

Coyote Springs Investments, LLC

**EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that, COYOTE SPRINGS INVESTMENTS, LLC whose address is 7755 Spanish Springs Road Sparks, NV 89436, hereinafter called Grantor, Grantor ~~will for and in consideration of~~ good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto Level 3 Communications, LLC its successors, assigns, lessees and agents, hereinafter called Grantee, a right of way and easement. The purpose of the easement is to construct, operate, maintain, inspect, alter, replace and remove such underground communications system ("System") as the Grantee may, from time to time, require, consisting of underground cables, wires fiber, conduits, manholes, drains, splicing boxes, surface location markers and other facilities and equipment for similar uses, upon, over, through, under and along a parcel of land twenty feet (20') in width ("Easement") crossing the real property described in Exhibit A attached hereto ("Legal Description of Real Property") and made a part hereof, together with:

- (A) Subject to valid existing rights, the right of ingress and egress over and across any ~~adjacent real property~~ existing access roads or trails owned or controlled by Grantor and the Easement for the purpose of exercising the rights granted herein provided that such ingress and egress does not interfere with Grantor's improvements or uses;
- (B) Subject to applicable laws and valid existing rights the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement, and during construction or maintenance periods, to use additional areas adjacent to the Easement for ingress, ~~and~~ egress, and construction.

Grantor represents and warrants to Grantee that Grantor is the sole lawful and owner and is in peaceful possession of the Property; the Property is free and clear of all liens and encumbrances other than NDOT, Lincoln Telephone, and the BLM which will not unreasonably impact the Grantees ability to use the ROW easement. Grantor has good and marketable title to convey the Easement granted herein; the Easement is wholly within the Property; and the Easement is free of any grants, claims, or encumbrances which would unreasonably conflict with Grantee's intended ~~unrestricted~~ use thereof, as contemplated by this agreement.

Grantor shall have the right to use and enjoy the surface of the Easement except when such use interferes with the rights and privileges conveyed herein to Grantee. Grantor agrees not to erect or construct any building or structure, or plant trees within the Easement. Grantee hereby agrees that Grantee shall landscape the surface of the Easement in a manner reasonably compatible with the adjacent property within ninety (90) days of completion of construction.

Grantee agrees to fully compensate Grantor for any damage or injury done to livestock, growing crops, improvements, structures, parking areas, landscaping and other appurtenances and/or other improvements in the course of construction and maintenance associated with the aforesaid System except if caused by the negligent or willful act or omissions of Grantor, its heirs, assigns, agents, employees or contractors. Grantee agrees that any areas adjacent to the Easement that are altered or damaged as a result of construction or maintenance by Grantee, but which are lying outside the Easement shall be restored to their prior condition when said construction or maintenance is completed.

Grantee agrees to release, indemnify, defend and hold harmless Grantor against any and all claims, demands and causes of action arising in favor of any person, corporation or governmental entity, because of personal injury including death, or damages to property, including the System, resulting from any act or omission of Grantee its employees, contractors, subcontractors, or agents in the course of construction and maintenance of the System or use of the Easement.

Grantor agrees that should the System be abandoned in total, or not used in part for a period of two (2) years, the Easement shall automatically cease and terminate and Grantee shall, if requested by the undersigned, release the same of record.

Grantee shall comply with all applicable Federal State and local laws, rules, regulations and ordinances in the exercise of its rights and obligations hereunder. Further Grantee shall, at Grantee's sole cost and

Coyote Springs Investments, LLC

Grantee shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances in the exercise of its rights and obligations hereunder. Further, Grantee shall at Grantee's sole cost and expense obtain all necessary licenses, permits or other authorizations required by applicable law to any and all holders of prior existing rights within the Easement and adjacent lands.

Except for claims arising from or associated with the exercise of prior existing rights by the holders thereof or their respective successors and assignees, Grantor hereby agrees to warrant and forever defend title to the Easement against the claims of any and all persons claiming by, through or under Grantor, and that Grantor has full right and authority to enter into and deliver unto Grantee this right of way and easement.

The covenants, terms, conditions and provisions therein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed this 28 day of July, 1999.

By: (GRANTOR)


Gary S. Derka  
General Manager, CSI.

By: (GRANTOR)

\_\_\_\_\_

STATE OF Nevada ACKNOWLEDGMENT  
COUNTY OF Washoe

BEFORE ME, the undersigned authority, on this 28<sup>th</sup> day of July, 1999, personally appeared Gary S. Derka - General Manager, CSI known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed and for the purposes and consideration therein expressed.

 BROCKE A. PETERSON  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No. 93-2199-2 - EXPIRES SEPT. 1, 2000

9/1/00  
Notary Public  
Commission Expires

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 1999, personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed and for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

Coyote Springs Investments, LLC

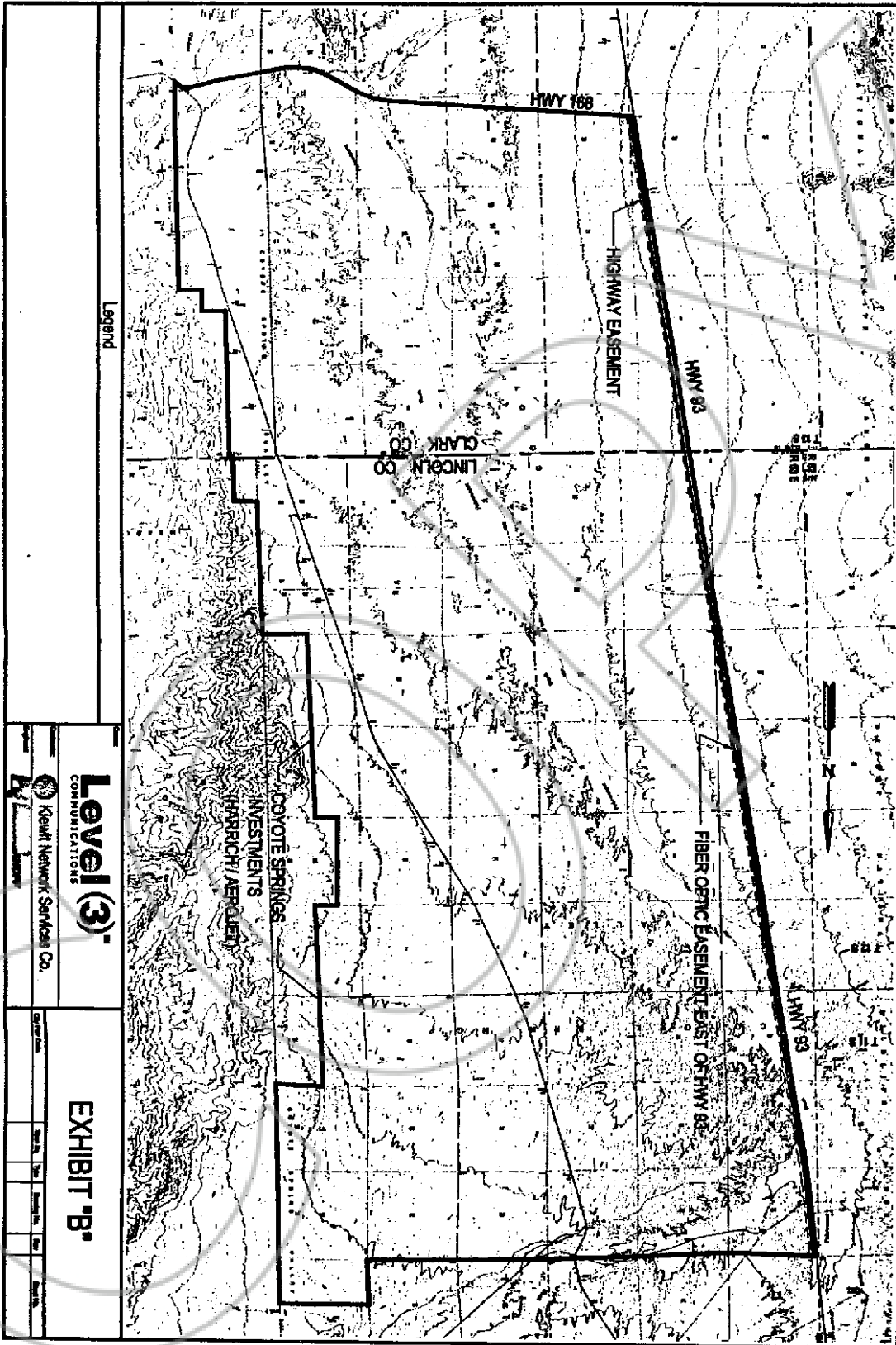
**EXHIBIT A**

**Legal Description Of Real Property**

Property situated in the Counties of Lincoln and Clark, State of Nevada, commonly known as Coyotes Spring Valley and legally described as follows:

**Sections 19, 30, & 31, T11S-R63E, and Sections 6, 7, 18, 19,  
29, 30, & 32, T12S-R63E and Sections 5, 8, 17, & 20 T13S-R63E MDBM,**

The right of way herein conveyed for the construction, maintenance, use and operation of a communications conduit and cable is described as a continuous strip of land twenty (20) feet in width running northerly and parallel to highway US-93. Beginning in Section 21 T13S-R63E, MDBM and running northerly 13 miles, more or less, and crossing Sections 20, & 17, 8, 5, T13S-R63E, and Sections 32, 30, 29, 19, 18, 7, & 6, T12S-R63E and Sections 31, 30, 19, T11S-R63E MDBM. The centerline of which runs generally parallel to and offset to the east between one hundred fifty (150 ft.) and two hundred feet (200 ft) perpendicularly distant from said highway centerline. The strip crosses the entire parcel owned or leased by Coyote Springs Investments and is inside the U.S. 93 Highway Right-of-Way. (Please reference EXHIBIT B)



Legend

**Level (3)**  
COMMUNICATIONS

Kewell Network Services Co.

**EXHIBIT 'B'**

DATE	BY	REVISION	DATE

NOV 14 7 1980

COPY

NO. **114253**

FILED AND RECORDED AT REQUEST OF  
**Level 3 Communications**  
March 21, 2000

AT 18 MINUTES PAST 10 O'CLOCK  
AM IN BOOK 147 OF OFFICIAL  
RECORDS PAGE 177 LINCOLN

COUNTY, NEVADA.

**Leslie Boucher**

COUNTY RECORD  
By *Dereasa Lewis* Deputy