

140693


 SEAL  
Affixed

After Recordation Return To:

-----

**GRANT OF COMMUNICATIONS SYSTEM EASEMENT**

THIS INDENTURE, made and entered into this 1st day of October, 1990, by and between ELKO LAND AND LIVESTOCK COMPANY, a Nevada Corporation, (hereinafter referred to as "Grantor"), and CP National, a California Corporation, (hereinafter referred to as "Grantee"),

**W I T N E S S E T H:**

THAT THE GRANTOR, for and in consideration of the sum of FOUR HUNDRED TWENTY SEVEN DOLLARS (\$427.00) in hand paid by the Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents grant to Grantee, its associated and allied companies, its successors, assigns, lessees and agents, a non-exclusive easement and right-of-way, twenty (20.00) feet in width, ten (10.00) feet each side of the center line as built, to construct, operate, maintain, replace and remove such communications systems as the Grantee may from time to time require, consisting of underground cables, wire guides, conduits, manholes, drains, splicing boxes, and other facilities for similar uses together with surface testing terminals, markers, and other appurtenances, upon, over and under the following described property situate in the County of Eureka, State of Nevada, to wit:

An easement for utility purposes being within Section 11, T. 32 N., R. 50 E., M.D.B. & M., Eureka County, Nevada, being 20.00 feet in width, 10.00 feet on each side of the following described centerline:

COMMENCING at the South quarter corner of said Section 11, thence North 26° 01' 48" East, 1,635.73 feet to a point being corner no. 1 the true point of beginning, thence South 06° 40' 38" East, a distance of 770.21 feet to corner no. 2, thence South 09° 36' 28" West, a distance of 295.50 feet to corner no. 3, thence South 06° 50' 12" East, a distance of 263.25 feet more or less to the Northerly Right of Way of Interstate 80, to corner no. 4, the point of ending.



**IT IS FURTHER AGREED:**

1. That Grantee, its successors and assigns, shall have at all times ingress and egress to the above-described land for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating said communications systems.

2. That Grantee, its successors and assigns, shall be responsible for any damage to personal property or improvements, suffered by Grantor, by reason of construction, maintenance, repair or performance of any other rights herein set forth.

3. That Grantee, its successors and assigns, will at all times save and hold harmless the Grantor, its heirs, successors and assigns, of any and all loss, damage or liability it may suffer or sustain by reason of any injury or damage to any person or property caused by the negligent construction, maintenance, operation of said communications systems by Grantee and from claims of any third parties resulting from Grantee's exercise of its rights herein granted.

4. That Grantor, its successors and assigns, will at all times save and hold harmless the Grantee, its heirs, successors and assigns, of damage to the communications system caused by the negligent exercise by Grantor of rights reserved herein.

5. In the event Grantor determines at any time and from time to time it is necessary to relocate any portion of the communication system or appurtenances, in order to safely develop or mine minerals owned by Grantor on property included in or adjacent to the property described herein, then on ninety (90) days notice, Grantee agrees to relocate said cable and appurtenant facilities, at cost to Grantee, to a location satisfactory to Grantor, provided that if the new location is on lands owned or controlled by Grantor or an affiliate of Grantor, hereinafter called "Grantor lands", then the necessary easement therefore shall be granted to Grantee without additional consideration. Nothing in this or the following provision shall require Grantor to purchase any lands to provide alternative easements for the benefit of Grantee.

Subject to the above described right to require relocation of the communication system, Grantor shall not erect or construct, nor permit to be erected or constructed any building or structure, nor permit any activity which is inconsistent with Grantee's use of the Easement.

6. Grantee, its successors and assigns, shall have the right to remove or clear any and all buildings, structures, combustible materials, trees, brush, debris, or any other obstruction from said right of way, which in the judgment of Grantee may interfere

*All Tel/CP National*  
92 APR 16 P1:10

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. 140693 FEES \$700

CERTIFICATION OF COPY  
STATE OF NEVADA  
COUNTY OF ELKO ) SS.  
I, JERRY D. REYNOLDS, the duly elected and  
qualified Recorder of Elko County, in the State of  
Nevada, do hereby certify that this is a true, full  
and correct copy of the instrument now on record  
in this office. IN WITNESS WHEREOF, I have  
hereunto set my hand and affixed the seal of my  
office, in Elko, Nevada this

15 day of April, 1992  
JERRY D. REYNOLDS, COUNTY RECORDER  
*[Signature]*  
(SEAL)



with or endanger the construction, operation, and maintenance of  
it utility facilities.

7. In the event that the Grantee hereunder fails to  
construct the communications facilities contemplated herein within  
two years of the date hereof, or fails, after initial use, to use  
the granted easement and right of way for a two (2) year period,  
the grant contained herein shall terminate and the Grantee's rights  
to the easement and right of way shall cease.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditament,  
and appurtenances thereunto belonging or appertaining and the  
reversion and reversions, remainder and remainders, rents, issues  
and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises,  
granted together with the appurtenances, unto said Grantee, its  
successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused these presents duly  
to be executed the day and year first above written.

ELKO LAND AND LIVESTOCK COMPANY

BY: *[Signature]*  
President

STATE OF Nevada )  
COUNTY OF Elko ) SS:

On this 10th day of October, 1990, personally appeared  
before me, a Notary Public, K. A. Brunk, President of Elko Land and  
Livestock Company, a corporation, who acknowledged to me that he  
executed the foregoing instrument on behalf of said corporation.

*[Signature]*  
Notary Public

My Commission Expires:

1-16-93

297687  
FILE #  
FILED FOR RECORD  
AT REQUEST OF

*[Signature]*  
90 OCT 11 AM 11:41



INDEXED

RECORDED BY 735 PG 59  
JERRY D. REYNOLDS  
ELKO CO. RECORDER

3

297687

BOOK 735 PAGE 61

BOOK 233 PAGE 58