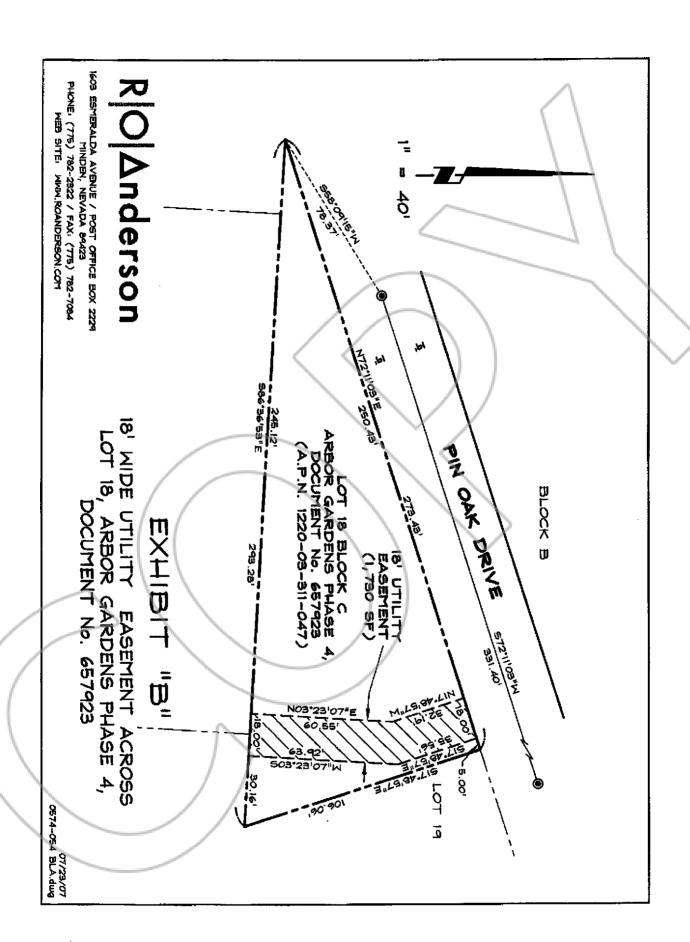
R.O. Anderson Engineering, Inc.

P.O. Box 2229

Minden, Nevada 89423

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