

**Official Record**

Recording requested By  
LINCOLN COUNTY TELEPHONE SYSTEM

**Lincoln County - NV**  
**Leslie Boucher - Recorder**

Fee: \$45.00 Page 1 of 7  
RPTT: Recorded By: AE  
Book- 274 Page- 0599

ASSESSOR PARCEL NUMBERS

003-230-01  
013-110-06



Recorded at the Request of  
Lincoln County Telephone System  
PO Box 150  
Pioche, NV 89043

When Recorded, Return to:  
Tuffy Ranch Properties, LLC  
Attn: Legal Department  
4021 Port Chicago Highway  
Concord, CA 94520

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**EASEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Tuffy Ranch Properties, LLC, a Nevada limited liability company ("Grantor"), does hereby give and grant to Lincoln County Telephone System, Inc., a corporation organized and existing under the laws of the State of Nevada ("Grantee"), a non-exclusive perpetual easement, for the installation, maintenance and operation of UNDERGROUND communication lines and facilities, under the real property situated in Lincoln County, State of Nevada, which is specifically described on EXHIBIT "A" attached hereto and incorporated herein by reference. In addition, attached hereto and incorporated herein by reference as EXHIBIT "B" is a vicinity map showing such area as well.



Together with rights of ingress to and egress from said described real property at all reasonable times for the installation, maintenance, operation, repair and replacement of said lines and facilities; the right to cut, control and remove trees, brush and other obstructions on or adjacent to the easement area which may interfere with the said use of the same, provided Grantee obtains any and all required and necessary permits, approvals, consents or other authorizations; the rights to parallel and expand the underground capacity of such lines and facilities within the granted easement area only; and the right to utilize such additional width adjacent to the easement area as may be directly and reasonably necessary, on a temporary basis, for the installation and maintenance of such lines and facilities without interfering with Grantor's (or Grantor's guests, invitees, or tenants) activities or use of such property.

In the event that Grantor desires to change the current use of the property and decides to:

- install a pivot for agricultural use,
- start a ranching operation,
- start an agricultural use using flood-irrigation,
- start a residential, commercial or industrial property development,
- build a residence,
- build barn(s) or corral(s),
- or change, plan, or build anything on the property which changes the use of the property in any way,

which means the easement area and all lines and facilities granted in this easement should be altered, installed at a deeper depth, or moved to an alternate location vertically and/or horizontally, then, Grantee Lincoln County Telephone System, Inc., shall, at its sole cost and expense, move the easement and all improvements within the easement area, to the new location designated by Grantor. At all times during the term of this grant of easement, Grantee shall cause any easement area subject to this grant of easement to be maintained in good condition and repair and shall fill all trenches or any hole, or make any repair that resulted from any matter related to this grant of easement.

Grantee shall indemnify, defend and hold harmless the Grantor, its agents and employees, of and from any and all claims, demands, costs, damages, losses, actions, or judgments which Grantor may pay or be required to pay by reason of any damage including injury or death to any person, firm or corporation, including but not limited to Grantee's employees and contractors, as a result of the

exercise by Grantee of the right herein granted to them. Grantee's obligations under this paragraph shall survive the expiration of this Easement.

By the acceptance of this easement, evidenced by the recording of the same, Grantee agrees that in installing, maintaining, operating, repairing or replacing the said underground lines and facilities on the above-described real property, it will, at its expense, restore the surface of the said land as reasonably practicable.

DATED this 4<sup>th</sup> day of October, 2012.

Tuffy Ranch Properties, LLC  
a Nevada limited liability company

By:   
Albert D. Seeno, Jr., Manager

(Notary Page attached)

STATE OF NEVADA       )  
                                      )ss.  
COUNTY OF CLARK    )

This instrument was acknowledged before me on \_\_\_\_\_,  
2012, by Albert D. Seeno, Jr., as Manager of Tuffy Ranch Properties, LLC, a  
Nevada limited liability company.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

*\* Please see attached.*

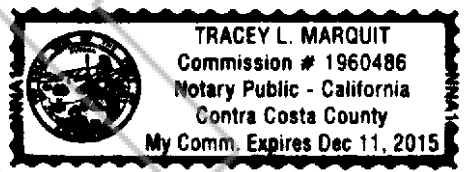
**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF CONTRA COSTA )

On October 4, 2012, before me, TRACEY L. MARQUIT, a Notary Public, personally appeared **ALBERT D. SEENO, JR.**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Tracey L. Marquit  
TRACEY L. MARQUIT

*(Place Notary Seal Above)*

\*\*\*\*\* OPTIONAL \*\*\*\*\*

Title or Type of Document: Easement

Signer(s) are Representing: Tuffy Ranch Properties, LLC



### EXHIBIT "A" Legal Description

An underground non-exclusive easement, ten (10) feet in width, being five feet on each side of the following described centerline, located in section 5, Township 4 South, Range 67 East M.D.B. & M., and sections 29 and 32, Township 3 South, Range 67 East M.D.B. & M. Commencing at a point, said point being the north quarter corner of section 5, Township 4 South, Range 67 East, M.D.B. & M., thence S 00°07'56" W 1844.68 feet, to the true point of beginning of an easement; thence N 08°32'44" E 859.67 feet, thence S 89°08'01" W 527.74 feet, thence N 9°53'37"W 84.35 feet, thence N 23°43'9"W 92.50 feet, thence N 8°13'56"W 173.22 feet, thence N 4°52'56"E 176.77 feet, thence N 20°43'59" E 220.24 feet, thence N 28°d44'48" E 825.54 feet, thence N 25°d50'16" E 71.14 feet, thence N 2°17'31"E 103.35 feet, thence N 12°35'59"W 720.40 feet, thence N 3°25'59"W 172.69 feet, thence N 9°14'11"E 334.81 feet, thence N 21°26'23"E 175.30 feet, thence N 33°12'6"E 343.76 feet, thence N 26°13'6"E 182.63 feet, thence N 1°22'22"E 345.03 feet, thence N 17°31'5"W 254.29 feet, thence N 1°49'10"E 130.19 feet, thence N 10°57'43"E 598.08 feet, thence N 0°57'0"W 124.77 feet, thence N 6°d52'25"W 828.97 feet, thence N 15°19'39"W 336.23 feet, thence N 10°23'1"E 149.09 feet, thence N 39°42'20"E 126.18 feet, thence N 57°32'52"E 161.66 feet, thence N 76°13'42"E 112.79 feet, thence N 77°46'47"E 103.82 feet, thence N 19°d20'51"E 130.69 feet, thence N 4°26'40"W 533.41 feet, thence N 4°58'25"E 143.05 feet, thence N 34°40'39"E 203.44 feet, thence N 45°24'1"E 220.62 feet, thence N 67°4'57"E 175.04 feet, thence S 85°22'5"E 153.46 feet, thence S 79°9'27"E 252.54 feet, thence S 72°d48'56"E 291.96 feet, thence S 75°42'2"E 0.82 feet to the point of termination.



EXHIBIT "B"  
Vicinity Map  
See attached

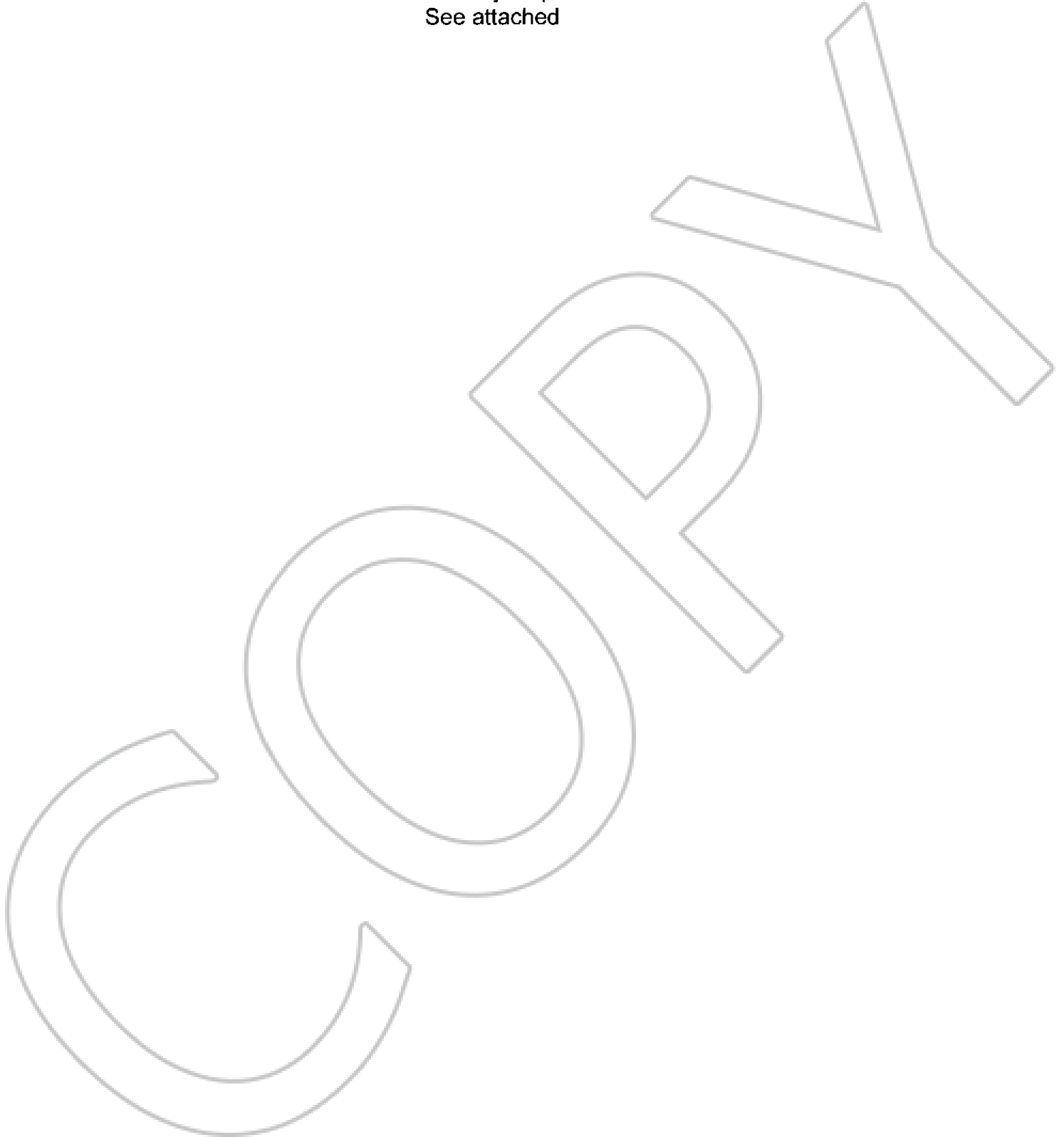
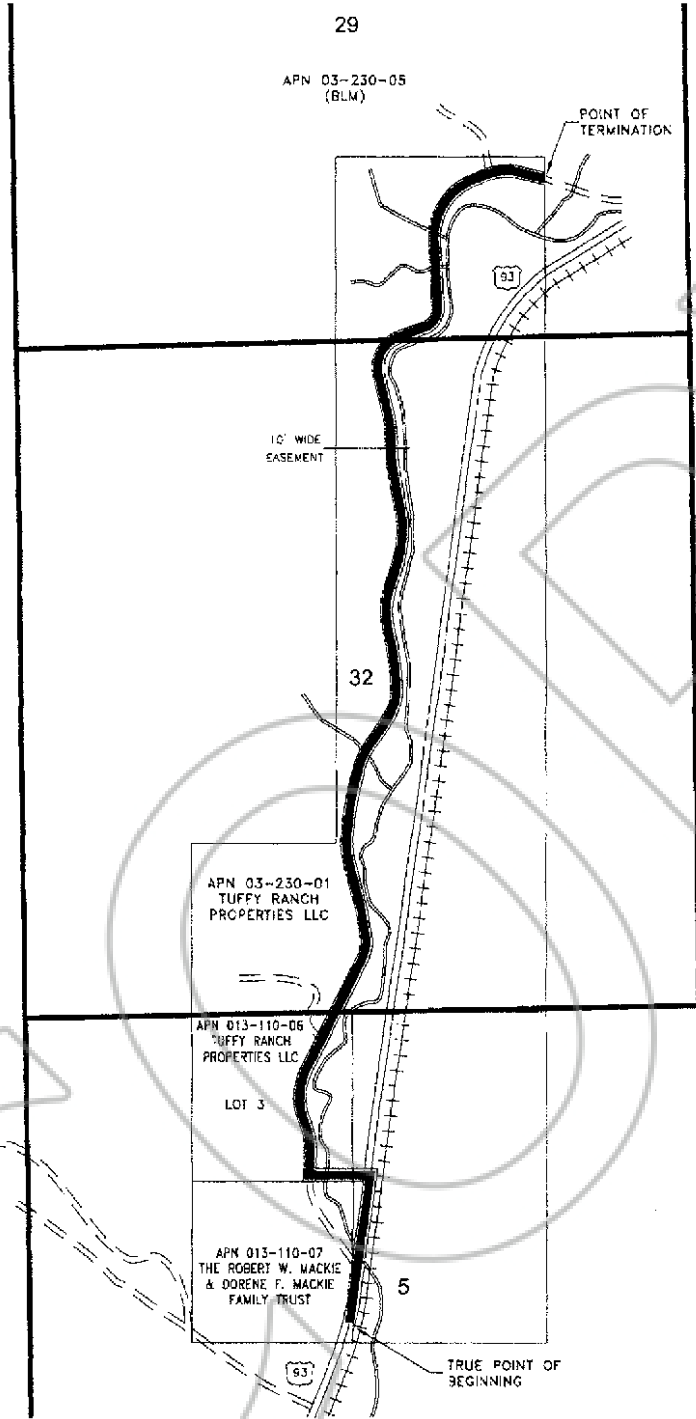
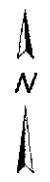




EXHIBIT "B"  
VICINITY MAP  
TELECOMMUNICATIONS FACILITIES UNDERGROUND  
NON-EXCLUSIVE EASEMENT



LINCOLN COUNTY TELEPHONE  
SYSTEM, INC.  
PANACA TO CALIENTE J.O.# 858-402  
SEC.29/32, T.3S., R.67E.  
SEC.5, T.4S., R.67E.  
GRANTOR: TUFFY RANCH PROPERTIES, LLC.