

RETURN RECORDED DOCUMENT TO:
Williams Communications, Inc.
1005 Terminal Way, Suite #125
Reno, NV 89502

172114

RIGHT OF WAY AND EASEMENT AGREEMENT - (Nevada Individual Grantor(s))

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby grants, sells, conveys and warrants unto Williams Communications, Inc., a Delaware Corporation operating as a specialized communications common carrier and telephone public utility, whose mailing address is P.O. Box 22064, Tulsa, OK 74121-2064, its successors and assigns, herein called Grantee, a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement"), together with all improvements located thereon, with a width and centerline as indicated below, to locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of, relocate, establish, lay, install, test, substitute, renew, reconstruct, restore, abandon and remove underground communications system(s) together with necessary underground conduits, cables, wires, underground splicing boxes and any other appurtenances thereto, at any time or times for the transmission of data or communications for and by others upon and along a route or routes to be selected by Grantee, on, in, over, under, through and across the following described land (the "Property") located in the County of Eureka, State of Nevada, to wit:

Across a portion of the West half of the Southwest quarter of Section 36, Township 32 North, Range 51 East, (Except Railroad Right of Way and Palisade Townsite) as described in Book 59, Page 55, File No. 62957, dated April 22, 1977 of the Eureka County Official Records; and shown on Exhibit A attached hereto and made a part hereof.
(APN #004-370-20)

together with the right of ingress and egress to, from and along the Easement and the right to use gates and existing roads for the aforesaid purposes (Grantee shall and does hereby agree to restore any damage to such lands, gates or roads caused by its use thereof as described below) and together with a temporary easement to provide work space along and adjacent to the Easement as may be reasonably necessary in connection with construction, maintenance, operation, repair, removal or replacement of the communications system(s).

The exact location of the Easement conveyed by this instrument ^{will be as shown on Exhibit A, WJM} ~~shall be determined, in the sole discretion of Grantee, by the installation of Grantee's communications system(s) and subject to the Grantee's temporary easement rights described above~~ ^{3/21/99} shall extend for five feet on each side of the centerline of the first working communications system installed.

Grantee shall restore the surface of the Easement and temporary easement as nearly as reasonably practical to its original condition, grade and level after performing any construction or other work

together with changes on Page One
TO HAVE AND TO HOLD the Easement, temporary easement, rights and privileges unto
Grantee, its successors and assigns forever and Grantor hereby binds Grantor, Grantor's heirs,
devisees, personal representatives, successors and assigns, to warrant and forever defend all and
singular the Easement, temporary easement and the property rights, privileges and interests
above-described, unto Grantee, its successors and assigns, against every person whomsoever
claiming or to claim the same or any part thereof.

WITNESS THE EXECUTION HEREOF THE 31st day of March, 1999.

WITNESS: [Signature]

GRANTOR: [Signature]
Lousie B. Sexton

WITNESS: Christina J. Hix

GRANTOR: _____

[Individual Grantor]
Acknowledgement

STATE OF ^{GEORGIA} ~~NEVADA~~)
)
) : ss.
) COUNTY OF Gwinnett)

The foregoing Easement was acknowledged before me this 31 day of March, 1999, by Louise B. Sexton, an individual.


Notary Signature and Seal
Commission Expires July 30, 2000.

[Subscribing Witness]
Acknowledgement

State of ^{Georgia} ~~Nevada~~, County of Gwinnett

On this 31 day of March, 1999, Angela Lewis, personally appeared before me, whom I know to be the person who signed this jurat of a subscribing witness while under oath and swears that he or she was present and Louise B. Sexton sign her name to the above document.

Signed and sworn before me on March 30, 1999

Christina J. Hix
Subscribing Witness

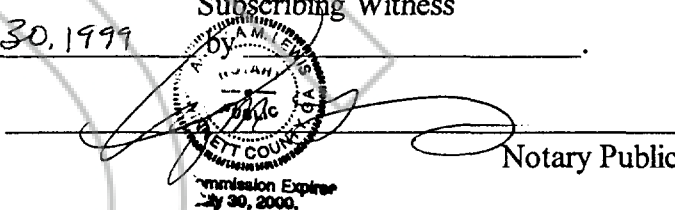
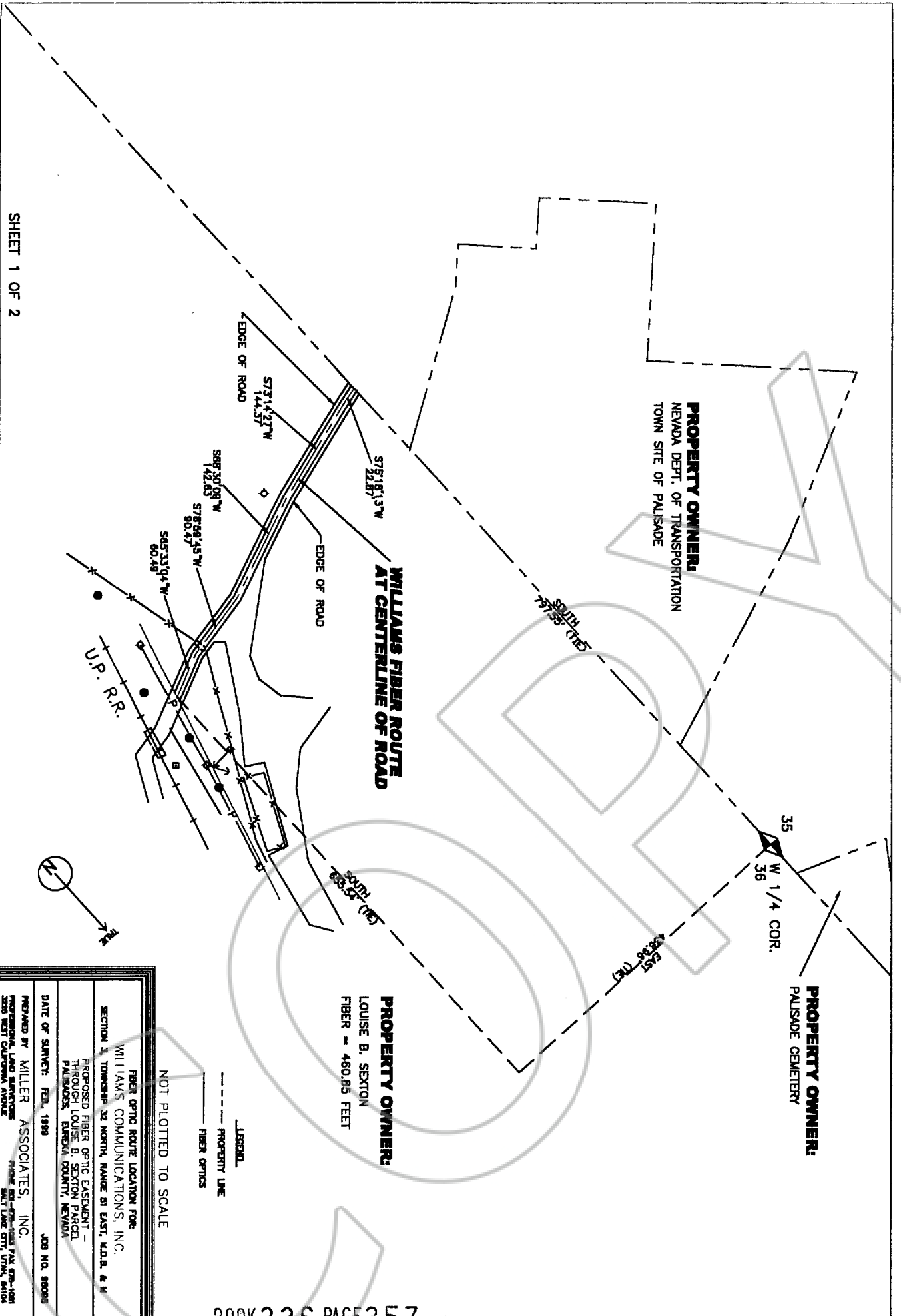

Notary Public
Commission Expires July 30, 2000.

EXHIBIT A



SHEET 1 OF 2

<p>FIBER OPTIC ROUTE LOCATION FOR: WILLIAMS COMMUNICATIONS, INC.</p>	
<p>SECTION 5, TOWNSHIP 22 NORTH, RANGE 91 EAST, M.D.B. & M.</p>	
<p>PROPOSED FIBER OPTIC EASEMENT - THROUGH LOUISE B. SEXTON PARCEL PALISADES, BURMAN COUNTY, NEVADA</p>	
DATE OF SURVEY: FEB., 1988	JOB NO. 89089
<p>DESIGNED BY MILLER ASSOCIATES, INC. PROFESSIONAL LAND SURVEYOR 2020 WEST CALIFORNIA AVENUE PHOENIX 85710-1500 FAX 602-951-1801 SALT LAKE CITY, UTAH, 84119</p>	

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WILLIAMS COMMUNICATIONS INC.
10 FOOT FIBER OPTIC EASEMENT FOR:
LOUISE B. SEXTON (NV-EU-003)

A 10 FOOT WIDE EASEMENT, SAID EASEMENT BEING 5 FEET ON EACH SIDE
OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH IS EAST 436.96 FEET AND SOUTH 655.54
FEET FROM THE WEST ¼ CORNER OF SECTION 36, TOWNSHIP 32 NORTH,
RANGE 51 EAST, M.D.B. & M., SAID POINT ALSO BEING ON THE NORTH
EDGE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY AND RUNNING:

THENCE SOUTH 65° 33' 04" WEST 60.49 FEET;
THENCE SOUTH 78° 59' 45" WEST 90.47 FEET;
THENCE SOUTH 68° 30' 09" WEST 142.63 FEET;
THENCE SOUTH 73° 14' 27" WEST 144.37 FEET;
THENCE SOUTH 75° 18' 13" WEST 22.87 FEET TO A POINT ON THE WEST
LINE OF SECTION 36 AND TERMINATING, SAID POINT BEING SOUTH
797.55 FEET FROM SAID WEST ¼ CORNER OF SECTION 36.

LINEAR FEET = 460.85

EXHIBIT A

PAGE 2 OF 2

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172114

BOOK 326 PAGE 354
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Williams Communications
99 APR -2 PM 1:59 *Ine*

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 11.00