

State: Nevada  
County: Eureka  
Draft #: \_\_\_\_\_

BOOK 426 PAGE 64-67  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Land Services Inc*  
2005 NOV -4 PM 1:38

EUREKA COUNTY, NEVADA  
M.H. REBALEATI, RECORDER  
FILE NO. FEES 17.00

**201458**

**CORRECTED**  
**RIGHT OF WAY AND EASEMENT AGREEMENT**  
Nevada

**WHEREAS**, FISH CREEK RANCH, LLC, whose property resides in Eureka County, State of Nevada ("Grantor") granted unto SIERRA PACIFIC COMMUNICATIONS, ("Grantee") a Right of Way and Easement Agreement dated 8<sup>th</sup> day of December, 2000 and which is now recorded as Document No176359 in Eureka County Records, and is attached hereto and made a part hereof

**WHEREAS** said Agreement incorrectly, by scrivener's error, set out on Page One the following described lands of the "Grantor"

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 White Pine, State of Nevada, to wit:

**THEREFORE** for the benefit of both "Grantor" and "Grantee" the description of lands affected by said Agreement are herein corrected and amended as follows:

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:

All other terms, conditions and covenants of said Agreement remain the same.

**GRANTOR**  
Fish Creek Ranch, LLC

**GRANTEE**  
Sierra Pacific Communications

*Luther K. Wise*  
Print Name: LUTHER K. WISE  
Title: MANAGING MEMBER

1-22-03

*Richard J. Coyle, Jr.*  
Print Name: Richard J. Coyle, Jr.  
Title: President

176359

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, Fish Creek Ranch, L.L.C., 2961 Industrial Rd. #500, Las Vegas, Nevada 89109, 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 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 White Pine, State of Nevada, to wit:

See Exhibit A

Grantee is herein 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 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 8<sup>th</sup> day of DECEMBER, 2000.

Fish Creek Ranch, L.L.C.

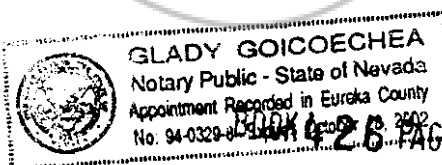
By: [Signature]

Title: MANAGING MEMBER

STATE OF Nevada )  
COUNTY OF Eureka ) ss

I THE UNDERSIGNED, NOTARY PUBLIC for Nevada, hereby certify that on this 8<sup>th</sup> day of December, 2000 personally appeared before me, Luther K. Wise known to be the individual(s) described in and who executed the within instrument, acknowledged that they (he)(she) signed and sealed the same as their (hers)(his) free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal this 8 day of December, 2000.



Notary Public of Gladys Goicoechea  
My Commission Expires 10/28/2002

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**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL PROPERTY**

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

**TOWNSHIP 19 NORTH, RANGE 50 EAST, MDB&M**

Section 16: W/2 of NE/4; E/2 of NW/4; SW/4 of NW/4; NW/4 of SW/4

Section 17: SE/4 of NE/4; NE/4 of SE/4

Document Number: 167524

**EASEMENT DESCRIPTION:**

The communication easement to be granted runs East to West along the southside of Highway 50, this being through the Grantor's property. Said easement shall be ten (10) feet wide and shall occupy the lands of the Grantor within the road right of way, if Grantor is deemed owner of said lands.

5,364 feet on Highway 50, Eureka County, Nevada.

**SPECIAL PROVISIONS**

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

**201458**

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**BOOK 340 PAGE 466**

BOOK 340 PAGE 464  
OFFICIAL RECORDS  
RECORDED AT THE OFFICE OF  
*Sierra Pacific Communications*  
01 MAR 12 AM 9:23  
EUREKA COUNTY, NEVADA  
MIN. REBALEATI, RECORDER  
FILE NO. FEES 9<sup>00</sup>

**176359**