

GRANT OF EASEMENT

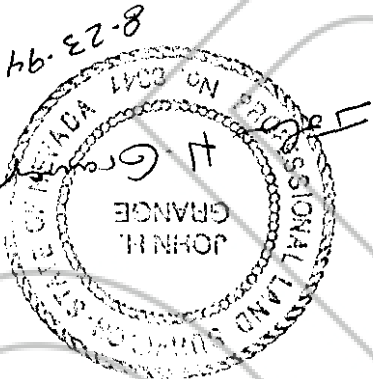
The undersigned Grantor(s) hereby grant(s) to Nevada Bell, Grantee, its successors and assigns, the right from time to time to construct, place, inspect, maintain, replace and remove communication facilities consisting of underground conduits, pipes, manholes, service boxes, wires, cables, other electrical conductors, aboveground markers, risers, pedestals and terminal equipment cabinets, and other appurtenances, together with an easement therefore and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of _____ Eureka _____, State of Nevada:

An easement 10 feet in width, being 5.00 feet on each side of centerline, passing through the NE¼ of the NW¼ of Section 35, T.25N., R.51E., M.D.M., County of Eureka, State of Nevada, the centerline of said easement described as follows:

Beginning at a point on the North line of the NE¼ of said Section 35, from which the North Quarter corner of said Section 35 bears S89°55'00"E, S22.27 feet, said point also being 95.00 feet Northeastly from and perpendicular to the centerline of State Highway 278; thence parallel to and 95.00 perpendicular from the centerline of said highway, S26°14'22"E, 1194.18 feet to the point of ending on the East line of the NE¼ of said Section 35, from which the North Quarter corner of said Section 35 bears N00°18'19"W, 1070.38 feet.

Said easement containing 0.27 acres, more or less.

See attached exhibit "A"



Grantee, its successors and assigns, shall compensate Grantor for all actual damage to Grantor's personal property, growing crops livestock, or existing structures caused by the actions or omissions of Grantee or Grantee's employees, contractors, or agents in the course of construction, maintenance, operation or repair of the communications facilities or the exercise of any other rights herein set forth.

Grantee, its successors and assigns, shall indemnify and hold harmless Grantor, its officers, directors, employees stockholders, successors and assigns, from and against any and all losses, costs (including without limitation attorney's fees), damages, expenses, liability, claims, awards, demands, causes of action, and judgments for injury to, or death of, persons, and damage to or loss or destruction of, property caused by or resulting from the construction, maintenance, operation or repair of the communications facilities or the exercise of any other rights herein set forth by Grantee, its employees or agents, except injury or damage which occurs as a result of the negligence or willful misconduct of Grantor, its employees or agents or other Grantees.

Grantee, its successors and assigns, shall comply with all applicable statutes, ordinances, rules, regulations and orders in exercising the rights set forth herein.
Grantee shall have and hold the rights granted herein for so long as it uses and maintains the communications facilities on the lands described above, and the rights granted herein shall terminate upon Grantee's discontinuance of such use and maintenance for a period of one year.

Executed this 21st day of September, 19 94.

JD-RANCHES, INC.
EUREKA LIVESTOCK CO.

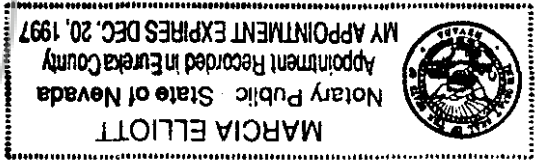
by: William Sturmy

Name: FILBERT F. Tehaverry

Title: Partner

STATE OF Nevada
COUNTY OF Eureka
() ss. ()

On this 21st day of September in the year 1994 before me, Marcia Elliott, a Notary Public in and for said state, personally appeared Robert Staherrey, a partner of the Eureka Sawstake Co. partnership, personally known to me to be the person who executed the above instrument on behalf of said partnership, and acknowledged to me that he executed the same for purposes stated therein.



Marcia Elliott
(Notary Signature)

STATE OF _____
() ss. ()
COUNTY OF _____

On this _____ day of _____ in the year _____, before me, _____, a Notary Public in and for said state, personally appeared _____, a partner of the _____ partnership, personally known to me to be the person who executed the above instrument on behalf of said partnership, and acknowledged to me that he executed the same for purposes stated therein.

(Notary Signature)

Recorded at Request of
NEVADA BELL
When Recorded Return to
Name [NEVADA BELL]
Right of Way, C154
Street P.O. Box 11010
Address 645 E Plumb Ln.
City & State Reno, NV 89520

No Documentary Transfer Tax Due
THIS BOX FOR RECORDER'S USE

EXHIBIT "A"

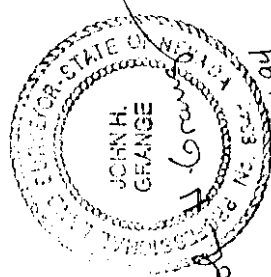
Exhibit Map of the Nevada Bell
Underground Cable Easement

Within the NE1/4 of the NW1/4
Section 35, T.25 N., R.51 E., M.D.M.
Eureka County, Nevada

Lands currently held by J.D. Ranch
Partnership
c/o Brodovsky & Brodovsky
2856 Arden Way #200
Sacramento, California 95825
APN 6-200-05



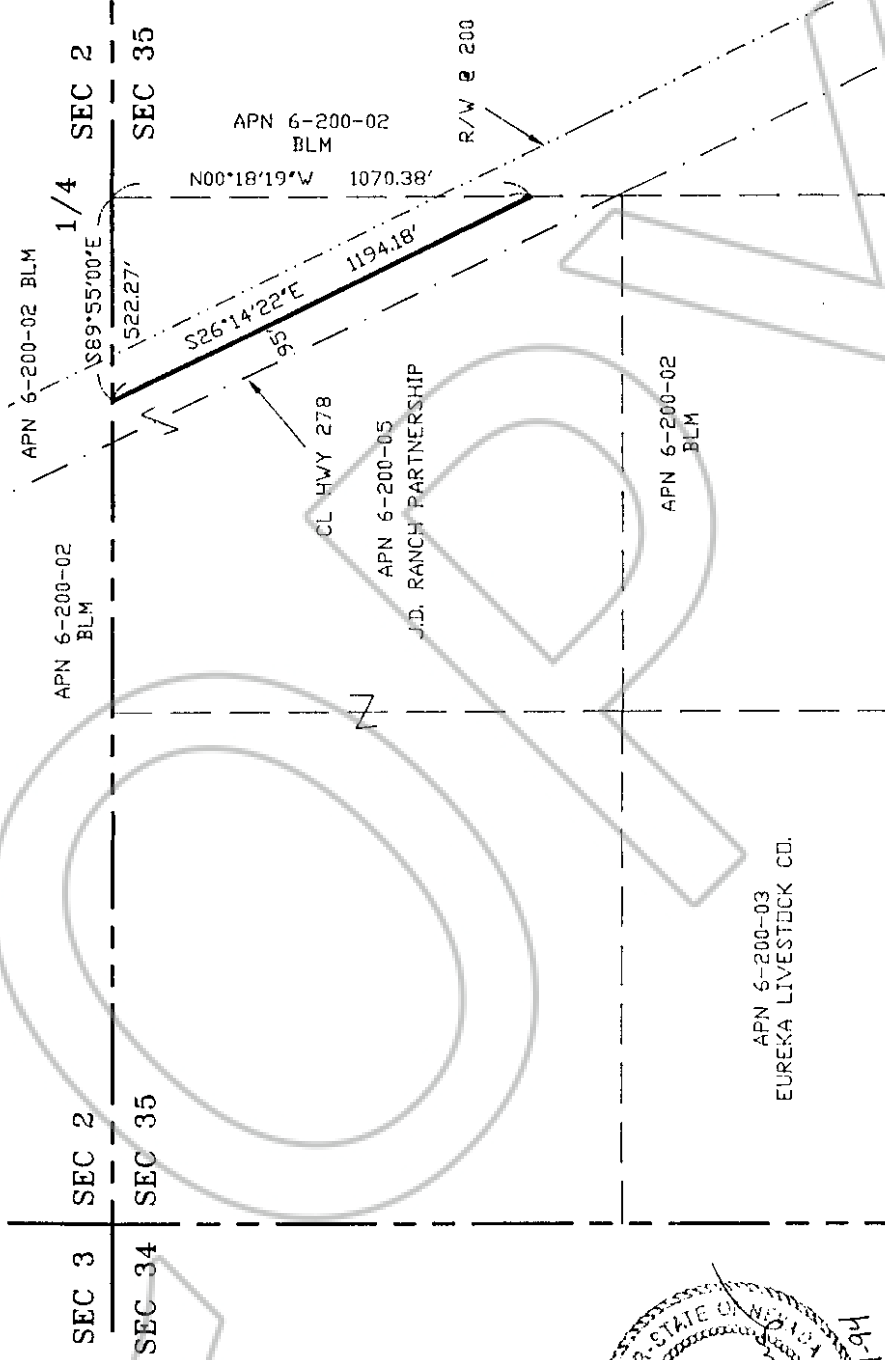
NOT TO SCALE



BASIS OF BEARING
The South line of Section 11,
T.32N., R.50E., M.D.M.
Being N89°57'E according
to B.L.M. plat accepted
May 2, 1922

LEGEND

CENTERLINE OF
EASEMENT



PREPARED FOR: NEVADA BELL	PREPARED BY: WESTEC 105 RALPH ROAD STREET ELKO, NEVADA 89601 (702) 758-1151
TITLE EASEMENT FOR CABLE ROUTE IN SEC 35, T25N, R51E, MDM	SCALE NOT TO SCALE DRAWING No. 94012-L26
REVISION 	

BOOK 277 PAGE 247
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Nevada Bell
94 OCT 12 PM 1:14

EUREKA COUNTY NEVADA
M.M. REBALCATT, RECORDER
FILE NO. 155467
BOOK 277 PAGE 250
FEES 10.00