



00022828202502545940060064

KATHERINE J. BOWLING, CLERK RECORDER

Prepared by AT&T Enterprises, LLC.  
3450 Riverwood Pkwy Room 162  
Atlanta, GA 30339

AFTER RECORDING, RETURN TO:

AT&T  
RIGHT OF WAY DEPT.  
3450 Riverwood Parkway, Room 162  
Atlanta, GA 30339

ROUTE: \_\_\_\_\_

SURVEY STA. \_\_\_\_\_

MARKER: \_\_\_\_\_

REP. TRACT NO. \_\_\_\_\_

DRAFT NO. \_\_\_\_\_

### GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY AND EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned **Nevada Gold Mines LLC**, (hereinafter called "**Grantor**") hereby grants to **AT&T Enterprises LLC**, a Delaware limited liability company, its affiliated companies, and its and their successors, assignees, lessees, licensees and agents (hereinafter collectively called "**Grantee**") a permanent non-exclusive right-of-way and easement to install, construct, reconstruct, operate, maintain (to include aerial patrol), alter, replace, abandon and remove such communications systems as Grantee may from time to time require consisting of cables and wires, waveguides, surface testing terminals, conduits, manholes, markers, regeneration huts and other appurtenances upon, over, across and under a twenty (20') feet wide strip of land, being a portion of the land owned by Grantor recorded under **Book # 2023, Page # 250000**, on a part of the **NE1/4 of the SW1/4 of Section 26, Township 33 North, Range 48 East**, in the County of **Eureka**, State of **Nevada**. The locations and courses of said right-of-way and easement are more depicted on attached Plat as Exhibit A and more particularly described in Exhibit B.

Grantor further conveys to Grantee the following incidental rights and powers:

- (1) A temporary right-of-way and easement to be used during all periods of construction, reconstruction, repair and removal upon a strip of land Twenty (20) feet wide on the adjacent side of said permanent right-of-way and easement in the area identified on Exhibit A.
- (2) Ingress and egress, including the use, improvement, repair and construction of private roads, upon and across the lands of Grantor to and from said temporary and permanent rights-of-way and easements for the purpose of exercising the aforesaid rights in locations approved by Grantor in writing.
- (3) To clear and keep clear all trees, roots, brush, vines, overhanging limbs and other obstructions from the surface and subsurface of said permanent right-of-way

and easement and, during construction periods only, the surface and subsurface of said temporary right-of-way and easement.

(4) To place wood or timber cleared from said property of Grantor on said right-of-way and easement.

(5) To install locking gates in any fence crossing said permanent and temporary rights-of-way and easements.

Grantor hereby covenants that no excavation, building, structure or other obstruction will be constructed, erected, built or permitted on said permanent right-of-way and easement and no change will be made by grading, paving, laying asphalt or otherwise to the surface or subsurface of said permanent right-of-way and easement if same would materially interfere with the easement granted hereunder.

Grantor shall have the right to use and enjoy the land occupied by the said permanent and temporary rights-of-way and easements except when such use shall materially interfere with the rights herein granted Grantee. Grantee shall not have the right to change the locations or dimensions of said permanent and temporary rights-of-way and easements without Grantor's prior written consent.

Grantee shall be responsible to pay for damage to fences, growing crops, and any other improvement of property of Grantor arising from , related to or in any way directly caused by the construction and maintenance of the aforesaid systems and shall restore the lands of Grantor to a condition as good as existed prior to Grantee's work and shall indemnify and defend Grantor from and against all losses and causes of action related to, arising out of, or caused by the easement or the granting of Grantee's rights hereunder.

Prior to the commencement of any work, Grantee shall provide Grantor with a certificate of insurance, naming Grantor as an additional insured, with limits reasonably acceptable to Grantor.

Grantor covenants that Grantor is the fee simple owner of said land and will warrant and defend title to the premises against all claims.

Notwithstanding any provision of this grant of communication systems right-of-way and easement to the contrary, in no event shall either party be liable to the other party for any special, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, including, but not limited to, loss of profits or revenue, cost of capital, cost of replacement services, or claims of any other third parties, occasioned by any cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence or strict liability.

The covenants, rights, terms, conditions, and provisions herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this instrument this 6 day of May, 2025.

**NEVADA GOLD MINES LLC**

By: Hilary N. Wilson  
Name: Hilary N. Wilson  
Title: Corporate Secretary

WITNESSED BY:

Scott Kidd  
SCOTT KIDD

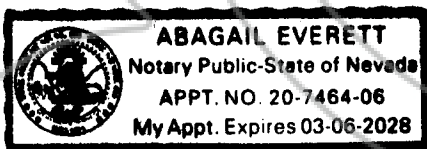
**AT&T Enterprises, LLC**

By: Todd R. Gregory  
Name: Todd R. Gregory  
Title: Lead Network Proj/Proj. Mgmt.

Corporate Acknowledgement

STATE OF Nevada  
COUNTY OF Elko ) SS:

On this 6 day of May, 2025, before me, the subscriber, personally appeared Hilary N. Wilson to me known, who, being by me duly sworn, did depose and say that she is the Corporate Secretary of **Nevada Gold Mines LLC**, the corporation described in, and which executed the foregoing instrument, and that she signed her name thereto by order of the Board of Directors.

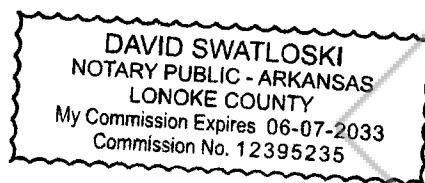


Abigail Everett  
Notary Public

Corporate Acknowledgement

STATE OF Arkansas  
COUNTY OF Conclave ) SS:

On this 19th day of May, 2025, before me,  
personally appeared Todd Gray to me known, who, being by me duly sworn, did  
depone and say that he is the Landmark Project Area **AT&T Enterprises LLC**, the  
limited liability company described in, and which executed the foregoing instrument, and  
that (s)he signed his name thereto by authority of the Board of Directors.



[Signature]  
Notary Public

**EXHIBIT "B"**  
**LEGAL DESCRIPTION FOR**  
**UNDERGROUND COMMUNICATIONS EASEMENT**

All that certain real property lying within a portion of the Southwest One-Quarter (SW 1/4) of Section Twenty-Six (26), Township Thirty-Three (33) North, Range Forty-Eight (48) East, M.D.M., County of Eureka, State of Nevada, being more particularly described as follows:

**COMMENCING** at the Southwest corner of said Section 26, marked by a BLM GLO Brass Cap,

**THENCE** North 46°24'20" East a distance of 2333.22 feet to the **POINT OF BEGINNING**, also being on the Westerly line of a 16.5-foot-wide communications easement per Document No. 115997, recorded February 9, 1988, in the Official Records of Eureka County.

**THENCE** departing said Westerly line, north 04°27'15" East a distance of 117.83 feet.

**THENCE** North 54°51'58" East a distance of 97.57 feet to said Westerly line.

**THENCE** along said Westerly line, South 27°07'28" West a distance of 195.08 feet to the **POINT OF BEGINNING**, **said point lies** North 30°05'16" West a distance of 1845.13 feet from the South One-Quarter Corner of said Section 26, marked by a BLM GLO Brass Cap.

Containing 4,430 square feet of land, more or less.

*See Exhibit B-1, Plat to Accompany, attached hereto and made a part hereof.*

The Basis of Bearings and Coordinates for this description is NAD83 (2011) Nevada East 2701(ft US), US survey foot. The bearing between Point P085, being a CORS STATION named "P085", with ground coordinates of N: 28347466.79, E: 335631.93, and Point 101, being a FOUND NDOT FENO MON 1136002M, with coordinates of N: 28422787.76, E: 392809.58, is taken as N37°12'10.3"E. Distances are in US survey foot, scaled to ground using the grid to ground scale factor of 1.0002389931, scaled from 0,0.

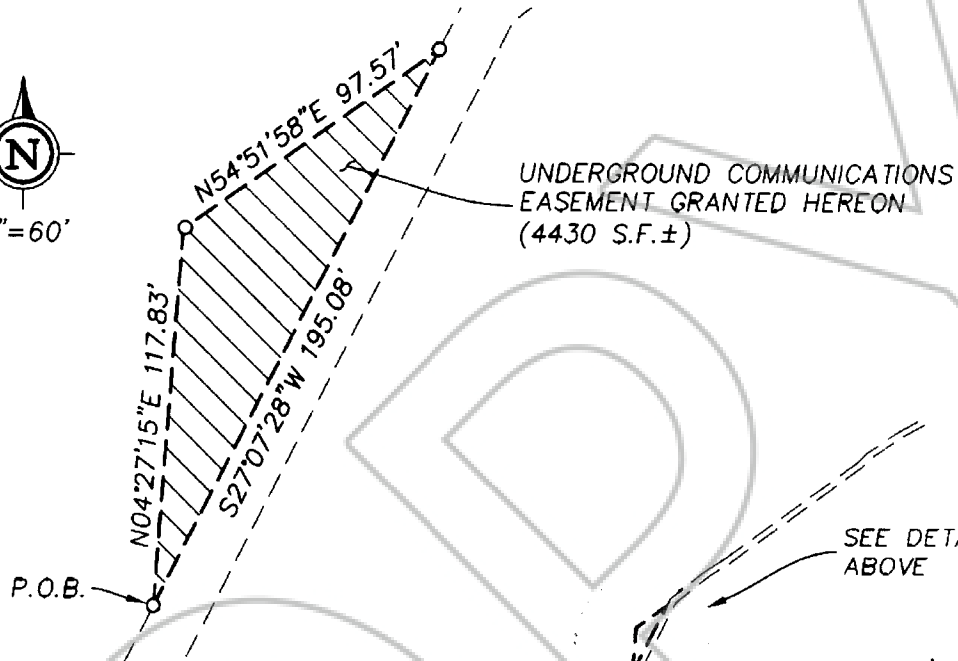
Prepared by:  
DOWL  
5510 Longley Lane  
Reno, NV 89511

---

George Nicholas, P.L.S.  
Nevada Certificate No. 30226

# UNDERGROUND COMMUNICATIONS EASEMENT

BEING A PORTION OF THE SW 1/4 OF SECTION 26,  
TOWNSHIP 33 NORTH, RANGE 48 EAST, M.D.M.  
EUREKA COUNTY NEVADA



SEE DETAIL  
ABOVE



FOUND BLM GLO  
BRASS CAP  
(P.O.C.)

N46°24'20"E 2333.22'(TIE)

16.5' COMMUNICATIONS  
EASEMENT PER DOC.  
NO. 115997

FOUND BLM GLO  
BRASS CAP

S30°05'23"E 1845.24'(TIE)

27  
35

S89°43'50"W 2614.96'(TIE)

26  
35



DOWL

WWW.DOWL.COM

EXHIBIT B-1