

Williams Communications, Inc.
1005 Terminal Way, Suite 125
Reno, NV 89502

173131

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is by and between ELKO LAND AND LIVESTOCK COMPANY, a Nevada corporation, "Grantor"; and WILLIAMS COMMUNICATIONS, INC., a Delaware corporation, operating as a specialized communications carrier and telephone public utility, whose mailing address is P.O. Box 22064, Tulsa, Oklahoma, 74121-2064, "Grantee";

For good and valuable consideration, the undersigned Grantor hereby grants to Grantee, its successors and assigns, the nonexclusive right with a width and centerline specified below, to locate, survey, construct, maintain, inspect, operate, protect, repair, alter, 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 located in the County of Eureka, State of Nevada, to wit:

Eureka County Parcel No. 1: A portion of Section 32, Township 33 North, Range 49 East, MDM (APN 04-250-11)

As described in Deed dated August 20, 1982, which is recorded in the Official Records of Eureka County, Nevada on August 20, 1982 in Book 104 at Page 349; the grant of easement is further described as a strip of land twenty feet in width contained completely within the right of way boundaries of Interstate 80 as such boundaries exist as of the date of this grant. The grant of easement includes the right of ingress to and from the easement by means of such gates or roads existing at the time of this grant, lying within the boundaries of said right of way to the extent that Grantor has the right, if any, to grant such access uses.

Within one hundred twenty (120) days of installation of the said facilities, Grantee shall provide to Grantor "as-built" drawings setting forth, by bearings and distances, the exact location of the easement within the Interstate 80 right of way. The as-built drawings will be of 8½ x 11 inch format for subsequent incorporation in an amended Grant of Easement. Upon receipt of the as-built drawings, Grantor will record same with an amended grant of easement for purposes of clarifying the exact easement location, and the amendment shall relate back to this Grant of Easement.

Grantee shall restore the surface of the property as nearly as reasonably practical to its original condition, grade and level after performing any construction or other work that disturbs the surface.

Grantee, its successors and assigns, shall indemnify and hold harmless Grantor, its officers, directors, employees, stockholders, successors and assigns, from and against any and all losses, costs (including without limitation attorney's fees), damages, expenses, liability, claims, awards, demands, causes of action, and judgements for injury to, or death of, persons, and damage to, or loss or destruction of, property caused by or resulting from the construction, maintenance, operation or

repair of the communications facilities or the exercise by Grantee, its employees or agents, of any other rights herein set forth, except injury or damage which occurs as a result of the negligence or willful misconduct of Grantor, its employees or agents or caused by other Grantees.

Grantee, its successors and assigns, shall comply with all applicable statutes, ordinances, rules, regulations and orders in exercising the rights set forth herein.

Grantee shall have and hold the rights granted herein for so long as it uses and maintains the communications facilities on the lands described above, and the rights granted herein shall terminate upon Grantee's discontinuance of such use and maintenance for a period of three (3) years and all such shall revert to Grantor, its successors or assigns.

EXECUTED this 6th day of October 1999.

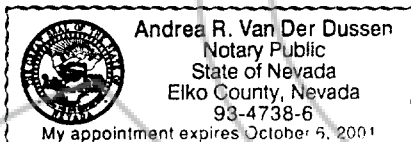
ELKO LAND AND LIVESTOCK COMPANY

By: W. James Mullin

Name: W. James Mullin
Title: President
Tax I.D. No. 13-3127642

STATE OF NEVADA)
)SS.
COUNTY OF ELKO)

On this 6 day of October, 1999, before me, a Notary Public in and for the said state, personally appeared W. James Mullin, who is the President of ELKO LAND AND LIVESTOCK COMPANY, personally known to me to be the person who executed the above instrument on behalf of said corporation, and acknowledged to me that he executed the same for the purposes therein stated.



Andrea R. Van Der Dussen
NOTARY PUBLIC

AGREED TO AND ACCEPTED by Williams Communications, Inc. this _____ day of October, 1999.

By: William P. Harwell

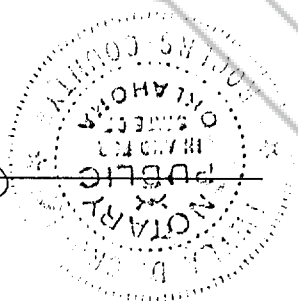
Name: WILLIAM P. HARWELL
Attorney-in-fact

Title: _____

STATE OF Oklahoma)
)SS.
COUNTY OF Tulsa)

On this 12th day of October, 1999, before me, a Notary Public in and for the said state, personally appeared William P. Harwell, who is the Attorney-in-Fact of WILLIAMS COMMUNICATIONS, INC., personally known to me to be the person who executed the above instrument on behalf of said corporation, and acknowledged to me that he executed the same for the purposes therein stated.

Judith D. Croff
NOTARY PUBLIC



BOOK 330 PAGE 151
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Williams Communication
99 OCT 21 PM 1:44

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 9.00

173131

BOOK 330 PAGE 153

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