

EASEMENT AGREEMENT

For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GENERAL MINERAL DEVELOPMENT COMPANY (GMD), a Nevada limited Partnership having a mailing address of P.O. Box 11856, Reno, Nevada 89501 convey to NEVADA BELL, a Nevada Corporation having its principal place of business at P. O. Box 11010, Reno, Nevada 89520, and its successor and assigns (NEVADA BELL) without warranty of any kind a non-exclusive easement to use the surface of a strip of land 25 feet in width over and across the Magnet, Mineral Survey #118, Nildesperandum, Mineral Survey #254, and El Dorado, Mineral Survey #53 patented lode mining claims and being 12½ feet on either side of center line shown on the attached Exhibit A (Easement Strip) to construct, operate, maintain, repair, alter, inspect, remove and replace communication facilities consisting of aerial or buried cables or wire, other electrical conductors and associated equipment (collectively "Facilities") together with the right of ingress and egress therefor ("Easement"). Nevada Bell shall have the obligation, as reasonably required to protect the Facilities and prevent fires, to trim and remove foliage within the Easement Strip and to place reasonable drainage and retaining structures thereon. Nevada Bell shall have the right to extend to any electrical company the right under this Easement to use any pole or trench placed on or in the Easement Strip pursuant to the provisions hereof but only to the extent such power is for NEVADA BELL.

The parties agree that this Agreement is not intended to transfer an estate in land to NEVADA BELL nor create a severance of the surface and mineral estates to the Easement Strip. The parties also agree that this Agreement is not intended to limit GMD's right to explore for, develop or mine minerals from the Easement Strip.

Should GMD desire to utilize any part of the Easement Strip for mineral purposes or for the installation of mining or processing facilities or access thereto GMD shall have the right by giving NEVADA BELL written notice to cause any portions of the Facilities which would interfere with GMD's operation to be located at GMD's sole cost on another 25 foot strip to be provided by GMD to NEVADA BELL at no cost to NEVADA BELL ("Relocated Strip"). The relocation shall be completed in the vicinity of the affected portion of the Easement Strip so as to reasonably minimize the cost of moving Facilities and to reasonably accommodate GMD's operation. GMD shall convey or procure a right-of-way for the Relocated Strip on substantially the same terms and conditions as provided herein. GMD shall compensate NEVADA BELL for all reasonable and necessary costs incurred by NEVADA BELL in any relocation of Facilities. It is the intent of the parties hereto that any portion or portions of the Easement Strip may be moved from time to time and make than once at the sole cost of GMD, its successors or assigns.

NEVADA BELT agrees to compensate GMDC and its successors and assigns for any actual and direct damage to the surface and to any improvements placed on the Easement Strip by GMDC. If the parties are unable to agree on such fair market value, either GMDC or NEVADA BELT may demand appraisal. In the event of appraisal, each of GMDC and NEVADA BELT shall designate a licensed Nevada appraiser experienced in appraising like property. The two appraisers shall select a third similarly licensed and experienced appraiser. Each appraiser shall determine an amount of compensation. For all purposes, the amount of compensation payable to GMDC and its successors and assigns shall be the average of the appraisals which are the closest to each other.

NEVADA BELT hereby waives, releases and discharges forever GMDC and its General Partners, Limited Partners, employees and representatives and its successors and assigns to defend, indemnify and hold them harmless from any cost, damages, loss, liability, contribution, or obligation (including consequential damages, fine, penalties, court costs, disposal fees, and attorney's fees) for injury to persons, property, natural resources and the environment, including environmental liability and responsibility of every kind and character arising out of or related to any act or omission of NEVADA BELT, its employees, agents and representatives in connection with the Easement Strip or any improvements placed thereon by NEVADA BELT.

Upon termination of this Agreement as to all or any portion of the Easement Strip, for whatever purpose, NEVADA BELT will remove all fixtures, improvements and equipment placed thereon by NEVADA BELT from the Easement Strip and will deliver to GMDC and its successors or assigns a written instrument of termination in recordable form. The benefits and burdens of this Easement shall run with the land and bind and inure to the benefit of both parties and their respective successors and assigns.

Dated and made effective this 17th day of June, 1996.

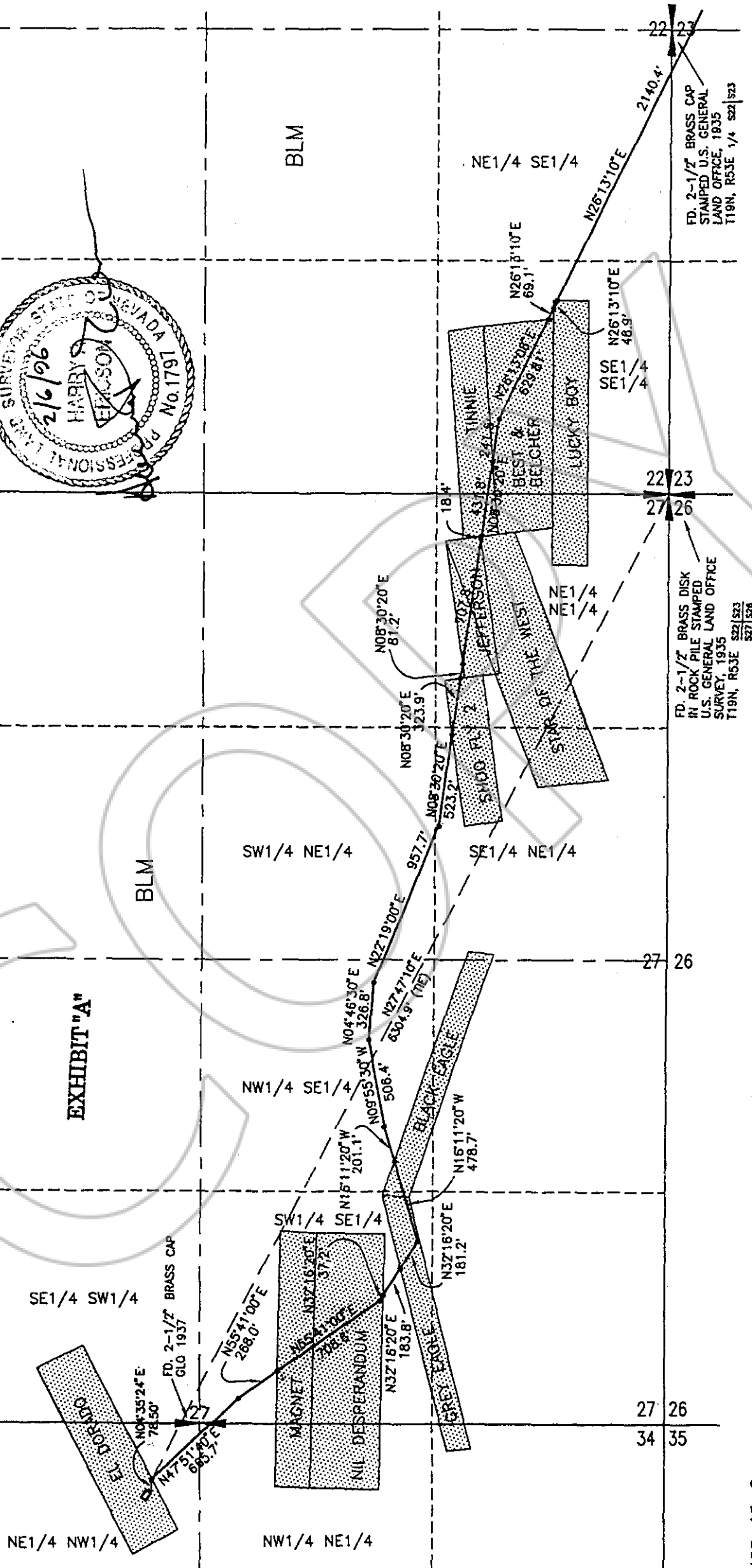
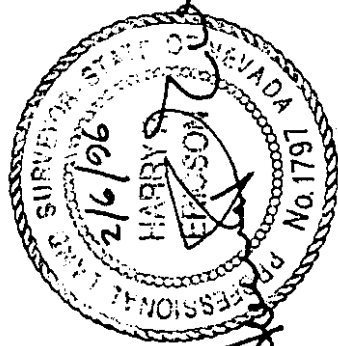
NEVADA BELT
A NEVADA CORPORATION
GENERAL MINERAL DEV. COMPANY
A NEVADA LIMITED PARTNERSHIP

By: [Signature]
Peter E. Gall
Managing General Partner

By: [Signature]
Marsha L. Stephens
Director, OSP Engr. & Const.



SCALE: 1" = 700'



455-15-2

EXHIBIT "A"

OVERHEAD COMMUNICATIONS LINE
MINING CLAIM RIGHT OF WAY
POR. SECTIONS 22, 27 & 34, T19N, R53, NDM
EUREKA COUNTY NEVADA

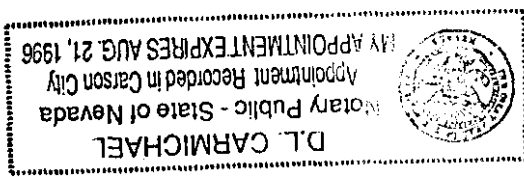
NEVADA  BELL

3000
NORTH ARIZONA, NEVADA
LAS VEGAS, NEVADA
PHOENIX, ARIZONA
COMMERCIAL BANKING

STATE OF NEVADA)
COUNTY OF WASHOE)

This instrument was acknowledged before me on JUNE 28, 96 by _____

MARSHA L STEPHENS
MARSHA L. STEPHENS, Director, OSP Engr. & Const.
Nevada Bell

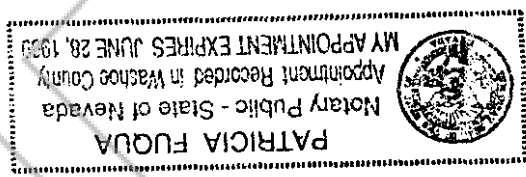


Notary Signature

STATE OF NEVADA)
COUNTY OF WASHOE)

This instrument was acknowledged before me on July 9, 1996 by _____

Peter E Gally
PETER E. GALLI, Managing General Partner
General Mineral Development Company



Notary Signature

Recorded at Request of
NEVADA BELL
When Recorded Return to
Debra Carmichael
NEVADA BELL
Right of Way, C258
P.O. Box 11010
Reno, Nevada 89520

BOOK 300 PAGE 113
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Word Star Development

96 AUG 22 PM 1:17

EUREKA COUNTY NEVADA
M.N. REBALCATTI, RECORDER
FILE NO. _____
FEES \$10.00

164407

BOOK 300 PAGE 116