

After Recordation Return To:

126486

GRANT OF COMMUNICATIONS SYSTEM EASEMENT

THIS INDENTURE, made and entered into this 1st day of February, 1989, by and between ELKO LAND AND LIVESTOCK COMPANY, a Nevada corporation, (hereinafter referred to as "Grantor"), and AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, (hereinafter referred to as "Grantee"),

W I T N E S S E T H:

THAT THE GRANTOR, for and in consideration of the sum of Two Hundred Seventy Dollars (\$270.00) in hand paid by the Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents grant to Grantee, its associated and allied companies, its successors, assigns, lessees and agents, a non-exclusive easement and right of way sixteen and one-half (16.5) feet in width eight and one-quarter (8.25) feet each side of the center line as built to construct, operate, maintain, replace and remove such communications systems as the Grantee may from time to time require, consisting of underground cables, wire guides, conduits, manholes, drains, splicing boxes and other facilities for similar uses together with surface testing terminals, markers and other appurtenances, upon, over and under the following described property situate in the County of Eureka, State of Nevada, to wit:

An easement 16.50 feet wide, 8.25 on each side of the following described centerline located in Section 32, Township 33 North, Range 48 East, M.D.B. & M.

Commencing at southwest corner of said Section 32;

thence North 00°00'00" East, along the west section line of said Section 32, a distance of 1320.00 feet to the south 1/16th section corner of Sections 32 and 31;

thence South 89°55'45" East, along the south 1/16th line of said Section 32, a distance of 3932.02 feet to the Point of Beginning;

thence North 69°54'39" East, a distance of 1349.57 feet to the Point of Ending.

IT IS FURTHER AGREED:

1. That Grantee, its successors and assigns, shall have at all times ingress and egress to the above-described land for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating said communications systems.

2. That Grantee, its successors and assigns, shall be responsible for any damage to personal property or improvements, suffered by Grantor, by reason of construction, maintenance, repair or performance of any other rights herein set forth.

3. That Grantee, its successors and assigns, will at all times save and hold harmless the Grantor, its heirs, successors and assigns, of any and all loss, damage or liability it may suffer or sustain by reason of any injury or damage to any person or property caused by the negligent construction, maintenance, operation of said communications systems by Grantee and from claims of any third parties resulting from Grantee's exercise of its rights herein granted.

4. That Grantor, its successors and assigns, will at all times save and hold harmless the Grantee, its heirs, successors and assigns, of damage to the communications systems caused by the negligent exercise by Grantor of rights reserved herein.

5. In the event Grantor determines at any time and from time to time it is necessary to relocate any portion of the communication system or appurtenances, in order to safely develop or mine minerals owned by Grantor on property included in or adjacent to the property described herein, then on sixty (60) days notice, Grantee agrees to relocate said communications systems and appurtenant facilities, at cost to Grantee, to a location satisfactory to Grantor, provided that if the new location is on lands owned or controlled by Grantor or an affiliate of Grantor, hereinafter called "Grantor lands", then the necessary easement therefore shall be granted to Grantee without additional consideration. Nothing in this or the following provision shall require Grantor to purchase any lands to provide alternative easements for the benefit of Grantee.

Subject to the above described right to require relocation of the communications systems, Grantor shall not erect or construct, nor permit to be erected or constructed any building or structure, nor permit any activity which is inconsistent with Grantee's use of the Easement.

If any such relocation is on Grantor lands and such relocation requires the installation of a system to strengthen the signals transmitted by the communications systems to the level existing prior to such relocation, then any easement granted by Grantor pursuant to such relocation shall include easements necessary for additionally required equipment, such additional parcels not to exceed fifty by fifty feet (50'x 50') in size. Grantor and Grantee shall execute any amendatory documents necessary or expedient as a result of any such relocation.

6. Grantee, its successors and assigns, shall have the right to remove or clear any and all buildings, structures, combustible materials, trees, brush, debris, or any other obstruction from said right of way, which in the judgment of Grantee may interfere with or endanger the construction, operation, and maintenance of its utility facilities.

7. In the event that the Grantee hereunder fails to construct the communications facilities contemplated herein within two years of the date hereof, or fails, after initial use, to use the granted easement and right of way for a two (2) year period, the grant contained herein shall terminate and the Grantee's rights to the easement and right of way shall cease.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditament, and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused these presents duly to be executed the day and year first above written.

ELKO LAND AND LIVESTOCK COMPANY

BY: 

President

STATE OF Nevada

COUNTY OF Elko

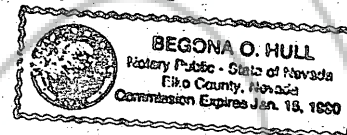
SS:

On this 10th day of February, 1989, personally appeared before me, a Notary Public, G. Neil Hall, a duly elected and acting officer of Elko Land and Livestock Company, who acknowledged to me that he executed the foregoing instrument on behalf of said corporation.

Begona O. Hull
Notary Public

My Commission Expires:

15 Jan 90



RECORDED AT THE REQUEST OF

BOOK 194 PAGE 296

Coates, Inc.

FEB 23 P1 58

OFFICIAL RECORDS
ELKO COUNTY, NEVADA
M.N. REBALEA, RECORDER
FILE NO. FEL 5802

126486

4

BOOK 194 PAGE 296