

APN: 026-050-05

WHEN RECORDED MAIL TO:
Land Operations Department
NV Energy
P.O. Box 10100
Reno, NV 89520

RIGHT OF ENTRY

COUNTY OF EL DORADO, a political subdivision of the State of California, ("**Grantor**") for One Dollar (\$1.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to **SIERRA PACIFIC POWER COMPANY**, a Nevada corporation d/b/a/ NV Energy ("**Grantee**"), its successors and assigns, the right:

1. to enter in and upon Grantor's land described as a portion of Section 32, Township 13 North, Range 18 East, M.D.M., El Dorado County, California, described in Exhibit "A" attached hereto and by this reference made a part hereof ("**Project Area**") to construct, operate, add to, modify, maintain, and remove communication and electrical facilities as delineated and drawn on **Sierra Pacific Power Company, Work Request Number 09-40537**, ("**Utility Facilities**") over, under, across and upon the Project Area;
2. of unrestricted passage of vehicles and Grantee's employees, contractors and subcontractors within, on, over and across the Project Area;
3. of ingress of vehicles and Grantee's employees, contractors and subcontractors to and the egress of vehicles and Grantees employees, contractors and subcontractors from, the Project Area; and
4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Project Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Project Area.

Grantee may use this Right of Entry to provide service to any of its customers. Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed within five (5) feet of the Utility Facilities without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Project Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantees electrical practices, and the National Electric Safety Code.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Project Area on the date Grantor signs this Right of Entry. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 4 above.

Upon completion of construction of the Utility Facilities and after Grantee provides its standard form Grant of Easement to Grantor, Grantor will immediately execute this Grant of Easement describing the perpetual easement to be retained over the Project Area.

GRANTOR:

COUNTY OF EL DORADO

Norma Santiago, Chair
Board of Supervisors

****SEE ATTACHED CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT****

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, CITY OF SOUTH LAKE TAHOE, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A PORTION OF LOT 1, OF SECTION 32, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

TRACT A, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON NOVEMBER 16, 1988 IN BOOK 16 OF RECORD OF SURVEY MAPS AT PAGE 30.

EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32, A BRASS CAPPED BLM MONUMENT ON A 2 INCH PIPE; THENCE ALONG THE SOUTH LINE OF SAID SECTION 32, SOUTH 89 DEG 49' WEST 550.00 FEET TO THE SOUTHWEST CORNER, A POINT FROM WHICH A 1-1/4 INCH CAPPED IRON PIPE STAMPED "LS 2403 EDC 1967" BEARS SOUTH 89 DEG 49' WEST 253.36 FEET DISTANT; THENCE NORTH 0 DEG 10' WEST 1310.85 FEET TO THE NORTHWEST CORNER, A POINT; THENCE NORTH 89 DEG 49' EAST 550.00 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A POINT; THENCE ALONG THE EAST LINE OF SAID SECTION 32, SOUTH 0 DEG 10' EAST 1310.85 FEET TO THE POINT OF COMMENCEMENT.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1-1/2 INCH CAPPED IRON PIPE STAMPED "LS 2403" SET IN A FENCE LINE ON THE WEST SIDE OF RUFUS ALLEN BLVD., AND FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 32, A BRASS CAPPED 2 INCH IRON PIPE STAMPED SECTION 32 AND B.L.M. BEARS SOUTH 7 DEG 07' EAST 547.63 FEET DISTANT; THENCE SOUTH 0 DEG 49' EAST 60.92 FEET TO THE SOUTHWEST CORNER, A POINT ON THE WEST SIDE OF RUFUS ALLEN BLVD.; THENCE SOUTH 85 DEG 58' WEST 240.00 FEET TO THE SOUTHWEST CORNER; THENCE NORTH 0 DEG 50' WEST 207.59 FEET TO THE NORTHEAST CORNER A POINT; THENCE SOUTH 87 DEG 48' EAST 240.00 FEET TO THE NORTHEAST CORNER, A 1 INCH CAPPED IRON PIPE STAMPED "LS 2403 1972" SET ON THE WEST SIDE OF RUFUS ALLEN BLVD. ; THENCE ALONG THE WEST SIDE OF RUFUS ALLEN BLVD. SOUTH 0 DEG 49' EAST 120.58 FEET TO THE POINT OF COMMENCEMENT.

A.P.N. 026-050-05-100