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## QUITCLAIM DEED

A.T. & T. COMMUNICATIONS OF NEVADA, INC., a Nevada corporation. ("Grantor") hereby remises, releases and quitclaims to Nevada Bell, a Nevada corporation, its successors and assigns, ("Grantee") the real property described herein, together with all improvements thereon, situated in the County of Eureka, State of Nevada:

A piece or parcel of land, 0.689 acres more or less in size, and situated within Section 17, Township 32 North, Range 51 East, M.D.M., Eureka County, Nevada, and more particularly described as follows, to-wit:

Beginning at a point which bears South 10°01'08" East 1511.08 feet from the Northwest corner of said Section 17, thence South 88°57'15" East, 300.00 feet; thence South 1°02'45" West, 100.00 feet; thence North 88°57'15" West, 300.00 feet; thence North 1°02'45" East, 100.00 feet to the point of beginning.

The above parcel of land transfer is exempt from a Parcel Map and is for the express purpose of carrying out a Court Order (NRS 278.461 (2) (e)). This is for the divestiture between Nevada Bell and American Telephone and Telegraph Co.

Reference is made to Record of Survey, File Number

Excepting therefrom the right of Grantor, its successors and assigns, to have ingress to and egress from and to maintain, operate, inspect, repair, replace and remove such aerial and underground communication facilities (consisting of associated poles, crossarms, anchors, guys, wires, cables, conduits, manifoles, handholes and aboveground markers, pedestals, underground and aboveground repeaters, repeater housing, terminal equipment cabinets, other associated electrical conductors and necessary fixtures and appurtenances) which are located as of the date of this deed in, under and upon the real property described herein, provided however that Grantor, its successors and assigns, shall have no right, without prior written approval from Grantee, its successors and assigns, to place upon the real property described herein any structures additional to those which are located thereon as of the date of this deed, and provided further that the right reserved to Grantor hereunder shall in no way interfere with or impair Grantee's use of the real property described herein, together with all improvements thereon.

Grantee warrants and covenants that it shall not construct any facilities on the real property described herein that shall interfere in any way with Grantor's transmission of radio signals/reception from Grantor's existing facilities at the time of such construction.

Ingress and egress to Grantee's parcel shall be from the existing access road as mutually agreeable between the parties. Grantee agrees to participate in the maintenance of those portions of said access road jointly used by Grantor and Grantee. Furthermore, Grantee for and in consideration of the use of certain portions of said access road for Grantee's sole use for ingress and egress over Grantor's property, as said property is described in the Deed dated September 13, 1950, and recorded in Eureka County, Nevada on November 22, 1950, in Liber 24 of Deeds, page 105, hereby agrees to adjust/relocate said access road at Grantee's sole cost within 30 days of receipt of written notice from Grantor. Grantor agrees to provide Grantee with sultable replacement route(s) if such relocation/adjustments become necessary in Grantor's opinion to perform its business.

Grantor covenants to Grantee that it will, upon the reasonable request of Grantee, its successors and assigns, execute, acknowledge and deliver such further instruments as may be reasonably required to make effective and confirm this quitclaim and to aid and assist Grantee, its successors and assigns, in obtaining possession of the real property and in establishing its title to the real property as quitclaimed hereunder.

This deed is made pursuant to that certain Modification of Final Judgement entered into by the District Court for the District of Columbia in <u>United States vs. Hestern Electric Co., et al.</u>, Civil Action No. 82-0192; and the Plan of Reorganization approved by the District Court on August 5, 1983.

Dated 2-18-87

A.T. & T. COMMUNICATIONS OF NEVADA, INC.

BY:

DISTRICT MANAGER Title:

Acknowledgement <u>SEE ATTACHED</u> (Notarial stamp)

SS.

CORPORATE ACKNOWLEDGMENT

State of CALIFORNIA

County of ALAMEDA

OFFICIAL STAL JANICE M SULLIVAN

ALAMEDA COUNTY

My comm. expires NOV 15, 1988

On this the 18 day of EBBRUARY 1987, before me,

DANICE M. SKLLIVAN the undersigned Notary Public, personally appeared

PLUCIENKOWSKI GEORGE

💢 personally known to me proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as or on behalf of the corporation therein

named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal

Notary's Signature

QUITCLAIM DEED

RECORDED AT THE REQUEST OF BOOK PAGE 184 106

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OFFICIAL RECORDS
EUREKA CCUITY, NEVADA
M.N. REBALEALI, RECORDER FEE \$ 6.00 FILE NO. 121434

**APPROVED** AS TO FORM 2/17/87

Attorney