

140694

After Recordation Return To:

CP NATIONAL  
ATTN: JIM HAGARD  
RD. BOX 952  
ELKO, NV 87801

=====

**GRANT OF COMMUNICATIONS SYSTEM EASEMENT**

THIS INDENTURE, made and entered into this 1st day of February, 1990, by and between NEWMONT GOLD COMPANY, a Delaware Corporation, (hereinafter referred to as "Grantor"), and CP National, a California Corporation, (hereinafter referred to as "Grantee"),

**W I T N E S S E T H:**

THAT THE GRANTOR, for 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, twenty (20.00) feet in width, ten (10.00) 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 for utility purposes being within Section 31, T. 34 N., R. 52 E., Section 36, T. 34 N., R. 51 E., and Section 1, T. 33 N., R. 51 E., M.D.B. & M., Eureka County, Nevada, being 20.00 feet in width, 10.00 feet on each side of the following described centerline:

See the attached Exhibits A, B, C, and D, attached hereto and incorporated herein.

**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.

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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, or 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 system 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 ninety (90) days written notice, Grantee agrees to relocate said cable and appurtenant facilities, relocation costs to be borne by Grantor pursuant to plans and specifications provided by Grantee, to a mutually satisfactory location designated by Grantor upon Grantor's property, provided that the necessary easement therefore is granted to Grantee without additional consideration. Grantor and Grantee shall execute any amendatory documents necessary or expedient as a result of such relocation.

Subject to the above described right to require relocation of the communication system, 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.

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.

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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.

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

NEWMONT GOLD COMPANY

BY: [Signature]  
President and Chief Operating Officer

STATE OF COLORADO

COUNTY OF DENVER

ss.

The foregoing instrument was acknowledged before me this 9th day of February, 1990, by T. Peter Phillip, President and Chief Operating Officer, Newmont Gold Company, a Delaware corporation, on behalf of the corporation.

Mary K. Smyth  
Notary Public

My Commission Expires:

6/15/93



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EXHIBIT "A"  
DESCRIPTION

JANUARY 12, 1999

RECORDER'S MEMO: LEGIBILITY  
OF WRITING, TYPING OR PRINTING  
UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVEDNeumont Gold Company  
C.P. National Telephone Company  
Primary 20 foot Utility Easement  
Page 1 of 3

A strip of land 20 feet wide, 10 feet on each side of the following described centerline located in Section 31, Township 34 North, Range 52 East, M.D.B. & M., Section 36, Township 34 North, Range 51 East, and Section 1, Township 33 North, Range 51 East, M.D.B. & M. more particularly described as follows:

Commencing at the northwest corner of said Section 31;

thence South  $45^{\circ}59'56''$  East, a distance of 4960.12 feet to Corner No. 1, the Point of Beginning, said point being a point on the west southerly right-of-way of State Route 766;

thence South  $34^{\circ}29'01''$  West, a distance of 26.50 feet to an angle point;

thence North  $54^{\circ}17'21''$  West, a distance of 91.06 feet to an angle point;

thence North  $73^{\circ}25'29''$  West, a distance of 46.77 feet to an angle point;

thence North  $52^{\circ}01'06''$  West, a distance of 209.07 feet to an angle point;

thence North  $55^{\circ}43'04''$  West, a distance of 98.08 feet to an angle point;

thence North  $50^{\circ}59'44''$  West, a distance of 78.34 feet to an angle point;

thence North  $72^{\circ}17'03''$  West, a distance of 85.12 feet to an angle point;

thence North  $82^{\circ}53'48''$  West, a distance of 174.40 feet to an angle point;

thence South  $85^{\circ}33'43''$  West, a distance of 200.84 feet to an angle point;

thence South  $09^{\circ}16'35''$  West, a distance of 151.31 feet to an angle point;

thence South  $81^{\circ}32'10''$  West, a distance of 50.74 feet to an angle point;

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thence South 47°38'56" West, a distance of 62.24 feet to an angle point;

thence South 18°05'44" West, a distance of 51.26 feet to an angle point;

thence South 18°13'19" West, a distance of 21.67 feet to an angle point;

thence South 84°06'28" West, a distance of 70.41 feet to an angle point;

thence South 68°28'22" West, a distance of 29.01 feet to an angle point;

thence South 55°53'39" West, a distance of 147.37 feet to an angle point;

thence South 49°37'23" West, a distance of 1483.58 feet to an angle point;

thence South 51°40'57" West, a distance of 271.68 feet to an angle point;

thence South 78°44'16" West, a distance of 37.00 feet to an angle point;

thence South 82°47'41" West, a distance of 208.78 feet to an angle point;

thence North 83°52'12" West, a distance of 138.11 feet to an angle point;

thence South 62°08'45" West, a distance of 93.28 feet to an angle point;

thence South 42°03'39" West, a distance of 46.77 feet to an angle point;

thence South 39°30'46" West, a distance of 413.68 feet to an angle point;

thence South 58°28'47" West, a distance of 82.26 feet to an angle point;

thence South 64°14'59" West, a distance of 576.86 feet to an angle point;

thence South 77°38'56" West, a distance of 356.87 feet to an angle point;

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thence South  $53^{\circ}32'39''$  West, a distance of 286.67 feet to an angle point;

thence South  $15^{\circ}41'29''$  East, a distance of 184.38 feet to the Point of Ending, from which the northwest corner of said Section 31, bears North  $10^{\circ}00'46''$  East, a distance of 5716.48 feet.

The sidelines of said easement are lengthened or shortened as necessary to begin on the most southerly right-of-way of said State Route 766.

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**EXHIBIT "B"**  
**DESCRIPTION**

JANUARY 12, 1989

Neumont Gold Company  
C.P. National Telephone Company  
Centerline to Substation  
20 foot Utility Easement

A strip of land 20 feet wide, 10 feet on each side of the following described centerline located in Section 31, Township 34 North, Range 52 East, N.D.B. & M., more particularly described as follows:

Commencing at the northwest corner of said Section 31:

South  $36^{\circ}41'59''$  East, a distance of 4988.81 feet to Corner No. 1, the Point of Beginning;

thence South  $12^{\circ}17'10''$  West, a distance of 229.74 feet to the point of curvature;

thence from a tangent which bears South  $10^{\circ}32'09''$  West, along a circular curve to the left with a radius of 160.00 feet and a central angle of  $128^{\circ}26'22''$ , an arc length of 359.67 feet to the point of tangent;

thence North  $38^{\circ}04'32''$  East, a distance of 64.22 feet to the Point of Ending, from which the northwest corner of said Section 31 bears North  $35^{\circ}21'11''$  West, a distance of 4499.38 feet.

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EXHIBIT "C"  
DESCRIPTION

JANUARY 12, 1989

Neumont Gold Company  
C.P. National Telephone Company  
New Building Site

A parcel of land located in Section 1, Township 33 North, Range 61 East, N.D.B. & M., more particularly described as follows:

Commencing at the northeast corner of said Section 36:

thence South  $10^{\circ}00'45''$  West, a distance of 5715.48 feet to a Point, said point being the Point of Ending of the 20' utility easement, described previously in Exhibit A;

thence North  $51^{\circ}00'50''$  East, a distance of 10.00 feet to Corner No. 1, the true Point of Beginning;

thence South  $38^{\circ}51'10''$  East, a distance of 30.00 feet to Corner No. 2;

thence South  $51^{\circ}00'50''$  West, a distance of 20.00 feet to Corner No. 3;

thence North  $38^{\circ}51'10''$  West, a distance of 30.00 feet to Corner No. 4;

thence North  $51^{\circ}00'50''$  East, a distance of 20.00 feet to Corner No. 1, the Point of Beginning.

Said parcel contains an area of 600 square feet, more or less.

SEAL  
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EXHIBIT "D"  
DESCRIPTION

JANUARY 12, 1998

Newmont Gold Company  
C.P. National Telephone Company  
Portion of the Existing Nevada  
Bell Telephone Utility Easement  
Page 1 of 2

A strip of land 20 feet wide, 10 feet on each side of the following described centerline located in Section 36, Township 34 North, Range 51 East, and Section 1, Township 33 North, Range 51 East, M.D.B. & M. more particularly described as follows:

Commencing at the northeast corner of said Section 36;

thence South 05°05'01" West, a distance of 5225.99 feet to Corner No. 1, the Point of Beginning;

thence South 82°36'53" West, a distance of 98.94 feet to an angle point;

thence South 51°35'00" West, a distance of 110.24 feet to an angle point;

thence South 50°09'31" West, a distance of 111.04 feet to an angle point;

thence South 50°34'32" West, a distance of 119.92 feet to an angle point;

thence South 54°47'11" West, a distance of 89.13 feet to an angle point;

thence South 65°39'54" West, a distance of 95.57 feet to an angle point;

thence South 81°47'27" West, a distance of 35.84 feet to an angle point;

thence North 75°11'07" West, a distance of 64.61 feet to an angle point;

thence North 71°58'07" West, a distance of 46.61 feet to an angle point;

thence South 09°23'05" West, a distance of 40.59 feet to an angle point;

thence North 71°54'00" West, a distance of 49.43 feet to an angle point;

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thence North 35°01'14" West, a distance of 34.41 feet to an angle point;

thence North 16°13'28" West, a distance of 51.16 feet to an angle point;

thence North 18°01'18" West, a distance of 185.11 feet to an angle point;

thence North 14°41'35" West, a distance of 203.19 feet to an angle point;

thence North 15°51'48" West, a distance of 183.53 feet to an angle point;

thence North 19°35'43" West, a distance of 29.94 feet to an angle point;

thence North 48°45'52" West, a distance of 75.16 feet to an angle point;

thence North 47°18'43" West, a distance of 68.31 feet to the Point of Ending, from which the northeast corner of said Section 36, bears North 17°32'15" East, a distance of 5825.59 feet.

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Acetal/CP National*  
'92 APR 16 P1:10

EUREKA COUNTY, NEVADA  
M.H. REBALEATI, RECORDER  
FILE NO. 140694  
FEE \$ 14.00

INDEXED

288188  
FEE 14.00 FILE #  
FILED FOR RECORD  
AT REQUEST OF  
*CP National*  
'90 FEB 14 P3:08

RECORDED BY 713 PG. 714  
JERRY D. REYNOLDS  
ELKO CO. RECORDER

CERTIFICATION OF COPY  
STATE OF NEVADA)  
COUNTY OF ELKO) SS.  
I, JERRY D. REYNOLDS, the duly elected and  
qualified Recorder of Elko County, in the State of  
Nevada, do hereby certify that this is a true, full  
and correct copy of the instrument now on record  
in this office. IN WITNESS WHEREOF, I have  
hereunto set my hand and affixed the seal of my  
office, in Elko, Nevada this

15th day of April, A.D. 1992  
JERRY D. REYNOLDS, COUNTY RECORDER  
BY *[Signature]*  
(SEAL)

288188

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SEAL

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