

COMMUNICATIONS RIGHT OF WAY EASEMENT

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, Earl A. Rasmussen aka E&R, Inc., 2643 MacGregor Court, Modesto, CA 95350, 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 of Twenty 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 placed 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 damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems, provided, however, that after the initial communication system has been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, and brush 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 granted 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 and inure to the benefit of the parties hereto, their respective heirs, successors, assigns and personal representatives. Grantor hereby warrants that said Grantor is entitled to execute this agreement and is the fee simple owner of the above described land.

The Grantee herein 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 behalf of any person or corporation whatsoever, in any manner due to or arising out of injury or death of any person, or damage to property of any person or persons whomsoever, including the parties hereto and their employees, to the extent caused by the construction, maintenance, operation, repair, extension, existence, use or removal of said telecommunications system, or the failure to properly construct, operate, maintain, or remove the same.

Witness the execution hereof the 9th day of July, 2001.

GRANTOR(S):

Earl A. Rasmussen  
Earl A. Rasmussen, aka E&R Inc.

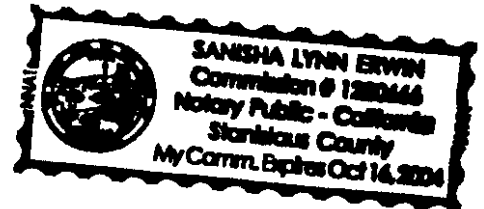
STATE OF CALIFORNIA     )  
  ) ss  
COUNTY OF                    )

I THE UNDERSIGNED, NOTARY PUBLIC for the State of California, hereby certify that on this 9th day of July, 2001 personally appeared before me, Earl A. Rasmussen, known to be the individual(s) described in and who executed the within instrument, acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under hand and official seal this 9th day of July, 2001.

Notary Public of Stanislaus Co. Calif.  
My Commission Expires 10-16-04

Sanisha Lynn Erwin  
Notary Public



**EXHIBIT A**

**LIAL DESCRIPTION OF REAL PROPERTY**

Property situated iureka County, State of Nevada , commonly legally described as follows.

Lots 15 and 16 Sectic9, T20N, R53E, Eureka County, NV, as described in Deed dated 6/2/75 and  
recod Book 51, Page 393 in the records of Eureka County, NV.

**EASEMENT DESCRITION:**

The communication easent hereby granted runs across the described parcel, approximately 2500  
feet (mol) along the Highway 50 ROW . Said easement shall be Twentyfive (25) feet wide, and shall  
occupy the lands of Gror if Grantor is deemed the owner of such lands.

**SPECIAL PROVISION**      **None.**

**Federal Tax I.D. Numbr Grantor:**

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Sierra Pacific Communications*  
01 JUL 11 AM 9:38  
EUREKA COUNTY NEVADA  
M.N. REDALEATI, RECORDER  
FILE NO.      FEES \$9.00  
**176705**

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