

APN # 410-000-12
S27 & 34, T19N, R53E
W.O. No. 1745 S.

166884

GRANT OF EASEMENT

M. V. WELCH, JR., hereinafter referred to as GRANTOR hereby grants to NEVADA BELL, GRANTEE, its successors and assigns, the right from time to time to construct, place, inspect, maintain, replace and remove communication facilities consisting of aerial and underground wires, cables and other electrical conductors with associated poles, crossarms, braces, anchors, guys, fixtures, conduits, pipes, manholes service boxes, markers, risers, pedesals, terminal equipment cabinets and necessary fixtures and appurtenances, together with an easement therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Eureka, State of Nevada:

A 25 foot easement through a portion of the El Dorado patented mining claims.

Together with a 10,000 square foot communication site located within the El Dorado Claim.

All being contained within Sections 27 and 34, Township 19 North, Range 53 East, M.D.M., Eureka County, Nevada. Said right-of-way is shown on the attached Exhibit "A".

GRANTOR also grants to GRANTEE the right to trim such tree foliage and to cut such limb roots on said property as may be necessary for the protection of said facilities.

GRANTOR also grants to GRANTEE the right to cut, fill or otherwise change the grade of said property and to place such drainage and retaining structures thereon, as GRANTEE may elect for the protection of such facilities.

GRANTOR also grants to the GRANTEE the right to receive commercial power service from the appropriate utility company serving the area, together with the right for such utility company to place its respective service facilities upon and within said easement.

GRANTEE shall be responsible for damage caused intentionally or by any negligent act or omission of GRANTEE, its agents or employees while exercising the rights granted herein.

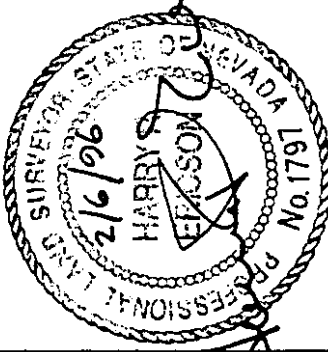
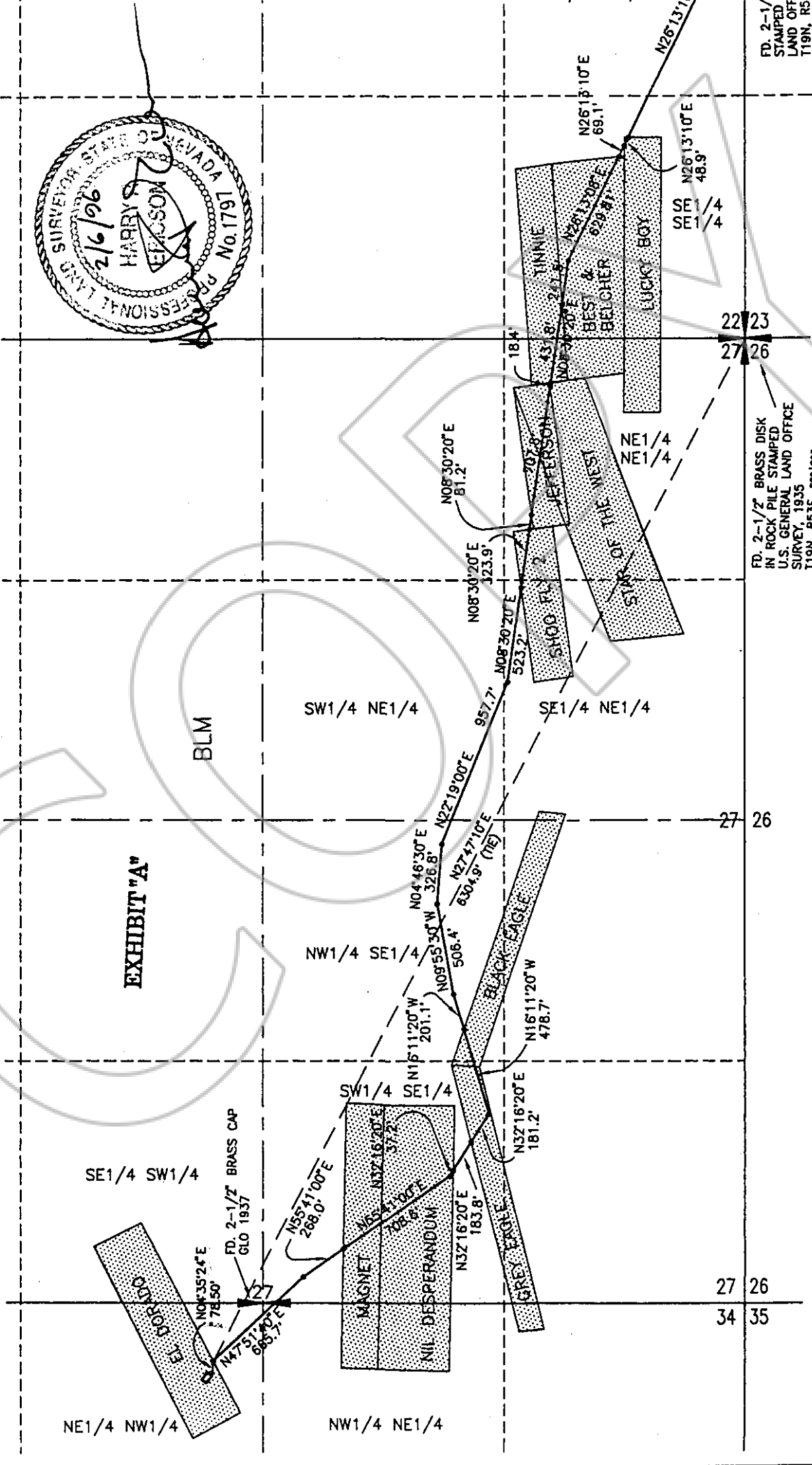
GRANTEE shall indemnify and hold GRANTOR harmless from and against damage to any property(ies) arising out of the installation, maintenance and repair of GRANTEE'S facilities in said easement, except where such damage is caused by the active negligence or willful misconduct of GRANTOR, or GRANTOR'S agents or employees.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

BOOK 308 PAGE 202



SCALE: 1" = 700'



FD. 2-1/2" STAMPED LAND OFF T19N, R5.

FD. 2-1/2" BRASS DISK IN ROCK PILE STAMPED U.S. GENERAL LAND OFFICE SURVEY, 1935 T19N, R53E S22/S23 S27/S28

455-15-2



OVERHEAD COMMUNICATIONS LINE
MINING CLAIM RIGHT OF WAY
FOR SECTIONS 22, 27 & 34, T19N, R53, MDM
EUREKA, NEVADA

EXHIBIT "A"

NEVADA

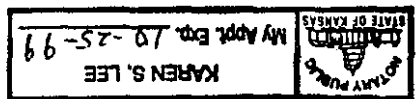
Executed this 8 Day of April 1997

M. V. WELCH, JR.
M. V. Welch, Jr.

STATE OF Kansas
COUNTY OF Morris

This instrument was acknowledged before me on April 1 8 1997 by

M. V. WELCH, JR.
M. V. Welch, Jr.



Karen S. Lee
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 308 PAGE 202
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Nevada Bell

97 MAY 29 AM 11:12
EUREKA COUNTY NEVADA
M. N. REBALCATTI, RECORDER
FILE NO. FEES 9.08

166884

BOOK 308 PAGE 204