

APN: 094-540-004-000

If Recorded:

Recording Requested By/Return To:
Southwest Gas Corporation

P.O. Box 1190
Carson City, Nevada 89702-1190

DOCUMENTARY TRANSFER TAX \$
() Computed on full value of property conveyed.
() Computed on full value less liens & encumbrances remaining thereon at time of sale.

Signature of individual deterring tax



SOUTHWEST GAS CORPORATION
RIGHT-OF-ENTRY

This form is used to grant access and acquire land rights for installation of pipeline(s) and appurtenances when an easement is not granted prior to start of construction.

Prepared By TME3 Reviewed By N/A
Sec. 7 T 15 N R 17 E Meridian Mount Diablo
County Placer State California
W.R. No. 3503610 W.O. No. 7038

I (We), Placer County, a political subdivision of the State of California

For the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, referred to as Grantor(s), grants and conveys unto **SOUTHWEST GAS CORPORATION**, a California corporation, referred to as Grantee, its successors, assigns, licensees, and invitees as reasonably necessary and convenient to effect the purpose of this instrument, permission to enter in and upon Grantor(s) property for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances ("facilities"), and for temporary work space for the duration of the construction activities, across, over, under and through the following described property ("Project Area"):

SEE ATTACHED EXHIBIT(S) "A" and "B" and Addendum
Grantor(s) further agree(s) that no buildings, structures, fences, or trees shall be placed within 5.00 feet of the facilities; nor other grants or uses made that interfere with Grantee's facilities or with Grantee's rights under this grant, unless otherwise authorized in advance in writing by Grantee. Grantee agrees to restore the Project Area to reasonably the same condition that existed before the work was performed and to pay for all direct damages, if any, sustained to the above-described Project Area as a result of the negligence of Grantee and/or their agents and/or contractors related to the above-described installation.

W.R. No. 3503610

W.O. No. 7038

Upon completion of the facilities constructed pursuant to this Right-of-Entry, and provided that a road or right of way dedication, map or other document has not been recorded or established providing Grantee easement rights acceptable to Grantee, Grantor(s) hereby agree(s) to sign and execute Grantee's standard easement form describing the perpetual easement area to be retained over said Project Area within 90 days of receipt of said easement form.

Should Grantor(s) fail(s) to execute Grantee's standard easement form within 90 days of receipt of Grantee's written request, Grantee reserves the right to record this Right-of-Entry, whereby the terms and conditions of said Right-of-Entry shall remain in full force and effect for the perpetual right of access, operation, maintenance, replacement, removal or abandonment of the facilities; in whole or in part.

This Right-of-Entry shall run with the land and be binding upon Grantor's successors, heirs, and assigns.

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

TO HAVE AND TO HOLD said Right-of-Entry unto Grantee, its successors, assigns, and permitted licensees and invitees, together with all rights granted hereby.

IN WITNESS WHEREOF, the duly authorized representative of the Grantor(s) has executed this Right-of-Entry this _____ day of _____, 20 _____.

Placer County

Grantor: _____

Signature and Title

Grantor: _____

Print Name and Title

W.R. No. 3503610 _____

W.O. No. 7038 _____

ACKNOWLEDGMENT

STATE OF _____)

_____)

COUNTY OF _____)

On _____, before me, _____,
(here insert name of the officer)

a notary public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CALIFORNIA NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____ (name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

SOUTHWEST GAS CORPORATION
RIGHT-OF-ENTRY
Page 5 of 12

APN 094-540-004-000

THAT PORTION OF THE NORTH HALF (N 1/2) OF SECTION 7, TOWNSHIP 15 NORTH, RANGE 17 EAST, M.D.M., PLACER COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

A 50.00 FOOT WIDE STRIP OF LAND LYING WITHIN A PARCEL OF LAND AS DESCRIBED IN EASEMENT DEED RECORDED IN OFFICIAL RECORDS OF PLACER COUNTY, CALIFORNIA, IN BOOK 571, PAGE 520, DOCUMENT #4717, ON JULY 12, 1950 AND AS SHOWN ON "PARCEL MAP NO. 72174" RECORDED IN OFFICIAL RECORDS OF PLACER COUNTY, CALIFORNIA, IN BOOK 12 OF PARCEL MAPS AT PAGE 38, FILE NO. 13552, ON APRIL 7, 1978.

This description was prepared by Southwest Gas Corporation pursuant to California Business and Professions Code Section 8730(c).

ADDENDUM TO RIGHT OF ENTRY

This Addendum is attached to and made a part of the Southwest Gas Corporation Right of Entry between Placer County (as "Grantor" or "County") and Southwest Gas Corporation (as "Grantee"), and governs in the event of conflict.

1. Grantee agrees to indemnify and hold harmless Grantor, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees to the extent caused by the negligent or intentional acts or omissions of Grantee, its employees or agents in the exercise of rights or obligations hereunder.

Grantor agrees to indemnify and hold harmless Grantee and Grantee's directors, officers, employees and agents from and against any damages including costs and attorney's fees to the extent caused by the negligent or intentional acts or omissions of Grantor, its employees or agents in the exercise of rights or obligations hereunder.

Acceptance of insurance required by this Right of Entry does not relieve Grantee from liability under this indemnification clause. This indemnification clause shall apply regardless of if any insurance is applicable or not.

This provision is not intended to create any cause of action in favor of any third party against Grantee or the Grantor or to enlarge in any way the Grantee's liability but is intended solely to provide for indemnification of Grantor or Grantee, as applicable, for liability for damages or injuries to third persons or property arising from the exercise of this contract or agreement.

2. The Right of Entry shall not exceed one (1) year from date of execution or until the Grant of Easement is of record, whichever is earlier. This date may be extended by mutual written consent by both parties. Upon expiration of the time period identified, the Right of Entry shall no longer be valid.

3. Grantee shall pay Grantor for consideration the sum of Fifteen Thousand Dollars (\$15,000) upon execution of the Right of Entry by Grantee. Failure to pay Grantor the sum shall render the Right of Entry null and void.

4. Except in exigent circumstances, Grantee shall provide Grantor with prior notice of any construction activity planned which may temporarily interfere with access to or use of the Project Area.

5. Grantee acknowledges that the Right of Entry is non-exclusive and subject to prior encumbrances of record.

6. Limitations. The Right of Entry is limited by the following provisions:

- a. Grantee shall use reasonable efforts to minimize interference with access across and within the Right of Entry Project Area by Grantor, its tenants and invitees, and easement holders with prior rights.
- b. Grantee acknowledges that Grantor may also grant a Right of Entry to Tahoe City Public Utility District (TCPUD) as for utility construction within the Right of Entry Project Area, and Grantee shall use good faith efforts to coordinate with TCPUD to avoid construction conflicts, but in no way will hold Grantor responsible for any such conflicts.

- c. Grantee further acknowledges that the owner of a prior existing Road Easement also is anticipating performing construction within the Right of Entry Project Area, and that Grantee shall use good faith efforts to coordinate with the owner of the Road Easement to avoid construction conflicts, but in no way will hold Grantor responsible for any such conflicts.
- d. Grantee acknowledges that the Project Area includes the singular access easement to the Tahoe City Golf Course and Winter Sports Park Property (APN 094-020-008) and a residential property (APN 094-020-007) and is the access point to State Route 28 by tenants of 243 North Lake Boulevard, Tahoe City, Ca. Grantee further agrees to use reasonable efforts to minimize interference with access through the Project Area and to State Route 28 for the duration of their use of the Project Area pursuant to this Right of Entry.

7. Self-Insurance. It is agreed that the Grantor and Grantee shall each maintain at all times during the performance of this Right of Entry insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to, not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile liability, and One Million Dollars (\$1,000,000) workers' compensation.

The duly authorized representatives of the Parties have executed this Addendum to be effective as of the effective date of the Right of Entry.

“GRANTEE”

Southwest Gas Corporation,
a California corporation

By: _____

Title: _____

Printed Name: _____

Date: _____

“GRANTOR”

Placer County,
a political subdivision of the State of California

By: _____

Title: _____

Printed Name: _____

Date: _____

APN # 094-540-004-000 EXHIBIT "B"

Recording Requested By/Return To:
Southwest Gas Corporation
P.O. Box 1190
Carson City, Nevada 89702-1190
TME3 24A-580

DOCUMENTARY TRANSFER TAX \$
() Computed on full value of property conveyed.
() Computed on full value less liens & encumbrances remaining thereon at time of sale.

Signature of individual determining tax



SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT

This form is used to acquire land rights for installation of pipeline(s) and appurtenances.

Prepared By TME3 Reviewed By N/A
Sec. 7 T 15 N R 17 E Meridian Mount Diablo
County Placer State California
WR No. 3503610 LRS No. 7038

I (We) Placer County, a political subdivision of the State of California

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as Grantor(s), does hereby grant, convey, quitclaim and release unto **SOUTHWEST GAS CORPORATION**, a California Corporation, its successors, assigns, licensees, and invitees as reasonably necessary to effect the purpose of the easement, hereinafter referred to as Grantee, a perpetual easement for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances, across, over, under and through the following described property, to wit:
SEE ATTACHED EXHIBIT(s) "A" (AS BUILT SURVEY TO BE ADDED)
SEE ALSO ATTACHED APPENDIX

together with the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will.

Grantor agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for street, road or driveway purposes, which Grantor agrees shall not interfere with Grantee's exercise of the rights herein granted. Grantee agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.

Except as provided above, Grantee agrees to pay all direct damages which are caused by the Grantee's exercise of the rights herein granted.

W.R. No. 3503610 LRS No. 7038

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

TO HAVE AND TO HOLD said easement unto Grantee, its successors, assigns, licensees, and invitees, together with all rights granted hereby.

IN WITNESS WHEREOF, the duly authorized representative of the undersigned has executed this Grant of Easement this

_____ day of _____, _____ .

Placer County

Grantor _____

Signature and Title

Grantor _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF _____)

)

COUNTY OF _____)

On _____, before me, _____,
(here insert name of the officer)

a notary public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CALIFORNIA NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____ (name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ADDENDUM TO GRANT OF EASEMENT

This Addendum is attached to and made a part of the Southwest Gas Corporation Grant of Easement ("GOE") between Placer County (as "Grantor" or "County") and Southwest Gas Corporation (as "Grantee"), and governs in the event of conflict.

1. Grantee agrees to indemnify and hold harmless Grantor, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees to the extent caused by the negligent or intentional acts or omissions of Grantee, its employees or agents in the exercise of rights or obligations hereunder.

Grantor agrees to indemnify and hold harmless Grantee and Grantee's directors, officers, employees and agents from and against any damages including costs and attorney's fees to the extent caused by the negligent or intentional acts or omissions of Grantor, its employees or agents in the exercise of rights or obligations hereunder.

Acceptance of insurance required by this GOE does not relieve Grantee from liability under this indemnification clause. This indemnification clause shall apply regardless of if any insurance is applicable or not.

This provision is not intended to create any cause of action in favor of any third party against Grantee or the Grantor or to enlarge in any way the Grantee's liability but is intended solely to provide for indemnification of Grantor or Grantee, as applicable, for liability for damages or injuries to third persons or property arising from the exercise of this contract or agreement.

2. Except in exigent circumstances, Grantee shall provide Grantor with prior notice of any construction activity planned which may temporarily interfere with access to or use of the Easement Area.

3. Grantee acknowledges that the GOE is non-exclusive and subject to prior encumbrances of record.

4. Limitations. The Easement is limited by the following provisions:

- a. Grantee shall use reasonable efforts to minimize interference with access across and within the Easement Area by Grantor, its tenants and invitees, and easement holders with prior rights.
- b. Grantee acknowledges that Grantor may also grant a Right of Entry to Tahoe City Public Utility District (TCPUD) as for utility construction within the Easement Area, and Grantee shall use good faith efforts to coordinate with TCPUD to avoid construction conflicts, but in no way will hold Grantor responsible for any such conflicts.
- c. Grantee further acknowledges that the owner of a prior existing Road Easement also is anticipating performing construction within the Easement Area, and that Grantee shall use good faith efforts to coordinate with the owner of the Road Easement to avoid construction conflicts, but in no way will hold Grantor responsible for any such conflicts.
- d. Grantee acknowledges that the Easement Area includes the singular access easement to the Tahoe City Golf Course and Winter Sports Park Property (APN 094-020-008) and a residential property (APN 094-020-007) and is the access point to State Route 28 by tenants of 243 North Lake Boulevard, Tahoe

City, Ca. Grantee further agrees to use reasonable efforts to minimize interference with access through the Easement Area and to State Route 28 for the duration of their use of the Easement Area pursuant to this GOE.

5. Self-Insurance. It is agreed that the Grantor and Grantee shall each maintain at all times during the performance of this GOE insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to, not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile liability, and One Million Dollars (\$1,000,000) workers' compensation.

The duly authorized representatives of the Parties have executed this Addendum to be effective as of the effective date of the GOE.

“GRANTEE”

Southwest Gas Corporation,
a California corporation

By: _____

Title: _____

Printed Name: _____

Date: _____

“GRANTOR”

Placer County,
a political subdivision of the State of California

By: _____

Title: _____

Printed Name: _____

Date: _____

EXHIBIT A

SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT

AS BUILT LEGAL AND DESCRIPTION
TO BE ATTACHED AFTER CONSTRUCTION