

Official Record

Recording requested By
LINCOLN COUNTY TELEPHONE SYSTEM

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$46.00 Page 1 of 8

RPTT: Recorded By: LB

Book- 296 Page- 0568

ASSESSOR PARCEL NUMBERS

012-170-21



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

When Recorded, Return to:
NEVADA RANCHES LLC
Attn: Legal Department
3100 SR 168, PO Box 37010
Coyote Springs, NV 89037

NON-EXCLUSIVE UNDERGROUND EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, NEVADA RANCHES 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 plat depicting the easement area granted herein.

2015-05-11 NV_Ranches_Easement_to_LCTS_Panaca_012-170-21_



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.

In the event that this Easement is abandoned, or not used for five (5) years, then this Easement shall automatically terminate and revert to Grantor at no cost or expense whatsoever, and Grantee shall execute and deliver any necessary documentation to evidence any such termination or abandonment.

(34)

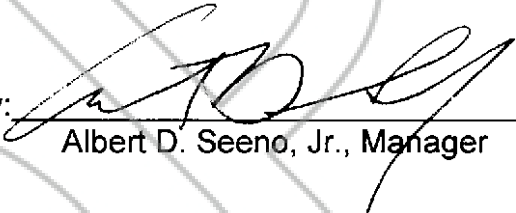


Grantee shall indemnify, defend and hold harmless the Grantor, its agents and employees, of and from any and all claims, demands, costs, damages, losses, actions, or judgments which Grantor may pay or be required to pay by reason of any damage including injury or death to any person, firm or corporation, 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 11th day of May, 2015.

NEVADA RANCHES, LLC
a Nevada limited liability company

By: 
Albert D. Seeno, Jr., Manager

(California Notary Page attached)

[LINCOLN COUNTY TELEPHONE SYSTEM ACCEPTANCE ON NEXT PAGE]



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

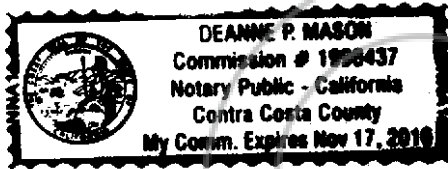
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of CONTRA COSTA)
On MAY 11, 2015 before me, DEANNE P. MASON
Date Here Insert Name and Title of the Officer
personally appeared ALBERT D. SEENO, JR.
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.



Signature Deanne P. Mason
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: NON-EXCLUSIVE UNDERGROUND EASEMENT Document Date: MAY 2015
Number of Pages: 4+Exhibits Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:



THIS EASEMENT AND ALL OF THE TERMS AND CONDITIONS AND OBLIGATIONS IS HEREBY ACCEPTED AND AGREED TO BY THE GRANTEE LINCOLN COUNTY TELEPHONE SYSTEM, INC.

LINCOLN COUNTY TELEPHONE SYSTEM, INC.
A Nevada corporation

By: _____
John Christian, President

STATE OF NEVADA)
)ss.
COUNTY OF LINCOLN)

This instrument was acknowledged before me on June 30, 2015, by John Christian, President of Lincoln County Telephone System, Inc., a Nevada corporation.

Lynn Lloyd
Notary Public
My commission expires: 10-15-15

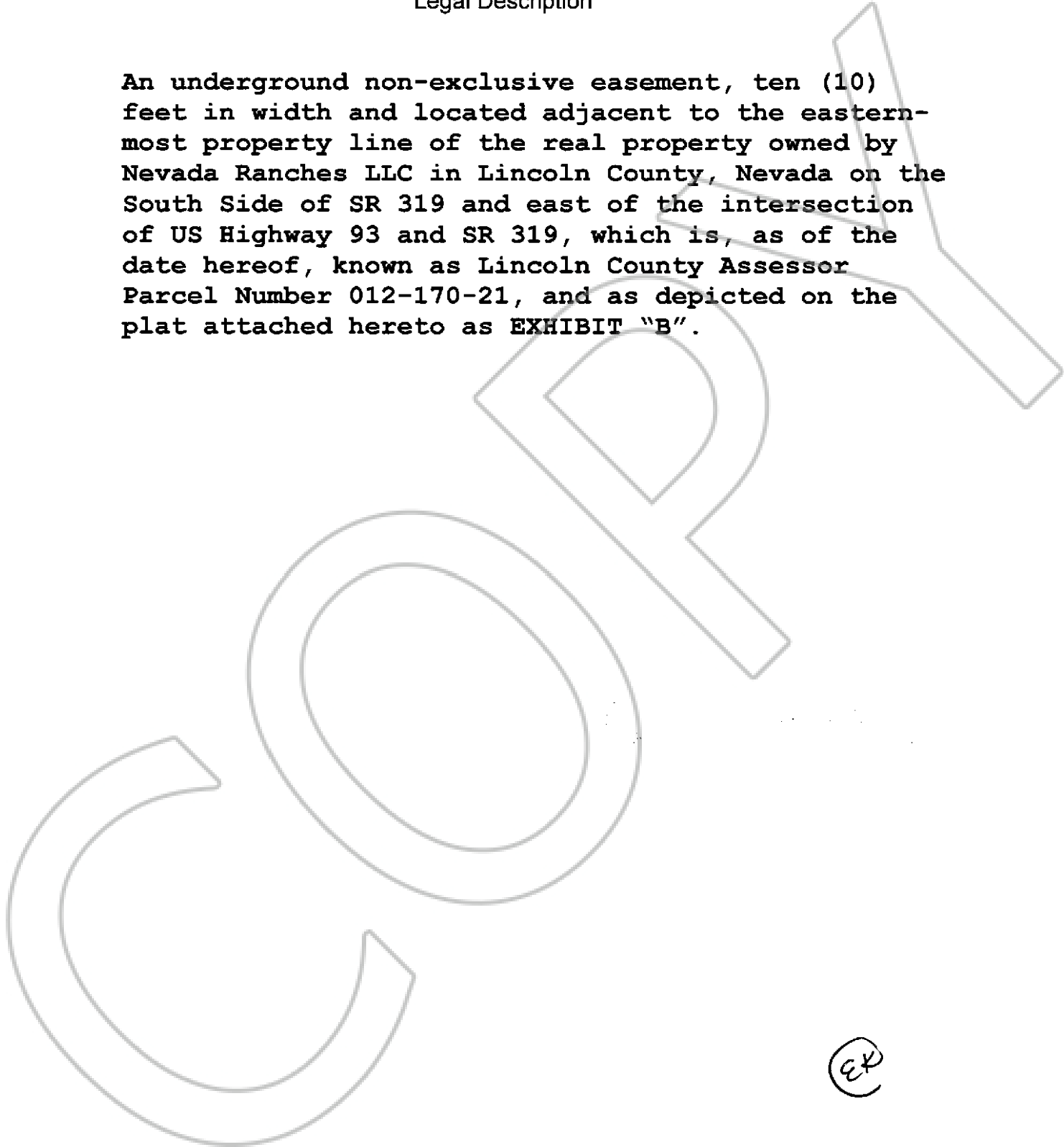


ER



EXHIBIT "A"
Legal Description

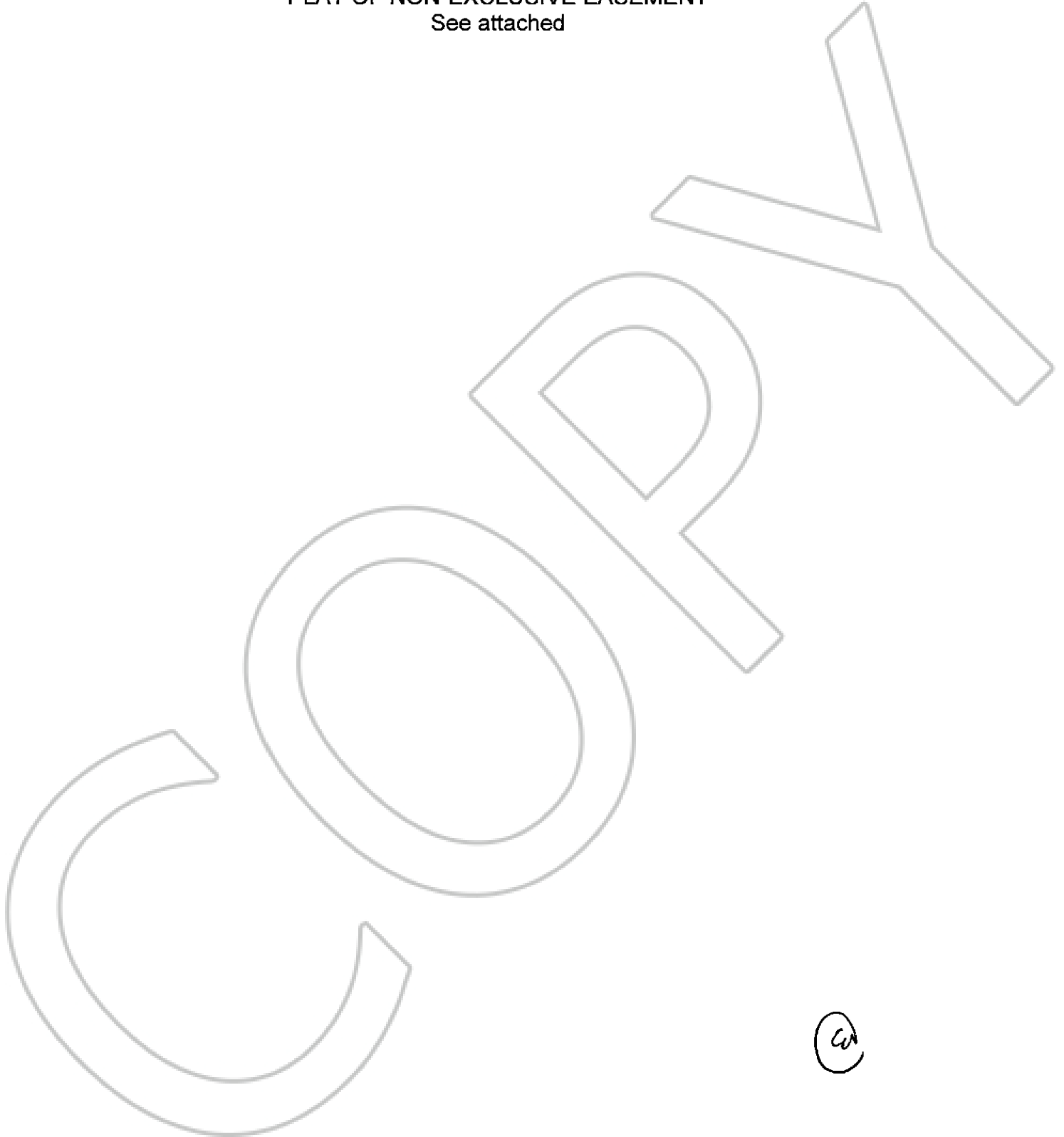
An underground non-exclusive easement, ten (10) feet in width and located adjacent to the eastern-most property line of the real property owned by Nevada Ranches LLC in Lincoln County, Nevada on the South Side of SR 319 and east of the intersection of US Highway 93 and SR 319, which is, as of the date hereof, known as Lincoln County Assessor Parcel Number 012-170-21, and as depicted on the plat attached hereto as EXHIBIT "B".



EX



EXHIBIT "B"
PLAT OF NON-EXCLUSIVE EASEMENT
See attached



CA



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