


177214

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, Jerry Anderson, 3D, Eureka, NV 89316, 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 Five feet in width and right of way to stay, 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, *NOT WITH STANDING ANYTHING TO THE CONTRARY, IT IS AGREED & UNDERSTOOD THAT GRANTOR MAY DO SOIL OR GRAVEL FOR ROAD BED,* 

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 systems have 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.

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

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

The East Four Hundred forty feet, Lot 16, a part of the S/2 Section 29, T20N, R53E, Eureka County, NV.

EASEMENT DESCRIPTION:

The communication easement hereby granted runs for the entire length of this parcel, 450 feet (mol) from East to West. Easement shall be twenty-five feet wide, and shall occupy the lands of Grantor if Grantor is then the owner of such lands. It is also understood that during the construction phase, easement will be forty feet in width, reduced to twenty-five upon completion of fiber optic construct.

SPECIAL PROVISION If the Nevada Department of Transportation ever abandons the highway right of way at its location, it is agreed that Sierra Pacific Communications will re-negotiate for the right to have all fiber optic in place along said right of way.

Federal Tax I.D. Number Grantor:

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 15th day of November, 2001.

GRANTOR(S):

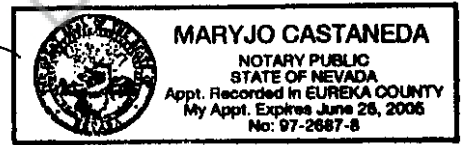
Jerry Lee Anderson

STATE OF NEVADA)
) ss
COUNTY OF EUREKA)

I, THE UNDERSIGNED, NOTARY PUBLIC for the State of Nevada, hereby certify that on this 15th day of November, 2001 personally appeared before me, Jerry Anderson, 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 my hand and official seal this 15th day of November, 2001.

Notary Public of Maryjo Castaneda
My Commission Expires 6-26-05



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OFFICIAL RECORDS
RECORDED AT THE DESK OF
Sierra Pacific Communications
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EUREKA COUNTY CLERK
M.H. REBALEATI, CLERK
FILE NO. 177214 EES/16⁰⁰

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