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After Recordation Return To:

✓ SIERRA PACIFIC POWER COMPANY

Attn: Land Operations

PO Box 10100

Reno, Nevada 89520

APN: 1419-35-001-001

Work Order Number: 03-27383

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

THIS GRANT OF EASEMENT, made and entered into May 30th. 2003, by and between **JAY DACRE MARRIAGE**, Trustee of the Jay Dacre Marriage Revocable Trust Agreement dated August 26, 2002 (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, add to and operate one or more overhead electric and communication facilities, consisting of one or more circuits, together with poles, guys and anchors, supporting structures, insulators and cross-arms, wires, fibers and cables, fixtures, and appurtenances connected therewith, (hereinafter called "Utility Facilities"), across, upon, over, and through the following described property situate in the County of Douglas, State of NEVADA, to-wit:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

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.

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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.



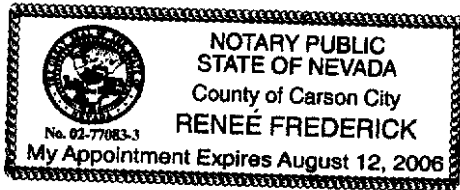
Jay Dacre Marriage

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STATE OF NEVADA
COUNTY OF ~~DOUGLAS~~ *Carson*

On *May 30th* 2003, this instrument was acknowledged before me, a Notary Public, by *Jay Dacre Marriage*



Renee Frederick
Notary Signature

COOPER

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EXHIBIT "A"

All that certain parcel of land situate in the Northwest one-quarter of the Northwest one-quarter (NW1/4, NW1/4) of Section 35, Township 14 North, Range 19 East, M.D.M., County of Douglas, State of Nevada.

An overhead electric easement ten (10.0) feet in width and lying Five (5.0) feet each side of the following described centerline:

Commencing at the Northwest Section Corner of said Section 35, as shown on a Record of Survey to support a Boundary Line Adjustment for Ronald L. Simek, Little Mondeaux Limousin Corporation and The Pivot Limited Partnership, filed December 31, 1996, under Document No. 403935, Official Records of Douglas County, Nevada;

Thence South 82°38'46" East, a distance of 1,173 feet to the POINT OF BEGINNING;

Thence South 55°18'19" East, a distance of 798.20 feet to POINT "A";

Thence North 37°04'31" East, a distance of 70.26 feet to the terminus of the first leg of this description.

Commencing at POINT "A", thence South 55°18'19" East a distance of 299.30 feet;

Thence South 19°19'20" East a distance of 54.60 feet to the Southeasterly terminus of this description.

Containing an area of 12,224 sq. ft. (0.281 acres) more or less.

The boundary lines of the said easement are to be extended or foreshortened so as to terminate on the property lines of the grantor.

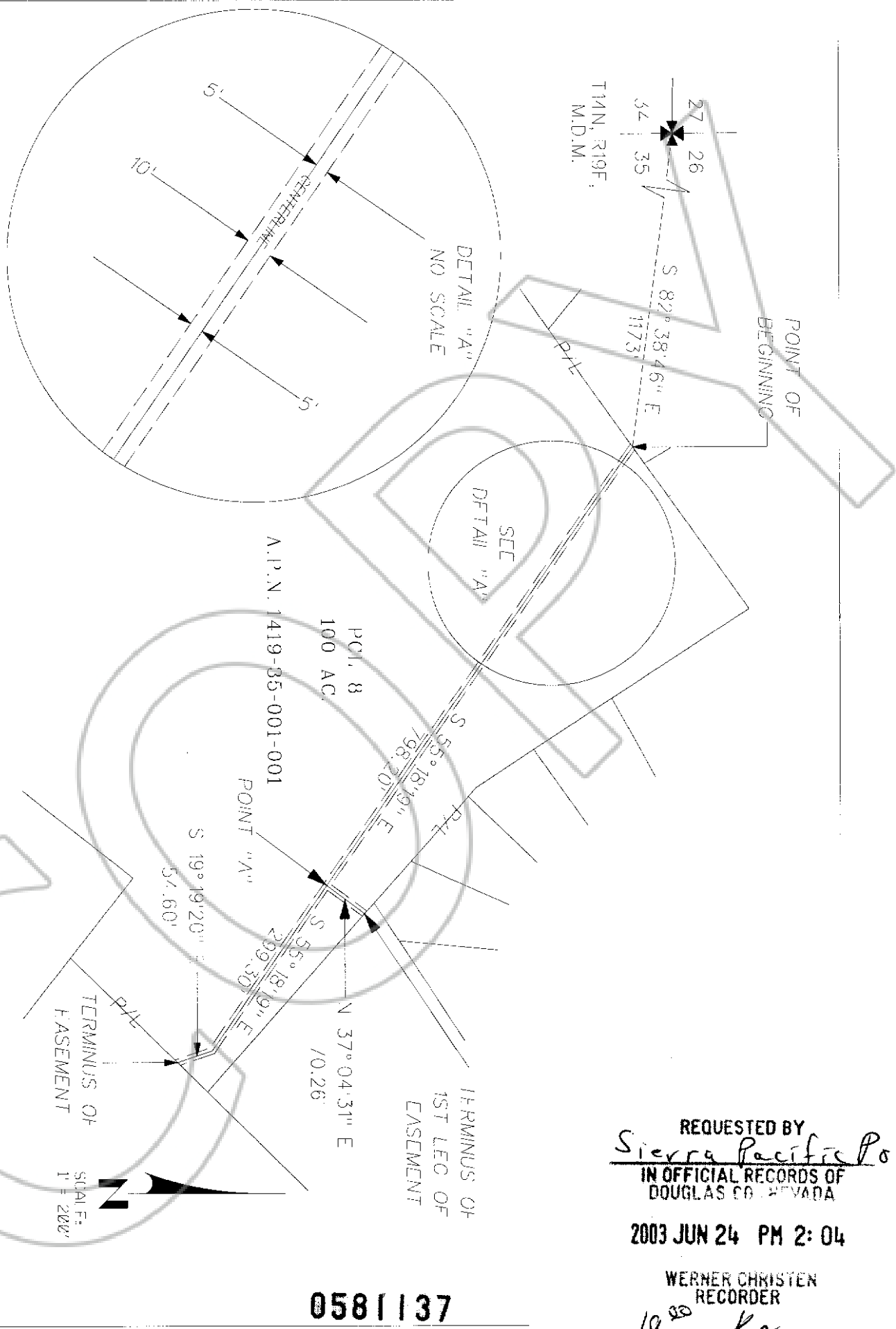
BASIS OF BEARING being N 89°23'01" E - - the North line of the Northeast ¼ of Section 26, T14N., R19E., M.D.M. per Map of Division into Large Parcels for Little Mondeaux Limousin Corporation Recorded July 31, 1992 as Document No. 284936.

Per NRS 111.312, this legal description was prepared by Chuck Miller, whose mailing address is P.O. Box 10100, Reno, Nevada 89520.

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EXHIBIT B



Sierra Pacific POWER COMPANY			
DRAWN	DESIGN	SUPR	DATE
CM			05/16/03
			REV

OVERHEAD ELECTRIC
HASEMENT
MARRIAGE PROPERTY
A.P.N. 1419 35 001 001
SPPCO W. O. # 03-27383

SHEET 1 OF 1
SEC. 35, T11N.,
R19E., M.D.M.

REQUESTED BY
Sierra Pacific Power
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

2003 JUN 24 PM 2: 04

WERNER CHRISTEN
RECORDER

\$18⁰⁰ PAID *Kg* DEPUTY

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