

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that, *Frank and Chloe Simkins* whose address is : *P.O. Box 449 Panaca, NV 89042*, hereinafter called Grantor, for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, does grant unto Level 3 Communications, LLC, its successors, assignees, lessees and agents, hereinafter called Grantee, a right of way and easement 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, 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 ten feet (10') in width ("Easement") crossing the real property described in Exhibit A attached hereto ("Property") attached hereto and, by reference both made a part hereof, together with:

- (A) the right of ingress and egress over and across any adjacent real property 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) 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.

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; 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 conflict with Grantee's 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

EXHIBIT A

Property Description

Section 17, T2S, R68E, M. D B & M.  
Lincoln, County, NV

Property know as parcel 012200-21

Easement is 10 feet wide and runs parallel to the Lincoln County Flood Control Dike.

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, or not used 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.

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 \_\_\_\_ day of \_\_\_\_\_, 2000.

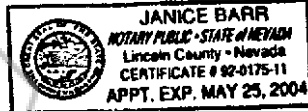
By: Frank W. Simkins, Chloe W. Simkins  
Landowner

**ACKNOWLEDGMENT**

STATE OF Nevada

COUNTY OF Lincoln

BEFORE ME, the undersigned authority, on this 1st day of August, 2000, personally appeared Frank W. Simkins, Chloe W. Simkins 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.



Janice Barr  
Notary Public  
05-25-04  
Commission Expires

By: Frank W. Simkins, Chloé W. Simkins  
Landowner

**ACKNOWLEDGMENT**

STATE OF Nevada

COUNTY OF Lincoln

BEFORE ME, the undersigned authority, on this 1st day of August, 2000, personally appeared Frank W. Simkins, Chloé W. Simkins 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.

Janice Barr  
Notary Public  
05-25-04  
Commission Expires



NO. 115087

FILED AND RECORDED AT REQUEST OF  
**LEVEL 3 COMMUNICATIONS**  
AUGUST 31, 2000

AT 50 MINUTES PAST 12 O'CLOCK  
PM IN BOOK 150 OF ORIGINAL  
RECORDS PAGE 250 LINCOLN

COUNTY, NEVADA  
Janice Barr  
COUNTY RECORDER

BOOK 150 PAGE 253