

115997

GRANT OF COMMUNICATION SYSTEMS EASEMENT

For valuable consideration, receipt hereof is hereby acknowledged, the undersigned hereby grant(s) to AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, its associated and allied companies, its and their respective successors, assigns, lessees and agents (hereinafter collectively called "grantees") an easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wave guides, wires, conduits, manholes, drains, splicing boxes and other facilities for similar uses together with surface testing terminals, markers and other appurtenances, upon, over and under a strip of land 16.50 feet wide across the land which the undersigned own(s) or in which the undersigned have (has) any interest, which land is described in the attached EXHIBIT "A" hereby made a part hereof, together with the following rights: of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted: to place surface markers beyond said strip; to clear and keep clear all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction periods to clear and use additional areas as required on each side of said strip; to install gates and stiles in any fences crossing said strip.

The undersigned hereby covenant(s): not to do or permit anything to interfere with the rights herein granted to grantees and without in any way limiting the generality of the foregoing, further not to erect or construct a building or structure or to permit a structure to be erected or constructed within the limits of said easement; and not to grant other easements on, under or over this easement without grantee's prior written approval.

The grantees agree that the said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damage done to fences and growing crops damaged in the course of the construction and maintenance activities associated with the aforesaid systems. The undersigned shall have the right to use and enjoy the land occupied by the said right of way and easement except when such use shall interfere with the rights herein granted to the grantees.

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, 19 87, at Dunphy, Nevada

Dunphy Ranch, a Nevada General Partnership

By: [Signature]

John W. Marvel

Wilburta S. Marvel

John E. Marvel

Karen U. Marvel

WITNESS

State of Nevada )

County of Elko ) ss.

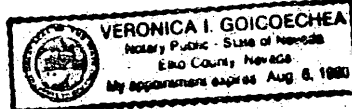
The forgoing instrument was acknowledged before me this 7th day of

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

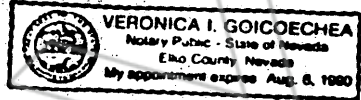
My commission expires \_\_\_\_\_

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

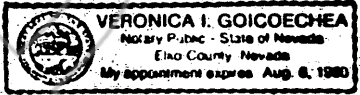
My commission expires \_\_\_\_\_

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 \_\_\_\_\_

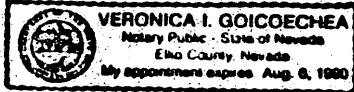


EXHIBIT A

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 strip of land 16.50 feet in width lying immediately adjacent to the existing buried cable easement across the following lands:

Sections 25, 26, 33, and 36, all in 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.

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 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.

Dunphy Ranch, a Nevada General Partnership

By:

John W. Marvel  
John W. Marvel

Wilburta S. Marvel  
Wilburta S. Marvel

John E. Marvel  
John E. Marvel

Karen U. Marvel  
Karen U. Marvel

Grantor

