

115996

GRANT OF EASEMENT FOR REPEATER STATION

In consideration of the sum of \$2,500.00 Dollars, in hand paid, receipt whereof is hereby acknowledged, the undersigned Grantor(s) hereby grant(s) to AT&T COMMUNICATIONS OF Nevada INC., Grantee, its successors and assigns, an EXCLUSIVE EASEMENT to construct, maintain, operate, inspect, repair, replace and remove such communication facilities as Grantee may from time to time require, (including ingress thereto and egress therefrom) consisting of crossarms, poles, anchors, guys, cables, wire, conduits, manholes, handholes, markers, pedestals, electrical conductors, structures with electronic communication equipment therein and associated paving, fencing, and other necessary fixtures and appurtenances related thereto in, over, and upon that certain real property in the County of Eureka, State of Nevada described as follows:

SEE ATTACHED EXHIBIT "A"
ATTACHED HERETO AND MADE A PART HEREOF

Grantor(s) hereby covenant and agree to grant and convey an easement and right of way to, and in a form satisfactory to, _____
an electric power utility company authorized to provide electric power service to said facilities.

The undersigned hereby covenant(s) not to do or permit anything to interfere with the rights herein granted to Grantee, and without in any way limiting the generality of the foregoing, further covenant(s) not to erect or construct, or permit to be erected or constructed, and fence, building or any other structure of any kind within the limits of said easement and right of way; that no flammable structure or material shall be erected or permitted within fifty feet of said plot; and, not to grant other easements on, under or over the within easement and right of way without Grantee's prior written approval.

Grantor(s) also grant(s) to Grantee the right to cut, fill or otherwise change the grade of said property and to place such drainage and retaining structures thereon, as Grantee may elect for the protection of said facilities.

Grantee shall be responsible for damage caused intentionally or by any negligent act or omission of Grantee, its agents or employees while exercising the rights herein.

The covenants, terms, conditions and provisions herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents of the parties hereto.

Executed this 7th day of December, 1987, at Dunphy, Nevada

Dunphy Ranch, a Nevada General Partnership

By: John W. Marvel
Wilburta S. Marvel
John E. Marvel
Karen U. Marvel

WITNESS

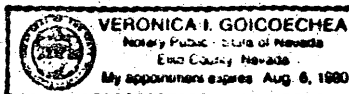
State of Nevada)
County of Eureka) ss.

The foregoing instrument was acknowledged before me this 7th day of December, 1987.

By John W. Marvel

Veronica I. Goicoechea
Notary Public

My commission expires: _____



State of Nevada)

County of Elko)

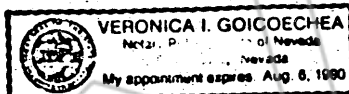
The forgoing instrument was acknowledged before me this 7th day of
December, 1987.

By Wilburta S. Marvel

Veronica I. Goicoechea

Notary Public

My commission expires _____



State of Nevada)

County of Elko)

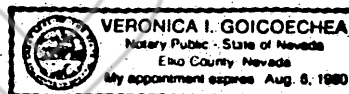
The forgoing instrument was acknowledged before me this 7th day of
December, 1987.

By John E. Marvel

Veronica I. Goicoechea

Notary Public

My commission expires _____



State of Nevada)

County of Elko)

The forgoing instrument was acknowledged before me this 7th day of
December, 1987.

By Karen U. Marvel

Veronica I. Goicoechea

Notary Public

My commission expires _____

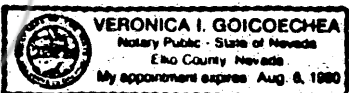


EXHIBIT A

This is the Exhibit A referred to in the Grant of Communication Systems Easement executed the 7th day of December 19 87, by the undersigned Grantor(s).

A 56.5 ft. by 60.00 ft. easement, for purposes of a Repeater Station building, lying immediately adjacent to existing buried cable easement situated in the following land;

Section 25, Township 33 North, Range 48 East, Mount Diablo Base and Meridian, Eureka County, Nevada,

All as described in Grant, Bargain and Sale Deed, dated January 1, 1983, and recorded in Book 112, Page 1, Eureka County, Nevada records.

For a more specific legal description see Exhibit B attached hereto, made a part hereof and incorporated herein by this reference.

SUBJECT TO all covenants, conditions, restrictions, exceptions, easements, assessments, rights, rights of way, and reservations of record;

SUBJECT TO all conditions, codes, laws, zoning, ordinances, restrictions, and regulations, if any, which apply to the property; and

SUBJECT TO all existing rights of way, easements, licenses, and privileges for highways, roads, trails, pipe, pole, or transmission lines, telephone lines, or cables, on, under, over, through or across said premises or any portion thereof.

GRANTEE shall promptly after entering into possession of the property construct and maintain permanent Nevada legal livestock fencing, which fencing GRANTEE shall be solely liable and responsible for in all respects after construction thereof.

GRANTEE shall indemnify, save, defend and hold harmless GRANTOR and its agents, representatives, employees, heirs, successors and assigns, from and against any and all claims, demands, damages, losses, causes of action, expenses, including attorney's fees, and any other claims or liability whatsoever, caused or contributed to by the GRANTEE, its agents, employees, successors and assigns in the performance hereof or otherwise arising herefrom.

RECORDED AT THE REQUEST OF

Narry Cadwell

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88 FEB -9 AM 104

OFFICIAL RECORD
EUREKA COUNTY
PLN REC'D - **115996**
FILE NO - 720
FEE \$ 2.00

Dunphy Ranch, a Nevada General Partnership

By:

John W. Marvel

Wilburta S. Marvel

John E. Marvel

Karen U. Marvel

Grantor

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