

**CABLE TELEVISION EASEMENT AGREEMENT
AND EASEMENT**

1
2 This Agreement is made and effective this 15th day of
3 March, 1994 by and between BARRY E. JONES of 2473 Nye Drive,
4 Minden, Nevada 89423 (hereinafter Grantor) and COLUMBIA CABLE OF
5 NEVADA of 1338 Centerville Road, Centerville Road, Gardnerville,
6 Nevada 89410 (hereinafter Grantee), who hereby agree to the
7 grant of an easement to Grantee upon the following terms and
8 conditions:

9 1. Grantor hereby agrees to grant and convey, for an
10 indefinite period, to Grantee, from the effective date of this
11 easement henceforward, an easement for the installation, repair,
12 maintenance, alteration, and/or operation of cable television
13 equipment, including, without limitation, cable, vaults,
14 pedestals, and related equipment in, into, upon, over, across
15 and under a strip of land not to exceed fifty (50) feet in width
16 along the westernmost lot line of Grantor's property for the
17 entire distance thereof (470 feet); said property known as 2473
18 Nye Drive, Minden, Nevada 89423, also known as Assessor's Parcel
19 Number 21-260-22.

20 2. Grantee, for Grantee, its heirs and assigns,
21 covenants with Grantor and his heirs and assigns, that Grantee,
22 from time to time, and all times after the effective date of
23 this easement, at Grantee's own cost and expense, will repair
24 and maintain, in a proper, substantial, and workmanlike manner,
25 the above described cable t.v. equipment. Should Grantee in the
26 future replace the entire cable now in place on Grantor's
27 property, the entire new cable shall be placed within 15 feet of

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Grantor's westernmost property line for the entire distance of 470 feet.

3. Grantor grants to Grantee the right to mark the location of the cable of Grantee by suitable marker set in the ground; provided however that such marker shall not be placed in any location that will interfere with any reasonable use of the Grantor of the land burdened by this easement; and

4. It is expressly understood and agreed that Grantee shall have the right of ingress to and egress from the property described herein belonging to Grantor for the purpose of maintaining, repairing and keeping the cable television equipment installed within Grantor's property boundaries in useable condition at all reasonable times; and

5. Grantee shall also have the right from time to time to cut or trim down and clear away any and all trees or brush now or hereafter on the above-described strip of land of Grantor which in anywise interferes with the use, operation, or maintenance of the cable television equipment installed on Grantor's property by Grantee, and Grantee shall have the further right from time to time to reasonably inspect its equipment located on the Grantor's property for the purposes of maintenance, alteration, repair or construction.

6. Grantee shall repair, in its discretion, any damage it may do to Grantor's property, roads or lanes, and Grantee shall repair any damage it may do to any vegetation of Grantor that is destroyed or removed for interference with Grantee's equipment located on the above-described real property

1 with replacement vegetation emplaced in a manner and location
2 which will not interfere with Grantee's equipment within the
3 Grantor's property boundaries. Grantee shall indemnify and hold
4 Grantor harmless from and against any and all loss or damage
5 that Grantee or Grantee's employees, agents, or subcontractors
6 shall cause in the use of Grantor's property by Grantee for the
7 purposes herein described.

8 7. This easement shall terminate only upon the
9 condition that Grantee shall no longer utilize the property of
10 Grantor for the provision of cable television signals to its
11 customers utilizing the cable equipment installed, or to be
12 installed, within Grantor's property boundaries.

13 8. This grant of easement shall run with the land
14 and shall be binding on and shall inure to the benefit of the
15 parties to this agreement, their respective heirs, successors or
16 assigns.

17 9. Any notice provided for or concerning this
18 easement shall be in writing and deemed sufficiently given when
19 sent by certified or registered mail if sent to the respective
20 address of each party as set forth at the beginning of this
21 agreement.

22 10. It is agreed that this easement shall be governed
23 by, construed and enforced in accordance with the state of
24 Nevada.

25 11. This agreement shall constitute the entire
26 agreement between the parties, and any prior understanding or
27 representation of any kind preceding the date of this agreement
28

1 shall not be binding upon either party except to the extent
2 incorporated in this agreement, and in any other agreement
3 between the parties executed of even date with this easement.

4 IN WITNESS WHEREOF, the parties hereto have set their
5 hands this 15 day of March, 1994.

6 Grantor

6 Grantee

7
8 Barry E Jones
9 BARRY E JONES

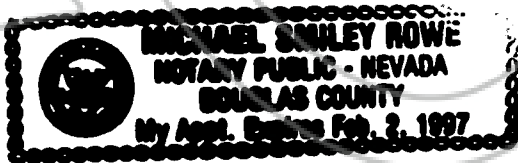
7
8 Dick Fairbanks
9 COLUMBIA CABLE OF NEVADA
10 BY: DICK FAIRBANKS
11 GENERAL MANAGER

12
13
14 A C K N O W L E D G E M E N T

15 STATE OF NEVADA)
16) ss.
17 COUNTY OF DOUGLAS)

17 This instrument was acknowledged before me on March,

18 15th 1994 by BARRY E. JONES.



20 Michael Smiley Rowe
21 NOTARIAL OFFICER

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23
24 / / /
25 / / /
26 / / /

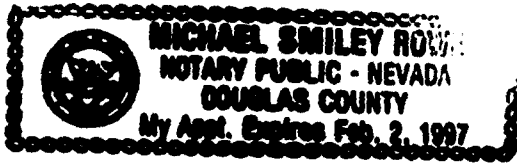
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A C K N O W L E D G E M E N T

1 STATE OF NEVADA)
2) ss.
3 COUNTY OF DOUGLAS)

This instrument was acknowledged before me on March,

4 15th, 1994 by DICK FAIRBANKS.



Michael Smiley Rowe
NOTARIAL OFFICER

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REQUESTED BY
Michael Smiley Rowe
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DOUGLAS CO., NEVADA

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SUZANNE BEAUCREAU
RECORDER
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