

175684

APN: 04-360-1

After Recordation, Return To:

Sullivan & Worcester LLP  
One Post Office Square  
Boston, Massachusetts 02109  
Attn: Sander Ash, Esq.

Transfer Tax Due: \$ 150

STATE OF GEORGIA

COUNTY OF FULTON

NEVADA  
QUITCLAIM DEED

TUSCARORA - NV0110

THIS INDENTURE is made this 28<sup>th</sup> day of February, 2008, between  
AT&T CORP., a New York Corporation, formerly known as American Telephone and Telegraph  
Company; ("Grantor"), and AMERICAN TOWER MANAGEMENT, INC., a Delaware  
corporation, having as its address c/o American Tower Corporation, 116 Huntington Avenue, Boston,  
MA 02116 (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their  
respective heirs, successors, legal representatives and assigns where the context permits or requires).

WITNESSETH:

GRANTOR, for and in receipt of valuable consideration in hand paid at and before the sealing  
and delivery of these presents, the receipt, adequacy and sufficiency whereof are hereby acknowledged,  
does by these presents release, release and forever quit-claim unto Grantee all of Grantor's right, title  
and interest in and to:

ALL THE TRACT(S) OR PARCEL(S) OF LAND being more particularly described  
on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter  
referred to as the "Property").

TO HAVE AND TO HOLD said Property unto Grantee, so that neither Grantor nor any entity  
or entities claiming under Grantor shall at any time, by any means or ways, have, claim, or demand any  
right, title, or interest in or to the Property or its appurtenances, or any rights thereof;

GRANTOR RESERVES UNTO ITSELF, and excepts from the above conveyance, the  
easements, rights and privileges hereinafter set forth:

(a) By its acceptance of this Deed, Grantee acknowledges and agrees Grantor has and  
hereby does reserve exclusive, perpetual easement and right-of-way (the "Reserved

AT&T Corp./QCD/NV

GLCode: NV0110

BOOK 339 PAGE 206

Easement") for the best of Grantor, its Affiliates<sup>4</sup> and its and their respective transferees, successors and assigns, the purpose of installing, operating, maintaining, repairing, removing and replacing underground telecommunication cables and conduits of Grantor, its Affiliates and its and their respective transferees, successors and assigns, together with manholes, markers and surface testing terminals and any regeneration huts or other above-surface improvements existing upon, over and under the Property as of the date first above written (collectively, the "Easement Area Equipment"), in such locations (the "Easement Area") where (i) the Easement Area Equipment is currently sited and with respect to subsurface installations, as is marked by utility installation markers, and (ii) should there be no existing Easement Area Equipment installed on the date hereof, Easement Area Equipment may be installed within an Easement Area, the location of which Grantor may hereafter approve, which approval shall not be unreasonably withheld, conditioned or delayed (taking into account Grantee's then current use of the burdened Property and the reasonable future use thereof). By its acceptance of this Deed, the Grantee acknowledges its intent to find at least one location for the Reserved Easement. Such Easement Area shall be a minimum of sixteen and one-half (16½) feet in width and a maximum of thirty (30) feet in width. Should the Easement Area Equipment now installed (or that initially installed in the future) not encumber the maximum Easement Area, additional Easement Area Equipment may be constructed or installed within such Easement Area and, with respect to any underground cabling, conduits, wires, lines or similar improvements, such additional Easement Area Equipment shall be installed in a line parallel to and equidistant from the first cable laid; provided sufficient area is available for the installation of the additional Easement Area Equipment in the reasonable discretion of Grantee, taking into account Grantee's then current use of the burdened Property and the reasonable future use thereof. Grantor shall install, maintain and replace, as appropriate, surface markers indicating the location of the Easement Area Equipment.

(b) Grantor further reserves the following rights and powers incidental to the Easement Area and the temporary Easement Area" (as hereinafter defined):

- (i) A non-exclusive temporary right-of-way and easement (the "Temporary Easement") to be used solely for the purpose of installing, repairing, removing or replacing Easement Area Equipment upon a strip of land ten (10) feet wide on either side of the Easement Area (the "Temporary Easement Area"), provided sufficient area is then available for the installation of the additional Easement Area Equipment, taking into account Grantee's then current use of the burdened Property. Subject to the foregoing limitation, Grantor shall be entitled to park its vehicles and store its materials in the Temporary Easement Area in connection with the Grantor's exercising its rights under the Temporary Easement.

<sup>4</sup> Affiliates. Shall mean, with respect to any person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first person or entity. As used in this definition, "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of management policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

- (ii) If the Easement Area or the Temporary Easement Area is not accessible other than by crossing over other portions of the Property, the right of vehicular and pedestrian ingress and egress over such portion of the Property as Grantee shall from time to time designate for such purposes to and from the Easement Area or the Temporary Easement Area, as the case may be, in connection with the exercise of the Temporary Easement rights or the Reserved Easement rights;
- (iii) The right to clear all trees, roots, brush, vines, overhanging limbs and other obstructions from the surface and subsurface of the Easement Area and, in connection with the exercise of the Temporary Easement rights, the surface or subsurface of the Temporary Easement Area.

(c) Except provided in paragraph (a) above, no excavation, building, structure or obstruction will be constructed, erected, built or permitted in or on the surface of the Easement Area and no change will be made by grading or otherwise to the surface or subsurface of the Easement Area. Provided there is no interference with above ground installations located upon or across the Easement Area, Grantee shall have the right to use the surface of the Easement Area for vehicular and pedestrian ingress and egress, except that such use shall exclude heavy trucks, equipment and construction vehicles which could impair the use of or damage the Easement Area Equipment. Should Grantor or Grantee's designees desire to use a portion of the Easement Area, Grantor shall not unreasonably withhold, delay or condition its consent to a proposed use, taking into account Grantor's existing use and the planned reasonable future use thereof; and provided, further, Grantor may condition its consent to Grantee's use of the Easement Area being subject to the same conditions affecting the use thereof by Grantor as are set forth in subparagraph (e) hereinbelow.

(d) Any party seeking to construct, install or maintain any subsurface installations shall call the appropriate utility line location service (e.g., Miss Dig) to determine the location of any Grantor- or Grantee-installed communications systems and utilities prior to the commencement of any work on the Property.

(e) The foregoing reservations are intended to benefit Grantor, its Affiliates, and its and their respective transferees, successors and assigns, and are subject to the following terms and conditions, each of which shall be binding upon Grantor, its Affiliates, and its transferees, successors and assigns the case may be (each of which of the foregoing parties is for the purpose of this subparagraph (e) referred to as a "Beneficiary" or collectively, if applicable, the "Beneficiaries;" and each Beneficiary by its exercising of any right reserved to it hereunder shall have agreed to be bound by the following), and each of which shall be effective only from and after the date hereof:

- (i) Except the extent caused by or resulting from the negligence or willful misconduct of Grantee, from and after the date hereof, the Beneficiaries shall defend, indemnify and hold harmless Grantee, its officers, directors, employees, partners, tenants, invitees, licensees and contractors from all costs, damages,

expense (including, without limitation, reasonable attorneys' fees and disbursements), foreseen or unforeseen, arising (directly or indirectly) after the date hereof or in connection with the exercise by any Beneficiary of any right reserved to the Beneficiaries in this reservation, including, but not limited to, the installation, maintenance, operation, removal, replacement or presence, in each case after the date hereof, of the Easement Area Equipment and other property at the Property, any work or thing done or condition created by Beneficiary after the date hereof at the Property, and any and all costs (including attorneys' fees) of enforcing the terms of subparagraphs (a) through (e) hereof.

- (ii) Except in the case of emergency when notice reasonable under the circumstances shall be given and except in the case of normal patrols of the Easement Area for the purpose of observing the presence of surface markers or erosion for which no notice is required, Beneficiary shall give reasonable prior written notice before entering on the Property. Such notice(s) shall set forth in reasonable detail any and all work and actions to be undertaken in connection with such entry.
- (iii) Beneficiary shall not suffer or permit any lien to be filed, or shall promptly bond over such lien, against the Property relating to, or arising out of, work performed or materials supplied by or for Beneficiary after the date hereof.
- (iv) All work performed by Beneficiary relating to the Easement shall be reasonably coordinated with Grantee and with other work being performed at the Property (taking into account any emergency conditions which may exist). Beneficiary shall promptly repair any damage to the Property occasioned by its exercise of any of its rights reserved to the Reserved Easement or the Temporary Easement.
- (v) Beneficiary shall secure all necessary licenses, permits and other governmental approvals before performing any work at the Property and shall, from and after the date hereof, comply with all applicable laws governing its use of the Easement Area, and shall carry, if required by applicable law, and cause each of its contractors and subcontractors to carry, workers' compensation insurance in statutory amounts.
- (vi) The agreements, easements, covenants, conditions, undertakings, restrictions, rights, privileges made, granted or assumed, or reserved, as the case may be, by Grantee to the Beneficiaries or Grantor, as the case may be, are made not only for the benefit of the other parties hereto but also shall run with the land and constitute an equitable servitude on the portion of the land owned by such party appurtenant to the Property, the Easement Area, or the Temporary Easement Area, as the case may be. Any transferee of all or any portion of the Property or all or a portion of the Easement Area or Temporary Easement Area shall be deemed automatically by acceptance of the same, to have assumed all obligations herein set forth and to have agreed with the party then burdened by the rights

herein created and reserved to execute any and all instruments and to do any and all things reasonably required to carry out the intention of the agreements herein set forth the transferor shall, upon completion of such transfer involving all of its interest in the Easement Area or the Temporary Easement Area and upon the giving of written notice of such transfer to the other, be relieved of all further liability with respect to the Property, Easement Area and/or the Temporary Easement Area transferred, except liability with respect to matters that may have arisen in and after the date hereof and prior to the date of said transfer. The written notice of transfer shall include the name and address of the transferee.

- (vii) If the consolidated net worth of the Beneficiaries who are obligated under the indemnity contained in this subparagraph (e) is at any time less than \$100,000.00, as determined by generally accepted accounting principles consistently applied, the within reservations shall terminate unless at all times thereafter the Beneficiaries maintain for the benefit of Grantee evidence of insurance reasonably satisfactory to Grantee. In such case, the Beneficiaries shall maintain and deliver from time to time as reasonably requested by Grantee evidence of such insurance reasonably satisfactory to Grantee so long as such party is a Beneficiary of the Easement. By acceptance of this Deed, the Grantee acknowledges that evidence of commercial general liability insurance in the minimum amount of \$2,500,000 (as such amount shall be reasonably adjusted from time to time to account for inflation) shall be a reasonable amount of commercial general liability insurance acceptable to Grantee. Unless the stock of Beneficiary or, if Beneficiary is a subsidiary of the Grantor, the stock of its parent company shall be publicly traded, Beneficiary shall provide evidence of its net worth to Grantee from time to time upon Grantee's request.



IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

GRANTOR:

AT&T Corp., a New York corporation,  
formerly known as American Telephone  
and Telegraph Company

Witness by:

Tracey H. Thompson  
Tracey Thompson  
Mae R. Enis  
MAE R ENIS

By: R. S. Adler  
Name: Richard S. Adler  
Manager, AT&T Corp.,  
Global Real Estate

STATE OF GEORGIA

COUNTY OF FULTON

On this 28<sup>th</sup> day of Feb., 2000, before me, the undersigned officer, personally appeared Richard S. Adler, Manager, Global Real Estate, who acknowledged that he/she executed the above instrument on behalf of said corporation.

Virginia N. Less  
Notary Public  
My Commission Expires:  
Notary Public, Rockdale County, Georgia.  
My Commission Expires Sept. 1, 2002.

(NOTARIAL SEAL)

# EXHIBIT A

Site Name: Tuscarora, NV  
GLC: NV0110  
Line No.: A1011

The following described property situate, lying and being in the Northwest Quarter (NW¼) of Section Seventeen (17), Township thirty-two (32) North, Range Fifty-one (51) East, Mount Diablo Base and Meridian, County of EurelState of Nevada, more particularly described as follows:

Beginning at a point in the Northwest Quarter (NW¼) of Section Seventeen (17), Township Thirty-two (32) North, Range Fifty-one (51) East, Mount Diablo Base and Meridian, from which point the northwest corner of said Section Seventeen (17) bears North Ten degrees, one minute, Eight seconds West (N10°01'08"W), a distance of One Thousand Five Hundred Eleven and 08/100 (1511.08) feet, and running thence from said point of beginning north Eighty-eight degrees, Fifty-seven minutes, Fifteen seconds East (S88°57'15"E), a distance of Three Hundred and 00/100 (300.00) feet; thence South One degree, Two minutes, Forty-five seconds West (S1°02'45"W), a distance of Three Hundred and 00/100 (300.00) feet; thence North Eighty-eight degrees, Fifty-seven minutes, Fifteen seconds West (N88°57'15"W), a distance of Three Hundred and 00/100 (300.00) feet; thence North One degree, Two minutes, Forty-five seconds East (N1°02'45"E), a distance of Three Hundred and 00/100 (300.00) feet to the said point of beginning, and coming an area of Two and 07/100 (2.07) acres, more or less.

Together with a right of way, and the right to construct, maintain, repair and use, an access road with all necessary cuts, fills, drains, ditches, culverts and other appurtenances, the surface of said road to be not more than Twenty and 00/100 (20.00) feet wide and the center line thereof to be upon and along or near the following described line:

Beginning at a point in the westerly line of the above described parcel of land in the Northwest Quarter (NW¼) of said Section Seventeen (17), from which point the Northwest corner said Section Seventeen (17) bears North Eight degrees, Thirty-seven minutes, Thirty-five seconds West (N8°37'33"W), a distance of One Thousand Seven Hundred Twenty and 20/100 (1,726.20) feet, and running thence from said point of beginning along a curve to the right with a radius of One Hundred and 00/100 (100.00) feet (tangent to curve at said point of beginning bears North Seventy-two degrees, Twenty-three minutes, Six seconds West [N72°23'06"W]) through a central angle of Eighteen degrees, one minute, Six seconds (18°06'06"), a distance of Thirty-one and 59/100 (31.59) feet thence North Fifty-four degrees, Seventeen minutes, No seconds West (N54°17'00"), a distance of One Hundred Forty-one and 84/100 (141.84) feet; thence along a curve to the left with a radius of Three Hundred and 00/100 (300.00) feet through a central angle of Seventeen degrees, Thirty-two minutes, Fifty-nine seconds (17°32'59"), a distance of Ninety-one and 89/100 (91.89) feet, more or less, to a point in the west line of Northwest Quarter (NW¼) of said Section Seventeen (17), from which point the northwest corner of said Section Seventeen (17) bears North One degree, Fourteen minutes, thirty-five seconds West (N1°14'35"W), a distance of One Thousand Five Hundred Sixty-eight and 64/100 (1,568.64) feet, and being over the Northwest Quarter (NW¼) said Section Seventeen (17).

Site Name: Tuscarora, NV  
GLC: NV0110  
Line No.: A1011

Being the same property deeded in that certain Deed No. 4335F, dated September 13, 1950, by Southern Pacific Land Company to Arican Telephone and Telegraph Company, recorded November 22, 1950, in Liber 24 at Page 105, record Eureka County, Nevada.

Together with:

That certain easement for purpose of access to and from the property described in Deed No. 4335F, recorded November 22, 1950, in Liber 24 at Page 105, records of Eureka County, Nevada, as such access is more particularly described that certain Grant dated February 28, 1950, and between Harry E. Lewis and Genola Lewis and Bell Telephone Company of Nevada, and being recorded in the Office of the County Recorder of Eureka County, Nevada, in Liber 24 at Page 44; said easement subsequently assigned to American Telephone and Telegraph Company by Right of Way Assignment, dated September 14, 1951, and being recorded in the Office of the County Recorder of Eureka County, Nevada, in Liber F of Miscellaneous at Page 273.

LESS AND EXCEPT, that portion described in that certain Quitclaim Deed to Nevada Bell by AT&T Communications of Nevada, dated February 18, 1987, recorded September 14, 1988, in Book 184 at Page 106, records of Eureka County, Nevada, described as follows:

A piece or parcel of land 0.1 acres more or less in size, and situated within Section 17, Township 32 North, Range 51 East, M.D. Eureka County, Nevada, and more particularly described as follows, to-wit:

Beginning at a point which bears South 10°01'08" East 1,511.08 feet from the Northwest corner of said Sect 17, thence South 88°57'15" East, 300.00 feet; thence South 1°02'45" West, 100 feet; thence North 88°57'15" West, 300.00 feet; thence North 1°02'45" East, 100 feet to the point of beginning.

BOOK 339 PAGE 206  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Lawyers Title of Nevada*  
00 DEC 26 AM 8:55  
EUREKA COUNTY NEVADA  
M.H. REBALEATI, RECORDER  
FILE NO. FEES 14.00

175684

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BOOK 339 PAGE 2 | 3



State of Nevada  
Declaration of Value

1. Assessor Parcel Num(s)  
a) 04-3600 (per Jim@Assessors)  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument # 175684  
Book 339 Page 206  
Date of Recording: 12/26/00  
Notes: \_\_\_\_\_

2. Type of Property:

- a) ☐ Vacant land b) ☐ Single Fam. Res.  
c) ☐ Condominium d) ☐ 2-4 Plex  
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l  
g) ☐ Agricultural h) ☐ Mobile Home  
i) ☒ Other Site Tower

3. Total Value/Sales Price property: \$ 118,643.01

Deduct Assumed Liens /or Encumbrances: ( \_\_\_\_\_ )

(Provide record information: Doc/Instrument #: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_)

Transfer Tax Value per S 375.010, Section 2: \$ 118,643.01

Real Property Transfer Due: \$ 154.70

4. If Exemption Claimed

- a. Transfer Tax Inption, per NRS 375.090, Section: \_\_\_\_\_  
b. Explain Reason Exemption: \_\_\_\_\_  
\_\_\_\_\_

5. Partial Interest: Percege being transferred: \_\_\_\_\_%

The undersigned Seller(Grantor)/Buyer(Grantee), declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 3710, that the information provided is correct to the best of their information and belief, and can be supported by documents if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest: 1/2% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

SELLER (GRANTOR) INFORMATION

Seller Signature: J. Fisher  
AT&T CORP., F/K/A AMERICAN TELEPHONE AND  
Print Name: TELECOM  
Address: 296 North ple Avenue  
City: BASKING RJE  
State: NJ 07920  
Telephone: ( ) \_\_\_\_\_  
Capacity: ESCROW AGT

BUYER (GRANTEE) INFORMATION

Buyer Signature: J. Fisher  
Print Name: AMERICAN TOWERS, INC.  
Address: 116 Huntington Avenue  
City: BOSTON  
State: MA 02116  
Telephone: ( ) \_\_\_\_\_  
Capacity: ESCROW AGENT

COMPANY REQUESTING RECORDING

Co. Name: LAWYERS TLE INSURANCE COMPANY Esc. #: 99-6404

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

DECLARATION OF VALUE

Recording Date 12/26/01 Book 339 Page 206 Instrument # 175684

Full Value (property Interest Conveyed) \$ 118,643.01

Less Assum Liens & Encumbrances - \_\_\_\_\_

Taxable Value (NRS 375.010, Section 2) \$ 118,643.01

Real Property Transfer Tax Due \$ 154.70

APN # \_\_\_\_\_

If Exempt, state reason NRS 375.090, Section \_\_\_\_\_ Explain: \_\_\_\_\_

0-360-00

INDIVIDUAL

Under penalty of perjury, I hereby declare that the above statements are correct.

R. S. Adler  
Signature of Declarant  
RICHARD ADLER, ATTORNEY  
Name (Please Print)  
440 Hamilton Ave  
Address  
White Plains, N 10601  
City State Zip

ESCROW HOLDER

Under penalty of perjury, I hereby declare that the above statements are correct to the best of my knowledge based upon the information available to me in the documents contained in the escrow file.

\_\_\_\_\_  
Signature of Declarant  
\_\_\_\_\_  
Name (Please Print)  
\_\_\_\_\_  
Escrow Number  
\_\_\_\_\_  
Firm Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City State Zip

NTC 6/22/93