

173128

APN# 01-193-03  
S24, T19N, R53E  
W.O.#8026W

GRANT OF EASEMENT  
FOR  
BLANKET COMMUNICATION DISTRIBUTION

THIS INDENTURE, made and entered into this 2/day of October, 1999,  
by and between GRANT CRUTCHLEY, (hereinafter referred to as "Grantor"), and  
NEVADA BELL, a Nevada corporation, (hereinafter referred to as "Grantee"),

WITNESSETH:

THE undersigned Grantor(s), hereby grant(s) to 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, other appurtenances, together with an easement therefore and the right of ingress thereto and egress therefrom, across, upon, in, and under, and through the following described property situate in the County of Eureka, State of Nevada:

All of Parcel C according to a Record of Survey Map, File No. 120758, as filed in the Office of the Eureka County Recorder, and a portion of Bullion St. Lying North of Block 48 of the Townsite of Eureka as described in that Deed to Grant Crutchley recorded in the Office of the County Recorder in Book 187, Page 304 as Document No. 123136.

Utility easements are hereby granted over, on, across and under the open area in the parcels for the installation and maintenance of utility facilities. Open area defined as being all that portion of the parcel excepting that portion under the structures. Said facilities are to be installed at locations mutually agreed upon by the Owner of Record at time of installation and Grantee.

Grantor also grants to Grantee the right to trim such tree foliage and to cut such limb roots on said property as may be necessary for the protection of said facilities.

Grantee shall not interfere or disturb any existing utility lines that currently exist on said parcel without prior approval from Grantor.

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 granted herein.

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Grantee shall indemnify and hold Grantor harmless from and against damage to any property(ies) arising out of the installation, maintenance and repair of Grantee's facilities in said easement, except where such damage is caused by the active negligence or willful misconduct of Grantor, or Grantor's agents or employees.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Executed this 21 day of October, 1999.

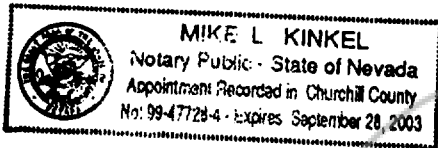
BY: Grant Crutchley  
GRANT CRUTCHLEY

STATE OF Nevada )

COUNTY OF Eureka )

This instrument was acknowledged before me on October 21, 1999 by  
Grant Crutchley

Mike L. Kinkel  
NOTARY PUBLIC



Recorded at Request of  
NEVADA BELL  
When Recorded Return to  
Name [ Mike L. Kinkel ]  
NEVADA BELL  
Street Right of Way, Room B226|  
Address P.O. Box 11010  
645 E. Plumb Ln.  
City & Reno, NV 89520 |  
State [ ] |

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

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Nevada Bell  
99 OCT 21 AM 8:15

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 8<sup>00</sup>

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