

THIS DEED, made September 4, 1969, by SOUTHERN PACIFIC COMPANY, a Corporation of the State of Delaware, hereinafter called Grantor, unto BELL TELEPHONE COMPANY OF NEVADA, a Corporation, hereinafter called Grantee,

WITNESSETH: That Grantor, for and in consideration of Ten and 00/100 (10.00) Dollars, receipt whereof is acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, subject to the conditions hereinafter expressed, the right to construct and install communication facilities over, across, upon and under the hereinafter described real property, and the right to maintain, inspect, repair, replace, remove, use, operate and patrol said facilities, which shall consist of such aerial wires, cables and other electrical conductors and equipment, with associated poles in a single line, crossarms, braces, anchors and guys, and other appurtenances as Grantee may from time to time deem necessary, together with an easement and right of way therefor.

Said real property is situated in the County of Eureka, State of Nevada, more particularly described as follows:

A strip of land 10.00 feet in width, except at those locations where it is necessary to construct, locate and install guys and anchors, at which locations the width will not exceed 20.00 feet, situate in the Southeast Quarter of the Southeast Quarter of Section 35, Township 32 North, Range 51 East, Mount Diablo Base and Meridian,

lying equally on each side of the following described center line:

Commencing at the northwest corner of Section 2, Township 31 North, Range 51 East, Mount Diablo Base and Meridian; thence North 84°41'00" East, a distance of 1153.8 feet to the actual point of beginning of the center line to be described; thence North 67°58'20" West, a distance of 297.5 feet; thence North 40°00'20" West, a distance of 306.0 feet; thence North 23°52'00" West, a distance of 311.9 feet; thence North 34°34'00" East, a distance of 35.0 feet.

Excepting therefrom, that portion thereof included within the operating right of way of Southern Pacific Company's main track, Winnemucca to Carlin.

Grantor also grants to Grantee, its successors and assigns, the following rights to be exercised by Grantee, its successors and assigns, and their respective contractors, agents, employees and servants, whenever and to the extent considered necessary by Grantee, its successors and assigns, for the complete enjoyment of the rights and right of way hereinbefore granted: (a) to trim or fell and remove any tree, shrub, bush, vine, brush, undergrowth or foliage within a distance of five (5) feet on each side of the aforesaid line, (b) to install and maintain gates in any fence crossing said facilities, and (c) to have ingress to and egress from said facilities and like facilities on neighboring real property.

Subject to the following conditions:

That Grantee shall not fence the right of way hereby conveyed.

That Grantee shall prevent the leakage of electric currents from

Grantee's facilities to such extent as may be necessary to avoid interferences with other electrical transmission or communication lines.

That Grantee shall indemnify Grantor against and hold it harmless from any and all loss, damage, and liability for damages, whether for damage to or loss of property, or injury to or death of person, which shall in any way arise out of or be connected with Grantee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of Grantor.

That in the event of failure of Grantee to fully perform and comply with each and all of the conditions herein set forth, or in the event that said lands shall be used by Grantee for any other purpose than for that herein expressly granted, or in the event of non-use by Grantee of said right of way for a continuous period of two (2) years, then and in any of such events the easement and right of way hereby granted, or such part or parts thereof as shall be used for such other purposes, or the use of which shall have been discontinued, shall thereupon immediately cease and determine and the right of use and possession thereof and the title thereto shall immediately revert to and revest in Grantor.

Upon termination, in any manner, of the rights herein granted, the Grantee within sixty (60) days after written notice from Grantor so to do shall remove its facilities from said easement and right of way, or such part or parts thereof as shall have reverted to and re-vested in Grantor as herein provided, and in connection with such

removal shall fill all excavations and restore the ground to substantially its original condition, failing in which the Grantor may do such work, the entire cost of which the Grantee covenants and agrees to pay to Grantor upon demand.

This conveyance is subject to all contracts, leases, liens, easements and encumbrances or claims of title which may affect the land herein described and nothing herein contained shall be construed as a covenant against the existence of any thereof.

All of the terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed by its officer, thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, on the day and year first hereinabove written.

SOUTHERN PACIFIC COMPANY

By [Signature] Vice President

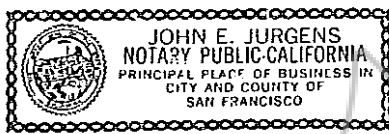
Attest [Signature] Assistant Secretary



Sale No. 857-M Dated: August 22, 1969 Authority No. B-798

STATE OF CALIFORNIA, }
City and County of San Francisco } ss.

On this 16th day of September in the year One Thousand Nine Hundred and Sixty Yine before me, John E. Jurgens, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared L. E. Hoyt and A. E. Hill, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.



My Commission Expires June 13, 1973

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation Notary Public in and for the City and County of San Francisco, State of California.

RECORDED AT THE REQUEST OF Bell Telephone Co. of Nevada

on Oct. 2, 1969, at 21 mins. past 2 P. M. in

Book 32 of OFFICIAL RECORDS, page 598-601, RECORDS OF

My Commission Expires June 13, 1973 Willis O. Hill Recorder.

File No. 51416

Fee \$ 6.00

BOOK 32 PAGE 601