

176686

COMMUNICATIONS RIGHT OF WAY EASEMENT

REFER CHACK REQUEST

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the undersigned, Hallett E. Roberts and Pamela Lee Roberts, spouses, P.O. Box 66565, Scotts Valley, CA. 95066, herein called Grantor (whether one or more), hereby grants, sells, conveys and warrants to SIERRA PACIFIC COMMUNICATIONS, a Nevada corporation, whose mailing address is 1575 DeLucchi Lane, Suite 204, Reno, Nevada 89502, (hereinafter called "Grantee") its successors, assigns, licensees, and agents, an easement Ten (10) feet in width and right of way to survey, construct, install, operate, inspect, maintain, protect, repair, alter, replace, upgrade, remove and/or abandon, such underground communication systems, markers, underground splicing boxes and other appurtenances as Grantee may from time to time require for whatever purpose. Such underground communications systems, markers, underground splicing boxes and other appurtenances shall pass upon, over, under, across and through the following described land located in the County of Eureka, State of Nevada, to wit:

See Exhibit "A"

Grantee is hereby granted the rights of ingress and egress to and from said easement and right of way over and across the described land (or lands of Grantor adjacent thereto), together with the right to use temporary work space, as needed, for the purposes aforesaid.

Grantor shall have the right to use and enjoy the above described premises, except that Grantor shall not interfere with or impair or permit others to interfere with or impair, in any way, the exercise of the rights herein granted to Grantee. Grantor further covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement and right of way and no change will be made by grading or otherwise to the surface or subsurface of said easement and right of way.

All telecommunications conduit, innerduct, cable and appurtenances laid under this grant shall be buried to such depth as not to interfere with the ordinary cultivation of said land. Grantee agrees to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems, provided, however, that after the initial communication systems have been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, and crops on the communication systems easement and right of way in the clearing of such obstructions from said easement and right of way. When construction is completed, Grantee shall have restored the subject premises to the same, or better condition, than when construction began.

The rights grant herein may be assigned in whole or in part, and the terms and provisions of this agreement shall constitute covenants running with the land and shall be binding upon andure to the benefit of the parties hereto, their respective heirs, successors, assigns or personal representatives. Grantor hereby warrants that said Grantor is entitled to ecute this agreement and is the fee simple owner of the above described land.

The Grantee hein shall at all times protect and indemnify and save harmless the Grantor herein from any and all claims, demands, judgments, costs and expenses incurred by or on beh of any person or corporation whatsoever, in any manner due to or arising out of injt or death of any person, or damage to property of any person or persons whomsoer, including the parties hereto and their employees, to the extent caused by t construction, maintenance, operation, repair, extension, existence, use or remal of said telecommunications system, or the failure to properly construct, operate, mitain, or remove the same.

Witness the executi hereof the 23 day of June, 2001.

GRANTOR(S):

Walter R. H. B.
Pamela Lee Roberts

STATE OF CALIFORNIA)
COUNTY OF Santa Cruz) ss

I THE UNDERSICED, NOTARY PUBLIC for the State of CALIFORNIA hereby certify that on this 23 day of JUNE, 2001 personally appeared before me, Pamela Lee Roberts known to be the individual(s) described in and who executed the within lument, acknowledged that they signed and sealed the same as their free and volury act and deed, for the uses and purposes herein mentioned.

Given under rhand and official seal this 23 day of JUNE, 2001



Notary Public of

Joseph T. Turowski

Commission Expires 3-19-05

EXHIBIT A

LIAL DESCRIPTION OF REAL PROPERTY

Property situated in Eureka County, State of Nevada, commonly legally described as follows:

TOWNSHIP 18 NORTH RANGE 54 EAST
Section 20: W $\frac{1}{2}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$; SE $\frac{1}{4}$, NW $\frac{1}{4}$; Lot 1

EASEMENT DESCRIPTION:

The communication easement hereby granted runs for the entire length of this parcel from North to South along the east side Highway 50. Said easement shall be ten (10) feet wide, and shall occupy the lands of Grantor within the Highway right-of-way, if Grantor is deemed the owner of such lands.

3,960 feet on Highway Eureka County, Nevada.

SPECIAL PROVISION

Grantee shall be responsible for any damage done to Grantor's property during construction.

Check Request

NAME: Hallie Roberts and Pamela Lee Roberts & FISH CREEK RANCH h.l.
ADDRESS: P.O. 166565
Scottsley, CA. 95066
TELEPHONE: 831-49812

Document Number: n/a

AMOUNT OF CHECK: Seven Thousand Nine Hundred Twenty Dollars and No Cents. (\$7920.00)
Two Dollars per linear (3960 feet).

Mail to: Dan Ives
HC 10 box 00 (KOA)
Ely, NV 89301

Agent: Dan Ives

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Sierra Pacific Commu-
01 JUN 27 PM 1:22
EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 10-00

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