

After Recordation Return To:
SIERRA PACIFIC POWER COMPANY
Attn: Land Operations
PO Box 10100
Reno, Nevada 89520

A.P.N.
1220-08-000-004
Work Order Number
00-21738-17

**GRANT OF EASEMENT
FOR
UNDERGROUND ELECTRIC DISTRIBUTION AND COMMUNICATION**

THIS INDENTURE, made and entered into on November 21, 2000, by and between **JAMES M. HICKEY FAMILY TRUST** (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, permanent and exclusive easements and rights of way to construct, alter, maintain, inspect, repair, reconstruct and operate one or more underground electric distribution and communication facilities, consisting of one or more circuits, together with the appropriate underground foundations, markers, conduits, pull boxes, vaults, fixtures, surface-mounted transformers, switchgear, and other necessary or convenient appurtenances connected therewith, (hereinafter called "Utility Facilities"), across, upon, under, and through the following described property situate in the County of DOUGLAS, State of NEVADA, to-wit:

A portion of the Northwest one-quarter of the Northeast one-quarter of Section 8, Township 12 North, Range 20 East, M.D.M.,

An Underground Electric Powerline Easement ten (10) feet in width and lying five (5.0) feet each side of the following described centerline:

COMMENCING at the Northwest property corner of adjusted Parcel B as shown in "Record of Survey supporting a boundary line adjustment for ABC & J", Document number 362786, filed May 24, 1995, Official Records of Douglas County, Nevada;

Thence South 2°31'42" West, a distance of 5 feet , TO THE TRUE POINT OF BEGINNING;

Thence South 37°30'19" West a distance of 350 feet, MORE OR LESS.

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.

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.

James M. Hickey
SIGNATURE

JAMES M. HICKEY
PRINT NAME

OWNER
TITLE

STATE OF NEVADA)
COUNTY OF Douglas)

On 11-21-00, this instrument was acknowledged before me, a Notary Public, by James M. Hickey, of JAMES M. HICKEY FAMILY TRUST.

 J. LESTER
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 98-5080-5 - EXPIRES SEPT. 21, 2002

J. Lester
Notary Signature

122008000004.DOC

REQUESTED BY
Sierra Pacific
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2001 FEB 27 AM 10: 25

LINDA SLATER
RECORDER

\$ 9.00 PAID KG DEPUTY