

Official RecordRecording requested By
NEVADA LAND & RESOURCE CO LLC

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$43.00

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RPTT

Recorded By: FES

Book- 0484 Page- 0372

APN: EU 004-360-12

After Recording Return To:
TMO CA/NV, LLC
Attn: Rick DaCruz
1755 Creekside Drive, Suite 190
Sacramento, California 95833



**GRANT OF EASEMENT
FOR
UNDERGROUND TELECOMMUNICATION FACILITIES**

THIS GRANT OF EASEMENT, made and entered into on this 8th day of December, 2008, by and between **NEVADA LAND AND RESOURCE COMPANY LLC**, a Nevada limited liability company, (hereinafter referred to as "Grantor"), and **TMO CA/NV, LLC**, a Nevada limited liability company, (hereinafter referred to as "Grantee").

WITNESSETH:

GRANTOR owns certain real property situate in the County of EUREKA, State of NEVADA, as depicted on Exhibit "B" attached hereto ("Grantor's Property"). Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors, assigns and agents, a permanent and non-exclusive easement and right of way and a temporary construction easement to construct, alter, maintain, inspect, repair, reconstruct, add to and operate one or more underground telecommunication lines, consisting of one or more circuits, together with conduit, fiber, cable, fixtures and appurtenances connected therewith, (hereinafter called "Utility Facilities"), on, over, under and across a portion Grantor's Property, to-wit:

SEE EXHIBITS "A" & "B" ATTACHED HERETO AND MADE PART HEREOF

IT IS FURTHER AGREED:

1. Grantee shall have at all times ingress and egress to the Grantor's Property from a public roadway and the right to access the easement areas described and depicted on Exhibits "A" and "B" from and across Grantor's Property for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities.
2. Grantee shall be responsible for any damage to personal property or improvements, suffered by Grantor by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Utility Facilities by Grantee.

3. Grantee will at all times save and hold harmless Grantor with respect to any and all loss, damage or liability suffered or sustained by reason of any injury or damage to any person or property, to the extent caused by the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities by Grantee.

4. Grantor shall not erect or construct, nor permit to be erected or constructed any buildings, fences or structures, nor permit any activity which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement. Other Utility Facilities as might be introduced by Grantor within the easement area shall be acceptable as long as prior notice is provided to Grantee.

5. Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from said easement, which in the reasonable judgment of Grantee may interfere with or endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

6. Grantee shall have the right to cut down or trim all trees within, adjacent to and outside said easement which may in the reasonable judgment of Grantee endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing and operating of said Utility Facilities.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AN TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors, agents and assigns forever.



IN WITNESS WHEREOF, Grantor has caused these presents duly to be executed the day and year first above written.

GRANTOR:

NEVADA LAND AND RESOURCE COMPANY, LLC

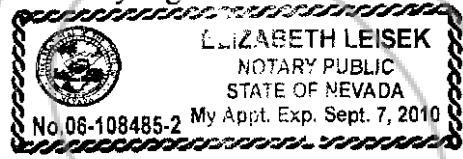
[Handwritten Signature]
(SIGNATURE) 12-8-08
Date

Stephen D. Harmon, Vice President
(PRINT NAME AND TITLE)

STATE OF NEVADA
COUNTY OF Garden City

This instrument was acknowledged before me, a Notary Public, on the 8th day of December, 2008, by Stephen D. HARTMAN.

[Handwritten Signature]
Notary Signature



"EXHIBIT A"

T-Mobile
SITE NAME: SN112 TUSCARORA
SITE No: SC09112A

PERMANENT UTILITIES EASEMENT

All that certain easement situate within a portion of the West 1/2 of Section Seventeen (17), Township Thirty-Two (32) North, Range Fifty-One (51) East, Mount Diablo Meridian, Eureka County, Nevada, said easement being more particularly described as follows:

COMMENCING at the West 1/4 Corner of said Section 17:

THENCE North 84°45'15" East, 519.46 feet to the southeast corner of Parcel 1, as shown on Record of Survey Map, File No. 121435, in the Official Records of Eureka County, Nevada;

THENCE along the easterly line of said Parcel 1, North 01°39'24" East, 11.27 feet to the POINT OF BEGINNING;

THENCE continuing along said easterly line, North 01°39'24" East, 10.79 feet;

THENCE leaving said easterly line, South 66°16'35" East, 851.12 feet to the northwesterly right-of-way line of Interstate Route 80 as described in Deed to the State of Nevada recorded December 14, 1965 as instrument No. 41561 in Book 9, Page 234, in the Official Records of Eureka County, Nevada, said point being on a non-tangent curve to the right to which point a radial line bears South 30°12'26" East;

THENCE along said northwesterly right-of-way line, 12.38 feet along the arc of a 7300.00 foot radius curve, through a central angle of 00°05'50";

THENCE leaving said northwesterly right-of-way line, North 66°16'35" West, 839.77 feet to the POINT OF BEGINNING.

Said Easement contains 8,455 Square Feet, more or less.

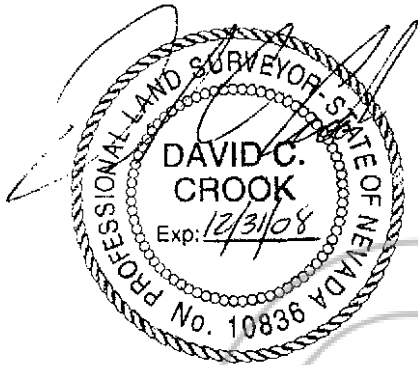
TEMPORARY CONSTRUCTION EASEMENT

Together with a 20 foot wide Temporary Construction Easement as shown on Exhibit "B".

BASIS OF BEARING:

The basis of bearing for this description is the westerly line of Parcel 1 as shown on Record of Survey Map, File No. 121435, take as North 01°39'24" West.

NOTE: This land description is provided as a convenience and is not intended to be used for the purpose of subdividing land not in conformance with Nevada Revised Statutes.



Date 8/6/08
David C. Crook, P.L.S.
Nevada Certificate No. 10836



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