

APN# 1419-03-000-001

Recording requested by and mail to:

AT&T Nevada

645 E. Plumb Ln., Rm. C259

P.O. Box 11010

Reno, NV 89520

Mail tax statement to:

N/A

S3, T14N, R19E

Job# 6401784

GRANT OF EASEMENT

DIXIE BUSCH, hereinafter referred to as Grantor(s), for good and valuable consideration, which is hereby acknowledged, does hereby grant(s) to NEVADA BELL TELEPHONE COMPANY d/b/a AT&T NEVADA, a Nevada corporation, Grantee, its successors and assigns, the right from time to time to construct, place, inspect, maintain, replace and remove communication facilities consisting of underground conduits, pipes, manholes, service boxes, wires, cables, other electrical conductors, aboveground markers, risers, pedestals, terminal equipment cabinets, and other appurtenances, together with an easement therefore and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Douglas, State of Nevada:

A parcel of land located in the Northwest ¼ of the Northwest ¼ of Section 3, Township 14 North, Range 19 East, M.D.B. & M., in Douglas County, Nevada, described as follows:

BEGINNING at a point on the North boundary of the Northwest ¼ of said Section 3, from which the Northwest corner of Section 3, Township 14 North, Range 19 East, bears South 89°37'39" West 433.39 feet;

Thence South 787.68 feet to the Northerly right-of-way of Old Highway 50;

Thence along the right-of-way line South 58°04'00" East, 357.92 feet;

Thence on a curve to the left with a radius of 460.00 feet, through an angle of 51°49' for a length of 416.01 feet;

Thence North 70°07'00" East 50.00 feet;

Thence on a curve to the right with a radius of 540.00 feet, through an angle of 14°22'40" for a length of 135.51 feet;

Thence North 1°22'54" East 978.65 feet;

Thence South 89°37'39" West, 906.00 feet along the section line to the POINT OF BEGINNING:

Per NRS 111.312, this legal description was previously recorded as document number 615071, recorded in Book 604, Page 1529 on June 3, 2004.



With respect to all underground communication facilities as described herein, after installation of said underground communication facilities, the easement(s) and right(s)-of-way as herein granted will be deemed to be a strip of land ten (10) feet in width, being five (5) feet on either side of the centerline of said underground utility facilities as installed on the above-described premises.

With respect to all surface mounted terminal equipment cabinets as described herein, after installation of the terminal equipment cabinets, said easement(s) and right(s)-of-way as herein granted will be deemed to encompass an area around said terminal equipment cabinets of three (3) feet extending in all directions from the perimeter of the terminal equipment cabinets as installed on the above-described premises.

It is the intent of this document to place said underground and surface communications facilities as close to the north property line of Grantor as physically possible. The location of said utility facilities to be mutually agreed upon by Grantor and Grantee.

Grantor(s) also grant(s) to Grantee the right to trim such tree foliage and to cut such limb roots on said property as may be necessary for the protection of said facilities.

Grantor(s) also grant(s) to the Grantee the right to receive commercial power service from the appropriate utility company serving the area, together with the right for such utility company to place its respective service facilities upon and within said easement.

Grantee shall be responsible for damage caused intentionally or by any negligent act or omission of Grantee, its agents or employees while exercising the rights granted herein.

Grantee(s) shall indemnify and hold Grantor(s) harmless from and against damage to any property(ies) arising out of the installation, maintenance and repair of Grantee(s) facilities in said easement, except where such damage is caused by the active negligence or willful misconduct of Grantor(s), or Grantor's agents or employees.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Executed this 2 day of October, 2007.

BY *Dixie Busch*
DIXIE BUSCH

STATE OF NEVADA
COUNTY OF DOUGLAS

This instrument was acknowledged before me on October 2nd by

DIXIE BUSCH.

Diana Callahan
Notary Public

