

118528

GRANT OF COMMUNICATION SYSTEMS EASEMENT

For valuable consideration, receipt hereof is hereby acknowledged, the undersigned hereby grant(s) to AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, its associated and allied companies, its and their respective successors, assigns, lessees and agents (hereinafter collectively called "grantees") an easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wave guides, wires, conduits, manholes, drains, splicing boxes and other facilities for similar uses together with surface testing terminals, markers and other appurtenances, upon, over and under a strip of land 16.5 feet wide across the land which the undersigned own(s) or in which the undersigned have (has) any interest, which land is described in the attached EXHIBIT "A" hereby made a part hereof, together with the following rights: of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep clear all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction periods to clear and use additional areas as required on each side of said strip; to install gates and stiles in any fences crossing said strip.

The undersigned hereby covenant(s): not to do or permit anything to interfere with the rights herein granted to grantees and without in any way limiting the generality of the foregoing, further not to erect or construct a building or structure or to permit a structure to be erected or constructed within the limits of said easement; and not to grant other easements on, under or over this easement without grantee's prior written approval.

The grantees agree that the said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damage done to fences and growing crops damaged in the course of the construction and maintenance activities associated with the aforesaid systems. The undersigned shall have the right to use and enjoy the land occupied by the said right of way and easement except when such use shall interfere with the rights herein granted to the grantees.

The covenants, terms, conditions, and provisions herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents of the parties hereto.

Executed this 11 day of May, 1988, at Elko, Nevada

L. G. Cadwell  
WITNESS

David C. Arnold  
\_\_\_\_\_  
\_\_\_\_\_

State of NEVADA )  
County of ELKO ) ss.

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of

May, 1988.  
DAVID C. ARNOLD



JOHN C. PITZER  
Notary Public-State of Nevada  
Elko County, Nevada  
Appointment Expires 11/5/91

John C. Pitzer  
Notary Public

commission expires: \_\_\_\_\_

EXHIBIT A

A strip of land 16½' wide within an original 20' wide easement granted to Bell Telephone Company in 1942. The easement for this grant to cross unpatented mining claims owned by Coral Resources. The point of beginning of the easement is located N 0°13' W 2.280 feet of the Southwest Corner of Section 4, T-32-N R-49-E, M.D.B. & M., then proceeding S 47°53'17" E 399.5 feet, then S 51°09' 02" E 1954.7 feet, then S 70°41'17" E 1,223.6 feet, then S 86°49'17" E 1722.4 feet, then S 78°14'02" E 2,406 feet, then N 87°42'13" E 1,109.8 feet, then S 71°06'09" E 1044.8 feet, then S 80°20' 54" E 1,715.1 feet to a point of end, which point is located 4,480± feet N 0°12' W of the Southeast corner of Section 10, T-32-N R-49-E, M.D.B. & M..

If at any time the grantor of this easement or its successors in interest determine that the ground upon which this easement is located is necessary for mining operations, said grantor or its successors in interest may, at their own expense, move the said easement and the lines and other improvements in connection therewith to a new location mutually agreeable to the parties hereto.

RECORDED AT THE REQUEST OF  
*Coates Field Service, Inc.*  
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COPY AS REQUESTED  
EUREKA COUNTY, NEVADA  
M.M. REBALL ATTORNEY  
FILE NO. 118528  
FEE \$ 6.00