

APN#

07-340-08

Recording Requested by:

Name: First American Title Insurance
Company

Address: 5310 Kietzke Lane, Suite 100

City/State/Zip: Reno, NV 89511-2043

Order Number: 121-2414036

DOC# 219463

01/12/2012

03:22PM

Official Record

Requested By
FIRST AMERICAN TITLE RENO

Eureka County - NV
Mike Rebaleati - Recorder

Page: 1 of 34

Fee: \$47.00

Recorded By FS

RPTT: \$0.00

Book- 0527 Page- 0263



0219463

When recorded mail to:
Sierra Pacific Power d/b/a
NV Energy
7155 Lindell Road
Las Vegas, NV 89118
Attn: Michael Zaccagnino

**General Assignment and Assumption
Agreement**

(Title of Document)

(for Recorder's use only)

Recorder Affirmation Statement

Please complete Affirmation Statement below:

☒ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

☐ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

Signature

Sr. Escrow Officer

Title

Margie Roma

Print Signature

This instrument is being recorded as an "Accommodation Only" by First American Title Insurance Company and has not been examined as to its validity, execution or its effect upon title, if any.

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

(Additional recording fee applies)

DOC # 355836

01/12/2012

02:58 PM

Official Record

Recording requested By
First American Title Reno

White Pine County - NV

Martha Rivera Sindelar - Recorder

Fee: \$70.00

Page 1 of 32

RPT: 0.00

Recorded by: CS

Book- 577

Page- 0159



355836

APN#

009-338-01

Recording Requested by:

Name: First American Title Insurance
Company

Address: 5310 Kietzke Lane, Suite 100

City/State/Zip: Reno, NV 89511-2043

Order Number: 121-2414036

When recorded mail to:
Sierra Pacific Power d/b/a
NV Energy
7155 Lindell Road
Las Vegas, NV 89118
Attn: Michael Zaccagnino

General Assignment and Assumption
Agreement

(Title of Document)

(for Recorder's use only)

Recorder Affirmation Statement

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-OR-

☐ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

Margie Roma
Signature

Sr. Escrow Officer

Title

Margie Roma

Print Signature

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This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

(Additional recording fee applies)



219463

Book: 527 01/12/2012
Page: 264 2 of 34

APN#

009-338-01

Recorded Electronically	
ID	355836
County	White Pine
Date	1-12-2012 Time 2:58
Simplifile.com 800.460.5657	

Recording Requested by:

Name: First American Title Insurance
Company

Address: 5310 Kietzke Lane, Suite 100

City/State/Zip: Reno, NV 89511-2043

Order Number: 121-2414036

When recorded mail to:
Sierra Pacific Power d/b/a
NV Energy
7155 Lindell Road
Las Vegas, NV 89118
Attn: Michael Zaccagnino

General Assignment and Assumption
Agreement

(Title of Document)

(for Recorder's use only)

Recorder Affirmation Statement

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-OR-

☐ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

Margie Roma
Signature

Sr. Escrow Officer

Title

Margie Roma

Print Signature

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This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

(Additional recording fee applies)



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Book: 527 01/12/2012
Page: 265 3 of 34

DOC # 424939

01/12/2012

02:04 PM

Official Record

Recording requested By
FIRST AMERICAN TITLE RENO

Churchill County - NV

Joan Sims - Recorder

Page 1 of 30

Fee: \$68.00

Recorded By: TH

RPTT: \$0.00

APN#

002-491-01

Recording Requested by:

Name: First American Title Insurance
Company

Address: 5310 Kietzke Lane, Suite 100

City/State/Zip: Reno, NV 89511-2043

Order Number: 121-2414036



424939

When recorded mail to:
Sierra Pacific Power d/b/a
NV Energy
7155 Lindell Road
Las Vegas, NV 89118
Attn: Michael Zaccagnino

General Assignment and Assumption
Agreement

(Title of Document)

(for Recorder's use only)

Recorder Affirmation Statement

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-OR-

☐ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

Signature

Sr. Escrow Officer

Title

Margie Roma

Print Signature

This instrument is being recorded as an "Accommodation Only" by First American Title Insurance Company and has not been examined as to its validity, execution or its effect upon title, if any.

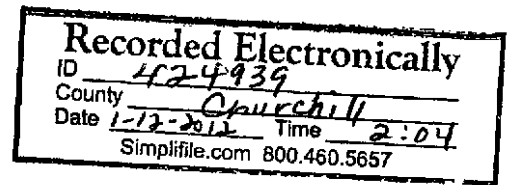
This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

(Additional recording fee applies)



219463

Book: 527 01/12/2012
Page: 266 4 of 34



APN# 002-291-01

Recording Requested by:

Name: First American Title Insurance
Company
Address: 5310 Kietzke Lane, Suite 100
City/State/Zip: Reno, NV 89511-2043
Order Number: 121-2414036

When recorded mail to:
Sierra Pacific Power d/b/a
NV Energy
7155 Lindell Road
Las Vegas, NV 89118
Attn: Michael Zaccagnino

General Assignment and Assumption
Agreement
(Title of Document)

(for Recorder's use only)

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-OR-

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(State specific law)

Margie Roma Sr. Escrow Officer
Signature Title
Margie Roma
Print Signature

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(Additional recording fee applies)

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Page: 267 5 of 34

GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of DECEMBER 30, 2011 (the "Effective Date"), by and between **AT&T CORP.**, a New York corporation, ("Assignor") and **SIERRA PACIFIC POWER COMPANY**, a Nevada corporation d/b/a NV Energy ("Assignee"), is being delivered pursuant to the Purchase and Sale Agreement (the "Agreement"), dated as of SEPTEMBER 14, 2011, between Assignor (as "AT&T") and Assignee (as "Buyer").

RECITALS

A. Pursuant to the Agreement, Assignor agreed to sell to Assignee the Improvements on portions of BLM land identified on Exhibit "A" to the Agreement (the "Improvements") in exchange for the payment of the Purchase Price. Assignor and Assignee agreed to assume and discharge all of the obligations of the other in, to and under the portions of the BLM Grant being assigned to Assignee and the portion being relinquished to AT&T identified on Exhibit "C-1" hereto; and

B. The execution and delivery of this Assignment by Assignor and Assignee, respectively, is a condition to the obligations of the other party to consummate the transactions contemplated by the Agreement with respect to the portions of BLM Grant identified on said Exhibit "C-1".

NOW, THEREFORE, in consideration of the sale of the Improvements identified on Exhibit "A" to the Agreement by Assignor as AT&T, the assumption of the obligations hereunder by Assignor and Assignee, the payment of the Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

SECTION 1.

a) Assignment of a portion of the AT&T Grant by Assignor. Subject to the approval by BLM, Assignor hereby relinquishes, grants, assigns and transfers to Assignee, as of the Effective Date hereof, all of Assignor's right, title and interest in and to the portions of the AT&T Grant described on Exhibit "C-1", and attached hereto as Exhibit "C-2", with final legal descriptions and maps reflecting the portions of the Sites being assigned to Assignee, attached hereto as Exhibit "C-3".

b) Relinquishment of a portion of the SPPC Grant by Assignee. Subject to the approval of BLM, Assignee hereby relinquishes, grants, assigns and transfers to Assignor, as of the Effective Date hereof, all of Assignee's right, title and interest in and to the portions of the SPPC Grant described on Exhibit "C-1", and attached hereto as Exhibit "C-2", with final legal descriptions and maps reflecting the portions of the Sites being relinquished and assigned to Assignor, attached hereto as Exhibit "C-3".

SECTION 2. Assumption of Liabilities. As of the Effective Date, the parties hereby assume and agree to perform all obligations of the other under the portions of the BLM Grant described on Exhibit C-1 hereto and, to assume, release and indemnify the other from and against, all liabilities relating to, or arising in connection with said portions of BLM Grant and/or the operation, ownership, use or occupancy of the Sites (as defined in the Agreement) from and after the Effective Date.



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SECTION 3. Defined Terms. All defined terms used but not defined herein shall have their respective meanings set forth in the Agreement.

SECTION 4. Assignment. Assignee may not assign this Agreement or any of its rights or duties thereunder to any party without the prior written consent of Assignor. Assignee may, in its sole discretion, however assign this Agreement with written notice, but without the consent of Assignor, to any affiliate, subsidiary, parent corporation or successor corporation in any merger. Any permitted assignment shall not relieve Assignee of its obligations hereunder.

SECTION 5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to the choice of law principles thereof.

SECTION 6. Counterparts; Exhibits. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts for purposes of this Section; provided receipt of copies of such counterparts is confirmed. The Attachments referenced in and attached to this Assignment will be deemed an integral part hereof to the same extent as if written at length herein.

SECTION 7. Mutual Authority. Assignor and Assignor represent and warrant to each other that they have full right, power and authority to enter into this Assignment without the consent or approval of any other entity or person and make these representations knowing that the other party will rely thereon.

SECTION 8. Entire Agreement. This Assignment constitutes the entire agreement between the parties and supersedes all prior written or oral under-standings of the parties, all of which are merged herein.

SECTION 9. Modification. This Assignment may not be modified or changed in any respect except by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first above written.

AT&T CORP.,
a New York corporation

SIERRA PACIFIC POWER COMPANY,
a Nevada corporation d/b/a NV Energy

By: Francis C. Bishop
Name: FRANCIS C BISHOP
Title: DIRECTOR - REAL ESTATE TRANSACTIONS

By: Jamuel Saavedra
Name: Jamuel Saavedra
Title: Director Land Services

California All-Purpose Acknowledgment

State of California

County of Contra Costa

S.S.

On 9/7/11 before me, Troy MacDonald, Notary Public

Name of Notary Public, Title

personally appeared Francis C. Bishop

Name of Signer (1)

Name of Signer (2)

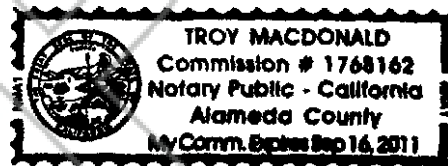
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Signature of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of General Assignment and Assumption Agreement

containing pages, and dated

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other:

representing:

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # Entry #

Notary contact:

Other

☐ Additional Signer ☐ Signer(s) Thumbprint(s)

☐



ASSIGNOR ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

SEE ATTACHED

BEFORE ME, the undersigned authority, on this _____ day of _____, 2011, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as a _____ of AT&T Corp., and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the corporation.

(SEAL)

Notary Public for the State of _____
Signature: _____
Print Name: _____
Residing at: _____
Commission date: _____
My commission expires: _____

ASSIGNEE ACKNOWLEDGMENT

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me on JUNE 20th, 2011 by JAMES E. SAAVEDRA as
DIRECTOR of LAND SERVICES.



Signature of Notarial Officer



Notary Statement and/or Seal



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EXHIBIT C-1

Portion being assigned to Assignee

1. LAHONTAN, NV: SE ¼ - 0.79 acre
2. SALT FLATS, NV: NE ¼ - 0.74 acre
3. EDWARDS CREEK, NV: SE ¼ - 0.79 acre
4. CAPE HORN, NV: SE ¼ - 0.79 acre
5. EUREKA, NV: NW ¼ - 0.73 acre
6. MOORMAN, NV: NW ¼ - 0.73 acre
7. ELY, NV: SW ¼ - 0.79 acre

Portion being relinquished to Assignor

1. LAHONTAN, NV: NE ¼ - 0.5 acre
2. SALT FLATS, NV: NW ¼ - 0.5 acre
3. EDWARDS CREEK, NV: NE ¼ - 0.5 acre
4. CAPE HORN, NV: NE ¼ - 0.5 acre
5. EUREKA, NV: SW ¼ - 0.5 acre
6. MOORMAN, NV: SW ¼ - 0.5 acre
7. ELY, NV: SE ¼ - 0.5 acre



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Book: 527 01/12/2012
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EXHIBIT C-2

COPY



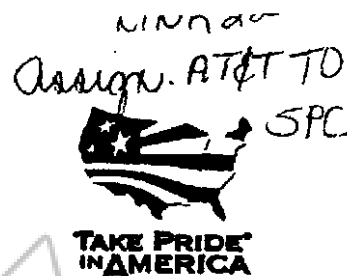
219463

Book: 527 01/12/2012
Page: 273 11 of 34



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Nevada State Office
P.O. Box 12000 (1340 Financial Blvd)
Reno, Nevada 89520-0006
<http://www.nv.blm.gov>



In Reply Refer To:
2862 (NV-040)
N-76179/UTU-80667

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

OCT 27 2005

DECISION

Assignee

Sierra Pacific Communications
P.O. Box 30150
Reno, NV 89520-3150

: FLPMA Title V
: Fiber Optic Cable Line
: Right-of-Way

Assignor

AT&T Corp.
3001 Cobb Parkway, NW, Rm. 162
Atlanta GA 30339

ASSIGNMENT OF RIGHT-OF-WAY GRANT ISSUED RENT RECEIVED

According to the regulations contained in 43 CFR 2807.21, the assignment from AT&T Corporation to Sierra Pacific Communications (N-76179/UTU80667) is hereby accepted, approved, and will be noted to the public land records. Rental in the amount of \$2,413.19 was received on October 3, 2005. Subsequent rental payments will be due at the beginning of the calendar year starting January 1, 2007. Future billings will reflect the latest adjusted schedule as published in the Federal Register.

The assignment of this grant was executed on October 18, 2005, by the authorized officer. A copy of the original ROW Grant that was issued on August 8, 2003, to AT&T Corporation is attached with Exhibits A and B made part of the grant.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulation 43 CFR 4.21 (58 FR 4939, January 19, 1993) or 43 CFR 2801.10 for a stay of the effectiveness of this decision during the time that your



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Page: 274 12 of 34

appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named on this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

If you have any questions, please call Brenda Linnell at (775) 289-1808 or e-mail to Brenda_Linnell@nv.blm.gov.

/S/ Jeffrey A. Weeks

Jeffrey A. Weeks
Assistant Field Manager
Nonrenewable Resources

Cc: Clara Stevens, Fillmore FO
Charles Lane (NV-063)
Ken Nelson (NV-033)

3. Enclosures

1. Form 1842-1
2. Original Form 2800-14 ROW Grant
3. Exhibits A & B



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Book: 527 01/12/2012
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United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Nevada State Office
P.O. Box 12000 (1340 Financial Blvd)
Reno, Nevada 89520-0006
<http://www.nv.blm.gov>



In Reply Refer To:
2862 (NV-040)
N-76179/UTU-80667
N-66394/UTU-78850

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

OCT 27 2005

DECISION

Assignee

Sierra Pacific Communications
P.O. Box 30150
Reno, NV 89520-3150

: FLPMA Title V
: Fiber Optic Cable Line
: Right-of-Way

Assignor

AT&T Corp.
3001 Cobb Parkway, NW, Rm. 162
Atlanta GA 30339

PARTIAL ASSIGNMENT ACCEPTED

On October 17, 2005, Sierra Touch America assigned right-of-way N-66394/UTU-78850 to AT&T Corporation. This right-of-way grant authorized AT&T Corporation the right to construct, operate, maintain, and terminate a long haul fiber optic cable line, and other associated ancillary facilities from Reno, Nevada to Spanish Fork, Utah. Included in the right-of-way grant were 11 Optical Amplification (OA) sites which contained 3 acres each. On January 5, 2005, the BLM received a letter from AT&T Corporation requesting the assignment of .5 acres of each of the 11, 3 acre OA sites to Sierra Pacific Communications upon completion of the assignment discussed above. According to the regulations contained in 43 CFR 2807.21, the partial assignment from AT&T Corporation to Sierra Pacific Communications (N-76179/UTU80667) of .5 acres of each of the 11, 3-acre OA sites is hereby accepted, approved, and will be noted to the public land records. No additional rent will be charged. Rent was paid for the entire grant under right-of-way grant N-76179/UTU-80667, which in the future will include the .5 acre sites.

The assignment of the .5 acres of each of the 11, 3-acre sites becomes effective on the date this decision is signed by the authorized officer.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within



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30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulation 43 CFR 4.21 (58 FR 4939, January 19, 1993) or 43 CFR 2801.10 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named on this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

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- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

If you have any questions, please call Brenda Linnell at (775) 289-1808 or e-mail to Brenda_Linnell@nv.blm.gov.

/S/ Jeffrey A. Weeks

Jeffrey A. Weeks
Assistant Field Manager
Nonrenewable Resources

Cc: Clara Stevens, Fillmore FO
Charles Lane (NV-063)
Ken Nelson (NV-033)

- I. Enclosures
1. Form 1842-1



219463

Book: 527 01/12/2012
Page: 277 15 of 34



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Nevada State Office
P.O. Box 12000 (1340 Financial Blvd)
Reno, Nevada 89520-0006
<http://www.nv.blm.gov>



In Reply Refer To:
2862 (NV-040)
N-76179/UTU-80667

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

SEP 29 2005

DECISION

Assignee

Sierra Pacific Communications
C/O William E. Peterson
6100 Neil Rd. Ste. 555
Reno, NV 89511

: FLPMA Title V
: Fiber Optic Cable Line
: Right-of-Way

Assignor

AT&T Corp.
3001 Cobb Parkway, NW, Rm. 162
Atlanta GA 30339

ASSIGNMENT OF RIGHT-OF-WAY GRANT OFFERED RENTAL DETERMINATION

On August 17, 2005, the BLM received a letter from AT&T requesting the assignment of their Right-of-Way (ROW) Grant N-76179/UTU80667 to Sierra Pacific Communications. The above ROW authorizes a fiber optic line that is 10 feet wide and approximately 373 miles long, which gives the holder the authority to operate and terminate a buried fiber optic cable and its fibers inclusive installed with plastic conduit and ancillary facilities. An additional assignment of .5 acres of each of the 11 three-acre Optical Amplification (OA) sites will be assigned in a separate decision.

According to 43 CFR 2806.10, before a ROW can be issued, the required rental payment must be received. Therefore, rental in the amount of \$2,413.19 is required for the period November 1, 2005 to December 31, 2006. Please remit check or money order for the amount of \$2,413.19, made out to U.S. Department of Interior, BLM, within 30 days of receipt of this Decision. All subsequent payments will be due at the beginning of the calendar year starting January 1, 2007. Future billings will reflect the latest adjusted schedule as published in the Federal Register or as authorized through approved Bureau guidance.

The BLM recently published new right-of-way regulations which became effective on June 21, 2005. One important provision of these new regulations concerns the billing and collection of rent for linear right-of-way grants (see attached letter). All ROW holders' whose annual rent exceeds \$100.00 per year may continue to pay nonrefundable rent annually or may opt to pay rent for a number of years, including the remaining term on their grant. If you would prefer to pay for a longer period of time, please contact our office with your request.



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The applicant is allowed 30 days from receipt of this decision within which to submit the rent as identified above. Upon receipt of the rent, the assignment will be issued.

A copy of the original ROW Grant that was issued on August 8, 2003 to AT&T Corp. along with Exhibits A & B will be mailed to you with issuance of the assignment.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

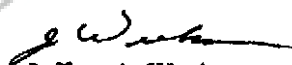
If you wish to file a petition pursuant to regulation 43 CFR 4.21 (58 FR 4939, January 19, 1993) or 43 CFR 2801.10 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named on this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

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- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

If you have any questions, please call Brenda Linnell at (775) 289-1808 or e-mail to Brenda_Linnell@nv.blm.gov.


Jeffrey A. Weeks
Assistant Field Manager
Nonrenewable Resources

cc: Clara Stevens, Fillmore FO
Charles Lane (NV-063)
Ken Nelson (NV-033)

2 Enclosures

1. Form 1842-1
2. Bill for Collection



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United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Nevada State Office
P.O. Box 12000 (1340 Financial Blvd)
Reno, Nevada 89520-0006
<http://www.nv.blm.gov>

KCA. 10.23-03
pu



In Reply Refer To:
2862 (NV-040)
N-66394/UTU-78850

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

OCT 19 2005

DECISION

Assignee

AT&T Corp.
3001 Cobb Parkway, NW, Rm. 162
Atlanta GA 30339

: FLPMA Title V
: Fiber Optic Cable Line
: Right-of-Way

Assignor

Sierra Touch America, LLC
1575 Delucchi Lane
Suite 204
Reno, NV 89502

ASSIGNMENT OF RIGHT-OF-WAY GRANT ISSUED
ASSIGNMENT OF TEMPORARY USE PERMIT ISSUED
RENTAL RECEIVED
RECLAMATION BOND ACCEPTED
CULTURAL BOND ACCEPTED

According to the regulations contained in 43 CFR 2807.21, the assignment from Sierra Touch America, LLC, to AT&T Corporation is hereby accepted, approved, and will be noted to the public land records. Rental on this grant has been paid through December 31, 2005. Subsequent rental payments will be due at the beginning of the calendar year starting January 1, 2006. Future billings will reflect the latest adjusted schedule as published in the Federal Register.

The assignment of this grant was executed on October 17, 2005, by the authorized officer. A copy of the original ROW Grant that was issued on August 6, 2003, to AT&T Corporation is attached with Exhibits A and B made part of the grant. *May 14, 2006 Sierra Pacific Corp.*

AT&T Corporation is hereafter referred to as the holder. The holder is bound by all of the terms and conditions of the original grant.

In addition to rent for this project, the cultural and reclamation bonds have been received and accepted by the BLM.

Also attached to this decision is your copy of the final Cost Recovery Decision which was signed on October 17, 2005. A check in the amount of \$30,000 was received on October 7, 2005 and has been applied to your account.



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This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulation 43 CFR 4.21 (58 FR 4939, January 19, 1993) or 43 CFR 2801.10 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named on this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

If you have any questions, please call Brenda Linnell at (775) 289-1808 or e-mail to Brenda_Linnell@nv.blm.gov.

Jeffrey A. Weeks

Jeffrey A. Weeks *acting*
Assistant Field Manager
Nonrenewable Resources

Cc: Clara Stevens, Fillmore FO
Charles Lane (NV-063)
Ken Nelson (NV-033)

4. Enclosures

1. Form 1842-1
2. Original Form 2800-14 ROW Grant
3. Exhibits A & B
4. Executed Cost Recovery Agreement



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Page: 281 19 of 34

EXHIBIT C-3

COPY



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Book: 527 01/12/2012
Page: 282 20 of 34



W.O. #:COA35H5CAC
USDI/BLM
APN: 002-491-01

EXHIBIT "A"

A portion of the Southeast Quarter of Section 9, Township 16 North, Range 32 East, M.D.M., Churchill County, Nevada; situated within that Parcel of land described on a Record of Survey & Topographic Map of the Salt Flats Optical Amplifier Site for Sierra Pacific Communications, recorded as File Number 343270 on May 6, 2002, Official Records of Churchill County, Nevada.

Commencing at a USGS Brass Cap marking the Southeast corner of Section 9, Township 16 North, Range 32 East;

Thence North 29°25'22" West, 974.61 feet;

Thence North 19°24'04" East 250.00 feet;

Thence South 89°56'22" West, 182.61 feet to the POINT OF BEGINNING;

Thence continuing South 89°56'22" West, 92.39 feet;

Thence North 19°24'04" East, 250.00 feet;

Thence North 89°56'22" East, 92.39 feet;

Thence South 19°24'04" West, 250.00 feet to the POINT OF BEGINNING.

Said Easement contains .50 Acres more or less.

See Exhibit "B" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is said Record of Survey Map.

Prepared by Seth Horm.

1 of 1

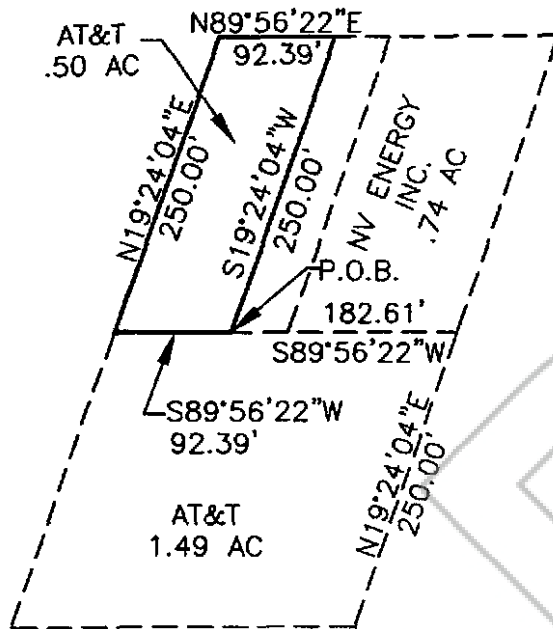
P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 10100, RENO, NEVADA 89520-0024 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com



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EXHIBIT B



SCALE: 1" = 150'

P.O.C.
SE CORNER USGS BRASS CAP
SECT 9, T16N, R32E



6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP
SALT FLATS OA SITE
USDI/BLM

A.P.N. 002-491-01

SEC. 9, T. 16 N., R. 32 E., M.D.M.
CHURCHILL COUNTY NEVADA

02/03/11

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COA35H5CAC-Saltflats OA Site.dwg <sh23446> 18Feb11-12:23



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W.O. #:COA35H5CAC
USDI/BLM
APN: 03-351-01

EXHIBIT "A"

A portion of the North half of Section 3, Township 19 North, Range 38 East, M.D.M., Churchill County, Nevada; situated within that Parcel of land described on a Record of Survey & Topographic Map of Edwards Creek Optical Amplifier Site for Sierra Pacific Communications, recorded as File Number 343268 on May 6, 2002, Official Records of Churchill County, Nevada.

Commencing at a Brass Cap marking the North Quarter corner of Section 3, Township 19 North, Range 38 East;

Thence South 25°12'37" East, 1364.55 feet;

Thence North 25°24'18" West, 187.87 feet to the POINT OF BEGINNING;

Thence South 64°37'31" West, 250.00 feet;

Thence North 25°24'18" West, 87.13 feet;

Thence North 64°37'31" East, 250.00 feet;

Thence South 25°24'18" East, 87.13 feet to the Southeasterly corner of said parcel and the POINT OF BEGINNING.

Said Easement contains .50 Acres more or less.

See Exhibit "B" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is said Record of Survey Map.

Prepared by Seth Horm.

1 of 1

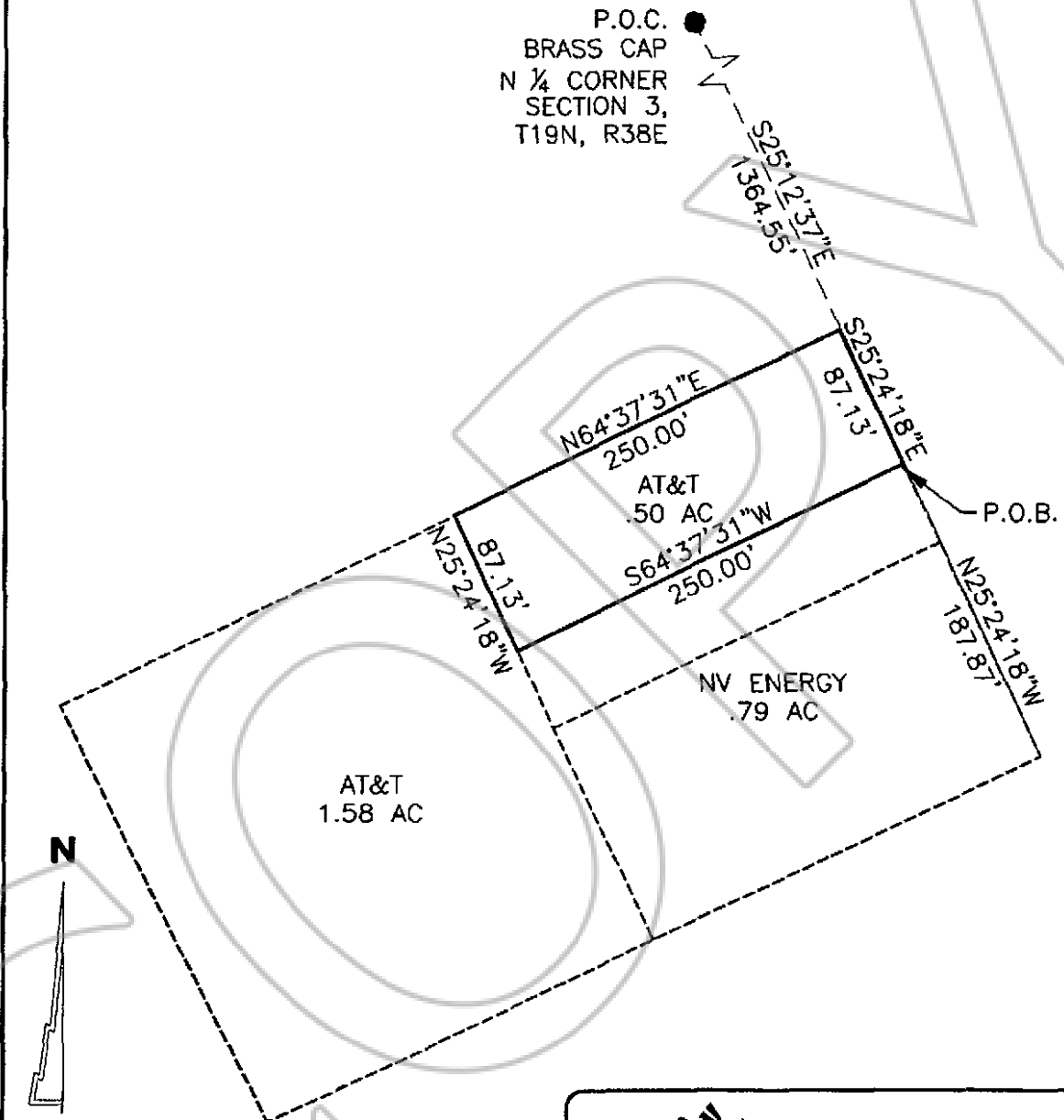


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EXHIBIT B

P.O.C.
BRASS CAP
N ¼ CORNER
SECTION 3,
T19N, R38E



6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP
EDWARDS CREEK OA SITE
USDI/BLM

A.P.N. 003-351-01

SEC. 3, T. 19 N., R. 38 E., M.D.M.

CHURCHILL COUNTY

NEVADA

02/03/11

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W.O. #:COA35H5CAC
USDI/BLM
APN: 07-091-17

EXHIBIT "A"

A portion of the Southwest quarter of Section 16, Township 19 North, Range 27 East, M.D.M., Churchill County, Nevada; situated within that Parcel of land described on a Record of Survey & Topographic Map of Lahontan Optical Amplifier Site for Sierra Pacific Communications, recorded as File Number 343269 on May 6, 2002, Official Records of Churchill County, Nevada.

Commencing at a 6"x6" Concrete Monument, said point also being the East 1/4 corner of Section 16, Township 19 North, Range 27 East;

Thence South 74°52'29" West, 3121.34 feet;

Thence South 73°54'36" West, 250.00 feet;

Thence North 16°04'32" West, 187.88 feet to the POINT OF BEGINNING;

Thence continuing North 16°04'32" West, 87.12 feet;

Thence North 73°55'04" East, 250.00 feet;

Thence South 16°04'32" East, 87.12 feet;

Thence South 73°55'04" West, 250.00 feet to the POINT OF BEGINNING.

Said Easement contains .50 Acres more or less.

See Exhibit "B" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is said Record of Survey Map.

Prepared by Seth Horm.

1 of 1

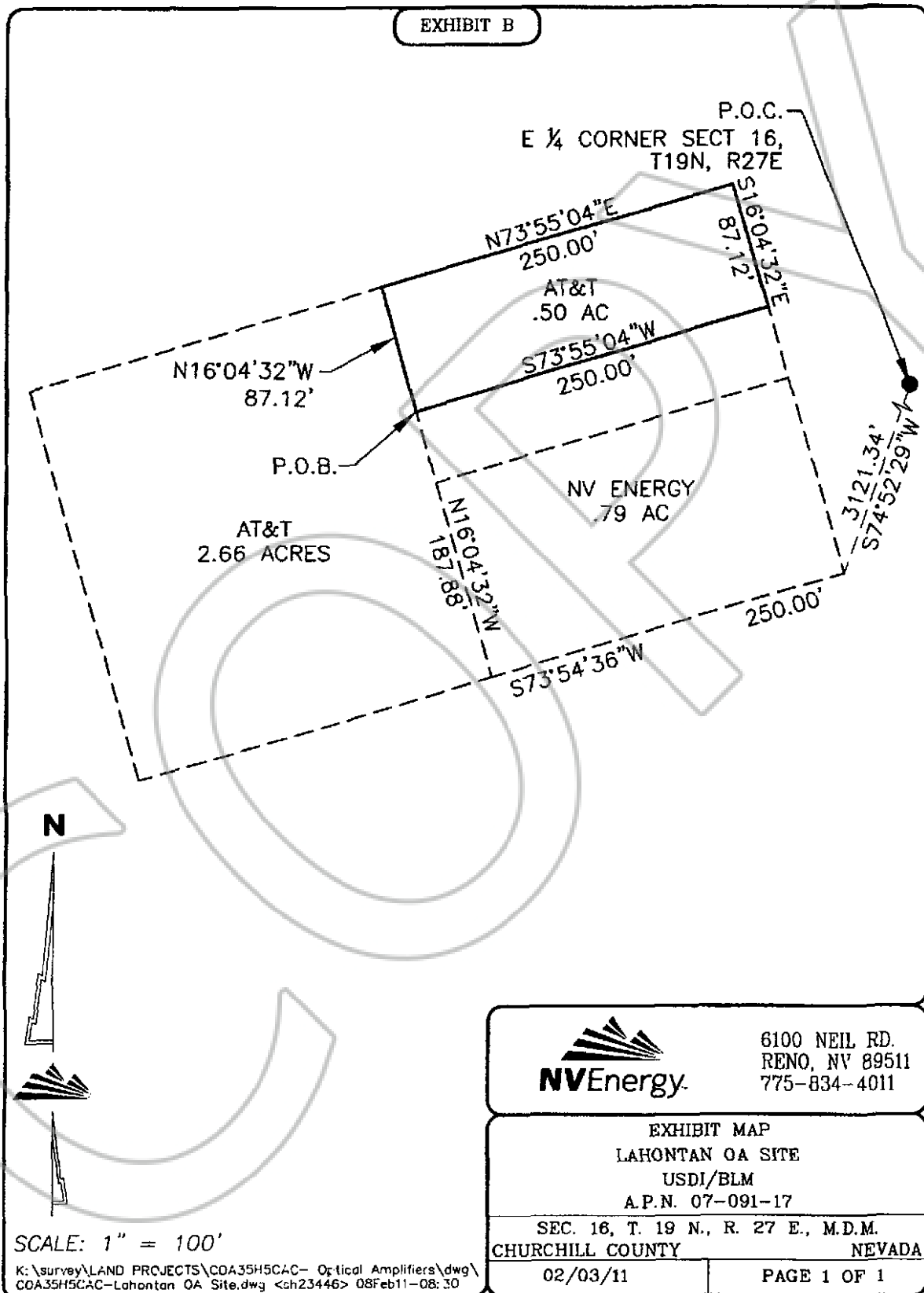
P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 10100, RENO, NEVADA 89520-0024 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com



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EXHIBIT B



6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP
LAHONTAN OA SITE
USDI/BLM
A.P.N. 07-091-17

SEC. 16, T. 19 N., R. 27 E., M.D.M.
CHURCHILL COUNTY NEVADA

02/03/11

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SCALE: 1" = 100'

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W.O. #:COA35H5CAC
USDA/BLM
APN: 009-338-01

EXHIBIT "A"

A portion of the Southeast Quarter of Section 9, Township 17 North, Range 59 East, M.D.M., White Pine County, Nevada; situated within that Parcel of land described on a Record of Survey & Topographic Map of the Moorman Optical Amplifier Site for Sierra Pacific Communications, recorded as File Number 313910 on May 3, 2002, Official Records of White Pine County, Nevada.

Commencing at 5/8" Rebar & Cap PLS 2898, marking the NE corner of Section 9, Township 17 North, Range 59 East;

Thence South 29°46'01" West, 3467.89 feet, to the beginning of a curve to the right, having a radius of 2200.00 feet;

Thence along the arc of said curve through a central angle of 09°12'43", a distance of 251.38 feet;

Thence South 07°53'04" East, 159.93 feet, to the POINT OF BEGINNING;

Thence South 82°36'28" West, 249.31 feet;

Thence South 07°53'04" East, 37.60 feet;

Thence South 64°15'51" East, 104.56 feet;

Thence North 84°47'38" East, 162.42 feet;

Thence North 07°53'04" West, 101.55 feet to the POINT OF BEGINNING.

Said Easement contains .50 Acres more or less.

See Exhibit "B" attached hereto and made a part thereof.

**The Basis of Bearings for this Exhibit is said Record of Survey Map.
Prepared by Seth Horm.**

1 of 1

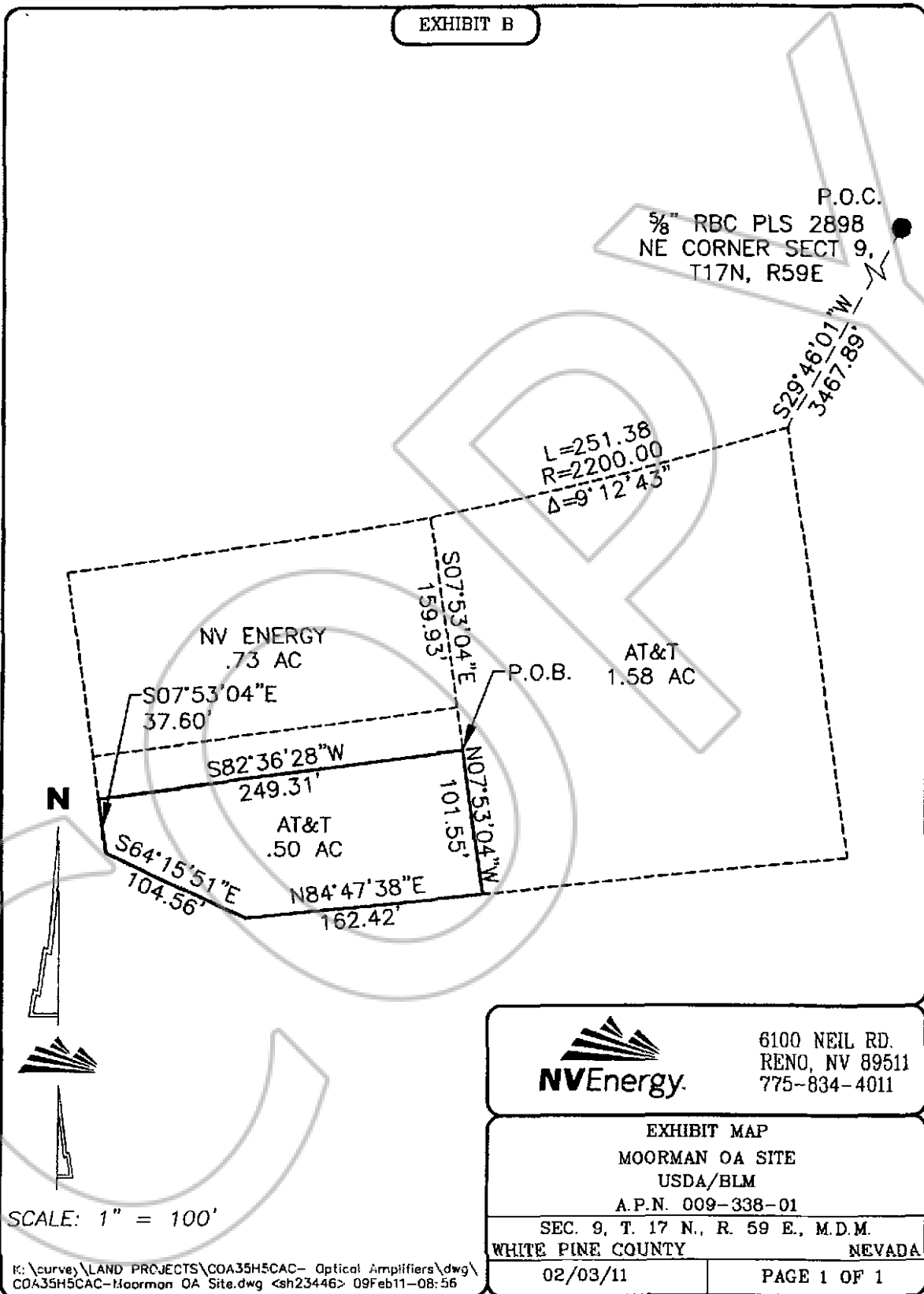
P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 10100, RENO, NEVADA 89520-0024 6100 NEIL ROAD, RENO, NEVADA 89511 nvanergy.com



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EXHIBIT B



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W.O. #:COA35H5CAC
USDI/BLM

EXHIBIT "A"

A portion of the Northeast Quarter of Section 35, Township 16 North, Range 63 East, M.D.M., White Pine County, Nevada; situated within that Parcel of land described on a Record of Survey & Topographic Map of the Ely Optical Amplifier Site for Sierra Pacific Communications, recorded as File Number 313912 on May 3, 2002, Official Records of White Pine County, Nevada.

Commencing at a BLM Brass Cap marking the Northeast corner of Section 35, Township 16 North, Range 63 East;

Thence South 67°29'02" West, 2844.63 feet;

Thence South 30°50'22" East 250.00 feet to the POINT OF BEGINNING;

Thence continuing South 30°50'22" East, 250.00 feet;

Thence South 59°09'40" West, 87.88 feet;

Thence North 30°50'22" West, 250.00 feet;

Thence North 59°09'40" East, 87.88 feet to the POINT OF BEGINNING.

Said Easement contains .50 Acres more or less.

See Exhibit "B" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is said Record of Survey Map.

Prepared by Seth Horm.

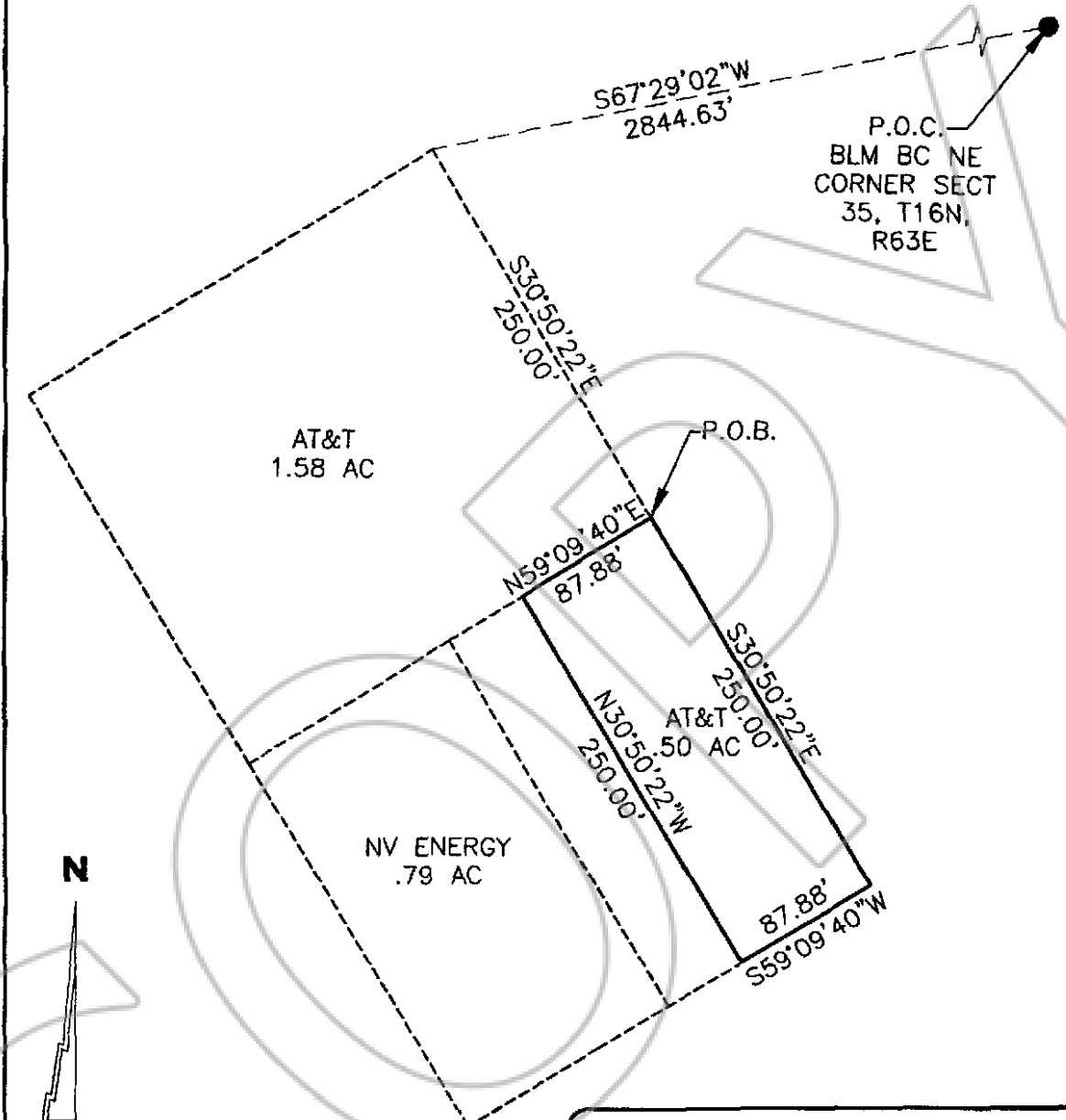
1 of 1



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EXHIBIT B



SCALE: 1" = 100'

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6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP
ELY OA SITE
USDI/BLM
A.P.N.

SEC. 35, T. 16 N., R. 63 E., M.D.M.
WHITE PINE COUNTY NEVADA

02/03/11

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W.O. #:COA35H5CAC
USDA/BLM
APN: 07-340-08

EXHIBIT "A"

A portion of the Southwest Quarter of Section 28 & the Northwest Quarter of Section 33, Township 20 North, Range 53 East, M.D.M., Eureka County, Nevada; situated within that Parcel of land described on a Record of Survey & Topographic Map of Eureka Optical Amplifier Site for Sierra Pacific Communications, recorded as File Number 178085 on May 3, 2002, Official Records of Eureka County, Nevada.

Commencing at a Brass Cap Section Corner Reference Monument;

Thence North 26°36'51" East, 63.60 feet to the Southwest Corner of Section 28, Township 20 North, Range 53 East, monument not found;

Thence South 44°30'13" East, 67.88 feet to the POINT OF BEGINNING;

Thence North 03°15'25" East, 90.50 feet;

Thence South 69°37'04" East, 250.00 feet;

Thence South 03°15'25" West, 90.50 feet;

Thence North 69°32'45" West, 250.00 feet to the Point of Beginning.

Said Easement contains .50 Acres more or less.

See Exhibit "B" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is said Record of Survey Map.

Prepared by Seth Horm.

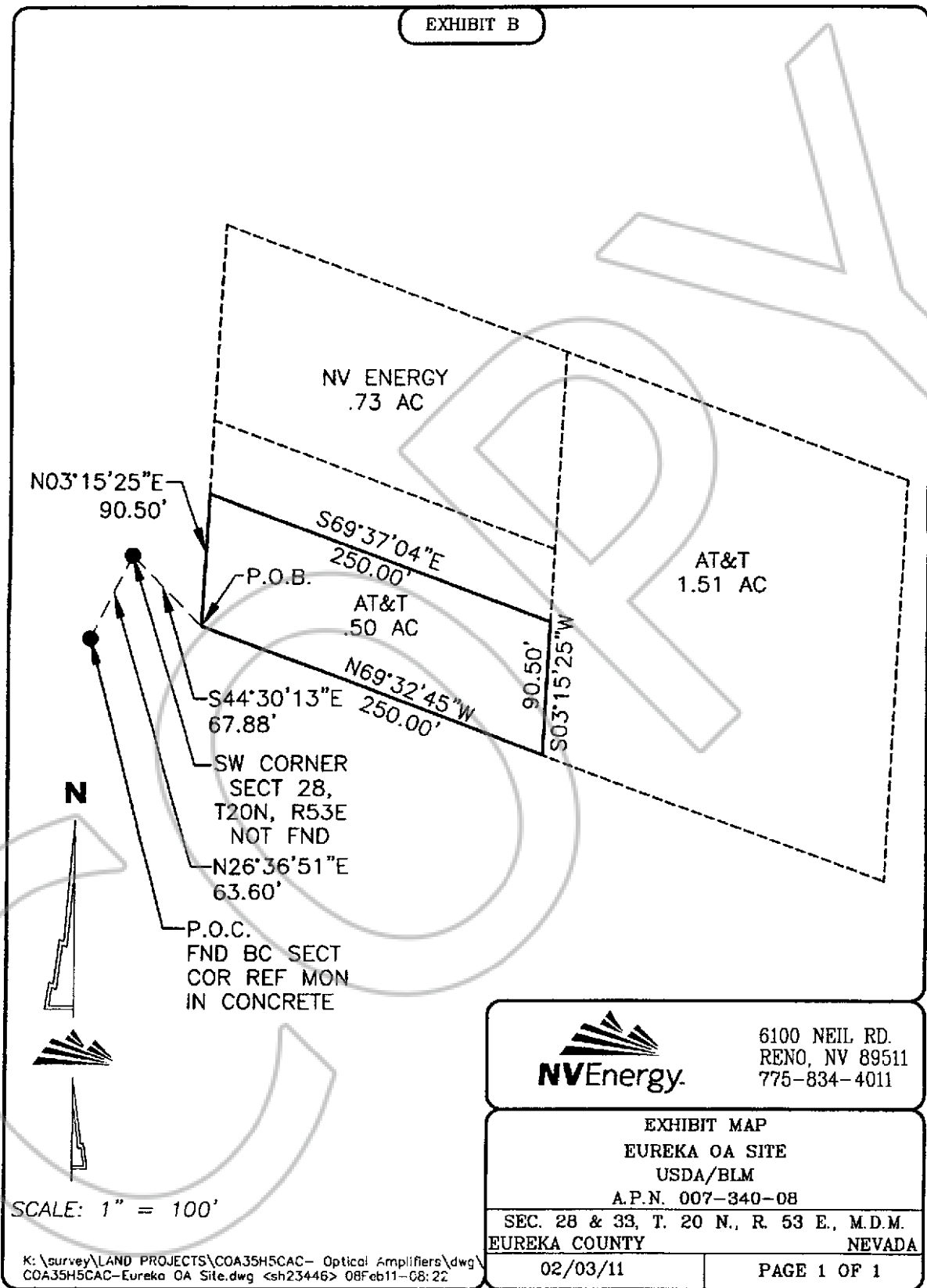
1 of 1



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EXHIBIT B



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W.O. #:COA35H5CAC
USDA/BLM
APN: 006-100-04

EXHIBIT "A"

A portion of the Northeast Quarter of Section 27, Township 18 North, Range 45 East, M.D.M., Lander County, Nevada; situated within that Parcel of land described on a Record of Survey & Topographic Map of Cape Horn Optical Amplifier Site for Sierra Pacific Communications, recorded as File Number 222338 on May 14, 2002, Official Records of Lander County, Nevada.

Commencing at a scribed stone section corner marker at the NE corner of Section 27, Township 18 North, Range 45 East;

Thence South 15°50'17" West, 1020.13 feet;

Thence North 14°14'48" East; 187.88 to the POINT OF BEGINNING;

Thence North 75°46'14" West, 250.00 feet;

Thence North 14°14'48" East, 87.12 feet;

Thence South 75°46'14" East, 250.00 feet;

Thence South 14°14'48" West, 87.12 feet to the Point of Beginning and the terminus of this description.

Said Easement contains .50 Acres more or less.

See Exhibit "B" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is said Record of Survey Map.

Prepared by Seth Horm.

1 of 1

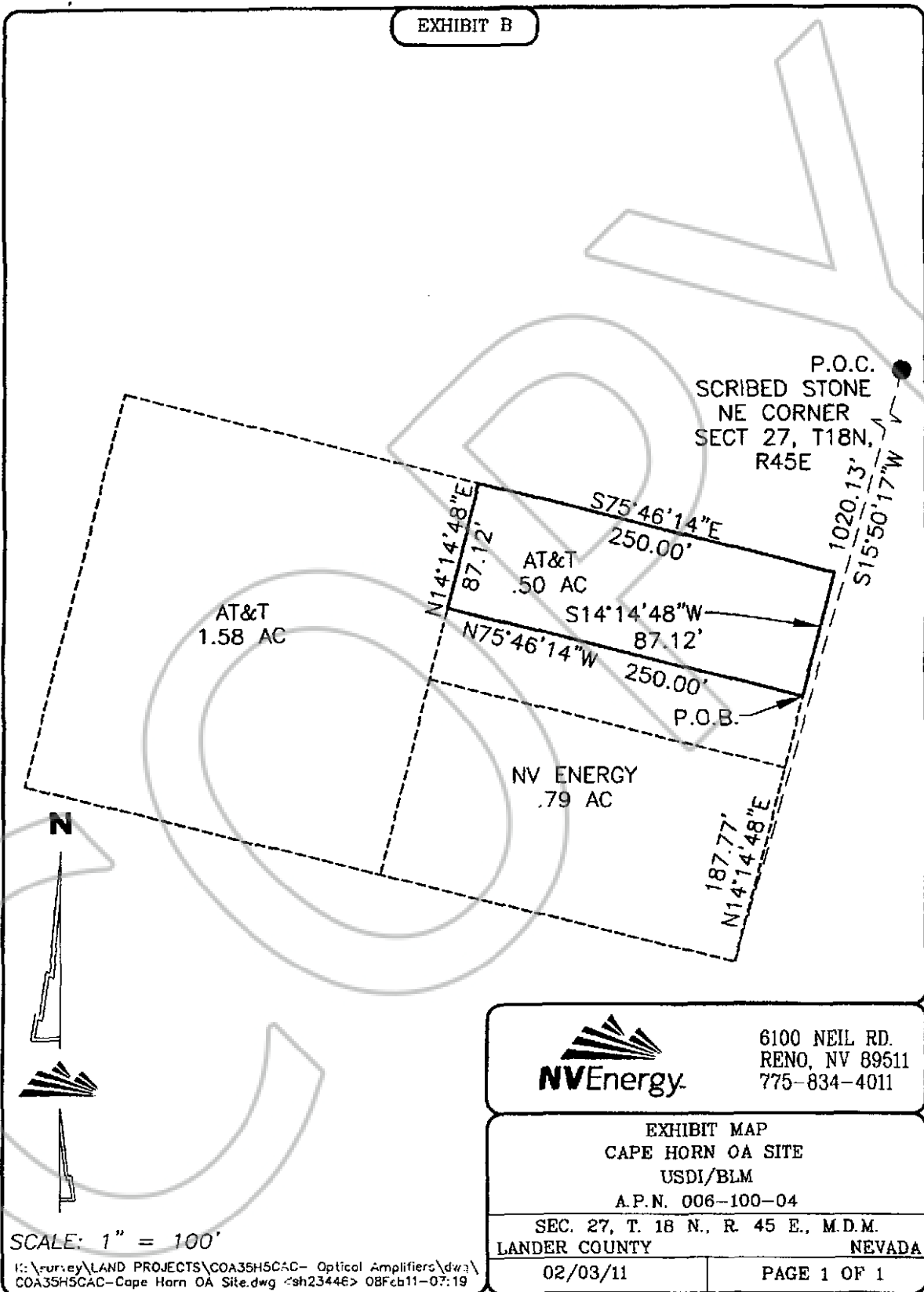
P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 10100, RENO, NEVADA 89520-0024 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com



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EXHIBIT B



6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP
CAPE HORN OA SITE
USDI/BLM
A.P.N. 006-100-04

SEC. 27, T. 18 N., R. 45 E., M.D.M.
LANDER COUNTY NEVADA

02/03/11

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