

The parties below execute this Agreement as of the date set forth in the Preamble above.

**NEVADA NORTHERN RAILWAY
FOUNDATION, INC.**

By: 
Mark Bassett, President

CITY OF ELY, NEVADA

By: _____
Nathan Robertson, Mayor

GREAT BASIN TRANSMISSION, LLC

By: 
Mark D. Milburn, Senior Vice President

GBT NORTHBOUND, LLC

By: 
Mark D. Milburn, Senior Vice President



CITY OF ELY
 300 RILEY AVENUE, SEVEN MILE WASH UPGRADE PROJECT
 PAPER MAP 2025-244
 CORO PLANNED PROJECT SUPPORT
 BID OPENING & REQUIRED DOCUMENTS CHECKLIST

August 11, 2025

BID ITEMS CHECK LIST	ROAD & HIGHWAY BUILDERS	BECK BROTHERS LLC
BID PROPOSAL	X	X
BID BOND, CERTIFICATES CHECK, CASH	X	X
EXPERIENCE OF QUALIFICATIONS	X	X
DESIGNATION OF SUBCONTRACTORS	X	X
DESIGNATION OF SUBCONTRACTORS - 5%	X	X
DESIGNATION OF SUBCONTRACTORS - 1%	X	X
AFFIDAVIT OF NON-COLLUSION	X	X
APPRENTICESHIP UTILIZATION ACT CERTIFICATION - CITY OF ELY	X	X
APPRENTICESHIP UTILIZATION ACT CERTIFICATION - CORO	X	X
E.E.O. CERTIFICATION - BIDDER / CONTRACTOR	X	X
E.E.O. CERTIFICATION - SUBCONTRACTOR	X	X
LOBBING ASSURANCE - BIDDER / CONTRACTOR	X	X
LOBBING ASSURANCE - SUBCONTRACTOR	X	X
DEBARMENT / INELIGIBILITY - CONTRACTOR / SUBCONTRACTOR	X	X
SECTION 3 CERTIFICATION - CONTRACTOR	X	X
SECTION 3 CERTIFICATION - SUBCONTRACTOR	X	X
SECTION 3 SAMPLE CONTRACTOR SECTION 3 PLAN	X	X
BUILD AMERICA BUY AMERICA CERTIFICATION	X	X
APPENDIX - 1	X	X

BLADE BID BIDDING SCHEDULE	UNIT	AMOUNT	UNIT PRICE	BID AMOUNT	BECK BROTHERS LLC
1 MOBILIZATION / DEMOBILIZATION	L-9	1	\$2,811.00	\$2,811.00	\$ 7,188.00
2 LEACH SEWER MAIN	LF	533	\$4.00	\$2,132.00	\$ 22,000.00
3 14-INCH SEWER MAIN	EA	3	\$20,000.00	\$60,000.00	\$ 20,000.00
4 LEACH SEWER SERVICE	LF	134	\$25.00	\$3,350.00	\$ 300.00
5 LOCATE AND CORRECT SEWER SERVICE	EA	7	\$2,000.00	\$14,000.00	\$ 3,000.00
6 REMOVAL AND FILLING EXISTING MANHOLE	EA	3	\$2,000.00	\$6,000.00	\$ 10,000.00
7 REPAIR AND PATCH EXISTING MANHOLE	EA	5	\$2,000.00	\$10,000.00	\$ 2,000.00
8 PUTT PLUGS, JACKS, ETC.	LF	533	\$4.00	\$2,132.00	\$ 4.00
9 TYPE 4 BASE	SF	2,700	\$4.00	\$10,800.00	\$ 12.00
OVERALL PROJECT BID PRICE				\$ 844,000.00	\$ 320,990.77

CITY OF ELY
MORLEY AVENUE SEWER MAIN UPGRADE PROJECT
PWP# WP-2023-266
CDBG FUNDED PROJECT 2APR01
BID OPENING & REQUIRED DOCUMENTS CHECKLIST

August 11, 2023

BID ITEMS CHECK LIST	ROAD & HIGHWAY BUILDERS	RECK BROTHERS LLC
BID PROPOSAL	X	X
BID BOND, CERTIFICATES CHECK, CASH	X	X
EXPERIENCE OF QUALIFICATIONS	X	X
DESIGNATION OF SUBCONTRACTORS	X	X
DESIGNATION OF SUBCONTRACTORS - 5%	X	X
DESIGNATION OF SUBCONTRACTORS - 1%	X	X
AFFIDAVIT OF NON-COLLUSION	X	X
APPRENTICESHIP UTILIZATION ACT CERTIFICATION - CITY OF ELY	X	X
APPRENTICESHIP UTILIZATION ACT CERTIFICATION - CDBG	X	X
E.O. CERTIFICATION - BIDDER / CONTRACTOR	X	X
E.O. CERTIFICATION - SUBCONTRACTOR	X	X
LOSSING ASSURANCE - BIDDER / CONTRACTOR	X	X
LOSSING ASSURANCE - SUBCONTRACTOR	X	X
DEBARMENT / INELIGIBILITY - CONTRACTOR / SUBCONTRACTOR	X	X
SECTION 3 CERTIFICATION - CONTRACTOR	X	X
SECTION 3 CERTIFICATION - SUBCONTRACTOR	X	X
SECTION 3 SAMPLE CONTRACTOR SECTION 3 PLAN	X	X
BUILD AMERICA BUY AMERICA CERTIFICATION	X	X
ADDITIONAL: 1	X	X

BALANCE AND BIDDING SCHEDULE	UNIT	AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1 MOBILIZATION / DEMOBILIZATION	LS	1	\$2,841.00	\$2,841.00	7,180.00	2,180.00
2 BRANCH SEWER MAIN	LF	513	\$93.00	\$47,921.00	\$93.00	\$47,921.00
3 BRANCH SEWER MANHOLE	EA	3	\$20,000.00	\$60,000.00	\$12,000.00	\$36,000.00
4 14-INCH SEWER SERVICE	LF	154	\$350.00	\$53,900.00	\$350.00	\$53,900.00
5 LOCATE AND CONNECT SEWER SERVICE	EA	7	\$8,000.00	\$56,000.00	\$2,500.00	\$17,500.00
6 REMOVAL AND FILLING EXISTING MANHOLES	EA	3	\$8,000.00	\$24,000.00	\$6,000.00	\$18,000.00
7 REPAIR DAMAGED UTILITY	EA	5	\$19,000.00	\$95,000.00	\$500.00	\$2,500.00
8 PRT RUN GRAYWIL BACKFILL	LF	513	\$5.00	\$2,565.00	\$4.80	\$2,462.40
9 TYPE 4 BASE	SF	2,760	\$4.00	\$11,040.00	\$12.00	\$33,120.00
OVERALL PROJECT BID PRICE				\$684,654.00		\$599,999.77

RECK BROTHERS LLC
BID PROPOSAL ITEM NO. 8 SHOWS \$2,500 AND THE ACTUAL AMOUNT SHOULD BE \$2,489.77 PER THE UNIT COST
THE NUMBER WAS ROUNDED IN THE BID PROPOSAL. A DIFFERENCE OF \$10.23

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("**Grant**") is dated as of the 14th day of August, 2025, by **Nevada Northern Railway Foundation** ("**Foundation**"), the **City of Ely** ("**City**") (the Foundation and City, collectively, "**Grantor**") and **Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless** (hereinafter "**Grantee**"). Grantor and Grantee are at time hereinafter referred to individually as a "**Party**" or collectively as the "**Parties**".

WHEREAS, Grantor owns or controls certain real property in Currie, Elko County, Nevada, legally described in **Exhibit "A"** attached hereto (the "**Property**").

WHEREAS, Grantee is the owner of a leasehold estate in certain real property legally described in **Exhibit "B"** attached hereto (the "**Premises**"), pursuant to a Land Lease Agreement with Lear Ranch, LLC (the "**Lease**"); the leasehold is within or adjacent to the Property.

WHEREAS, Grantee intends to build and maintain a communications facility on the Premises (the "**Facility**").

WHEREAS, Grantor has agreed to convey to Grantee an easement over, under and across the Property (the "**Easement Area**"), as described in Exhibit "C" attached hereto and made a part hereof.

NOW, THEREFORE, for and in consideration of the covenants contained herein, the parties agree as follows:

1. Grant of Easement.

a. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive easement over, under and across the Easement Area solely for purposes of ingress and egress to the Facility and the installation, operation and maintenance of wires, cables, conduits and pipes for all electrical, telephone, fiber and other similar support services ("**Lines**") as deemed necessary or appropriate by Grantee for the operation of its Facility (the "**Easement**"). In conjunction with Grantee's right to install and maintain utility wires, cables, conduits and pipes as provided in this paragraph, Grantor grants Grantee a non-exclusive license for any utility services supplier to trim, cut down, and clear away or otherwise control any trees or brush within five feet (5') on each side of the centerline of any service supplier's underground utility facilities and sixteen feet (16') on each side of the centerline of any service supplier's overhead utility facilities (the "**License**"). Except for Grantee's providers of electrical, telephone, fiber and other similar support services, Grantee shall not allow a nonparty to use or occupy any part of the Easement Area without Grantor's written consent.

2. Limitations and Reservations.

a. The Easement and License are subject to any existing encumbrances and rights, whether or not recorded, and all applicable law. Grantor makes not covenant or warranty of title, for quiet possession, or against encumbrances.

b. Notwithstanding anything to the contrary in this Grant, Grantor reserves the right to use and to grant to others the right to use the Easement Area and Property in any manner and for any purpose that does not materially interfere with the installation, operation, and maintenance of the Lines or access to the Facility, including but not limited to the right to construct, reconstruct, maintain, operate, repair, alter, renew, and replace tracks, facilities and appurtenances on the Property.

3. Term. The easement, rights, and privileges herein granted shall be for a term coinciding with the term of the Lease, including any renewals thereof, and shall, without any further action on the part of Grantor or Grantee, terminate immediately upon the later of: (a) termination of said Lease; or (b) completion of Grantee's permanent removal of equipment and improvements from, and restoration of, the Premises. Grantor may terminate the Easement upon notice to Grantee if the Grantee does not use the Easement Area for a period of 12 consecutive months. For purposes of the preceding sentence, "use" shall include (without limitation) the ongoing presence within the Easement Area of previously installed Lines that actively support Grantee's Facility. Upon termination of this Easement for any reason, at Grantor's request Grantee shall execute with acknowledgement and deliver a notice of termination in form suitable for recording in the official records of the County.

4. Termination for Default. Upon Grantee's default hereunder, Grantor may deliver to Grantee a written notice of default, stating with specificity the nature of Grantee's default. If Grantee has not cured the default within a reasonable time (but not less than 30 days for a monetary default and 60 days for a non-monetary default) after receipt of the notice of default, Grantor may terminate this Easement effective immediately upon receipt by Grantee of Grantor's written notice of termination.

5. Indemnification Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by Grantor arising from or by reason of Grantee's or its contractor's access to, or use of the Easement Area or License. The Grantor will provide Grantee with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The Grantor will cooperate appropriately with the Grantee in connection with the Grantee's defense of such claim. The Grantee shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The Grantee shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by

each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

6. Insurance.

a. **Coverage.** Grantee shall maintain, at its sole expense, at least all of the following types and amounts of insurance at all times while this Grant is effective:

(i) Commercial General Liability Insurance with a combined single limit of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate each year for bodily injury and property damage.

(ii) Business Automobile Liability covering all owned, leased, hired, and non-owned vehicles with limits no less than \$2,000,000 per occurrence.

(iii) Workers Compensation with limits no less than the statutory limits for all states, provinces or other jurisdictions of operation.

(iv) Employers Liability with limits no less than \$500,000 each employee for bodily injury by accident and \$500,000 each employee for bodily injury.

b. **Railroad Protective Liability.** For each period of work involving the Easement Area or License, Grantee shall maintain Railroad Protective Liability Insurance coverage in an amount not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate each year. The definition of job location and work on the declaration page of the policy for this coverage shall refer to this Grant and describe all work or operations performed under this Grant. If work involving the Easement Area or License is performed by Grantee's contractor, Grantee shall cause the contractor to secure this coverage before commencing the work.

c. **Policy Requirements.** All insurance policies required under this Section 6 shall: be written on an occurrence basis; be issued by insurance companies satisfactory to Grantor; be primary to any other insurance maintained by Grantor; name Grantor as an additional insured, provided that this applies only to Commercial General Liability, Railroad Protective Liability, and Business Automobile Liability policies; and contain a waiver of subrogation of the insurers rights against Grantor, where permitted by law. Grantee shall provide certificates of insurance for the coverage required under this Section 6 upon Grantor's request and before commencing construction of the Crossing; the certificate for Commercial General Liability coverage must show proof of an ISO CG 24 17 10 01 endorsement or its equivalent, and the certificate for the Business Automobile Liability coverage must show proof of an ISO CA 20 70 10 01 or equivalent endorsement. Furnishing of insurance by Grantee shall not limit Grantee's liability under this Agreement.

d. **Adjustments.** Grantor may modify the insurance coverage required under this Agreement once every five years to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

7. **Compensation.** Upon execution of this Grant, Grantee shall pay Grantor \$5,000 as compensation for the grant of the Easement and License.

8. **No Warranty.** Grantor has not made any representation to Grantee concerning the state or condition of the Property or the nature or extent of Grantor's ownership interest in the Property. GRANTOR MAKES NO WARRANTY AS TO THE DESIGN OR CONDITION OF THE PROPERTY OR ANY ITEM ON IT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, QUALITY, OR CONFORMITY TO INTENDED USES. GRANTOR MAKES NO WARRANTY OF TITLE TO THE PROPERTY NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE OF IT. NO COVENANT OF QUIET ENJOYMENT IS MADE. GRANTEE ACCEPTS THE EASEMENT AREA AND ITS RIGHTS UNDER THIS GRANT "AS IS, WHERE IS" AND "WITH ALL FAULTS".

9. **Construction, Operation, and Maintenance.**

a. Grantee shall give written notice to the Foundation at least 10 days in advance of any work within the Easement Area, or any proposed entry to the Property, related to the construction, maintenance, repair, renewal, modification, reconstruction, relocation, or removal of Lines or to the License, except for emergency situations. Grantee shall not commence work within the Easement Area until Grantor has determined whether flagging or special safety measures are necessary to mitigate any safety risk to rail operations on the Property from the work. In the scheduling and conduct of this work, Grantee and Grantor shall cooperate and make reasonable efforts to avoid interference with Grantor's operations or the operations of any railroad that Grantor permits to use the Property.

b. If Grantee must perform emergency work in the Easement Area or Property to address a hazard involving the Lines, Grantee shall give telephone, e-mail, or facsimile notice to the Foundation in advance of the work if practicable. The parties shall cooperate to avoid any unnecessary delay in the performance of such work. For purposes the preceding sentence, a hazard shall include (without limitation) a loss or material degradation of electrical, telephone, fiber or other similar support services for Grantee's Facility.

c. Prior to any construction under this Grant, Grantee shall locate and identify any existing cable, wire, fiber optic, or pipeline (including any appurtenances thereto) of any longitudinal or other occupier of the Easement Area ("**Occupier**"), traversing or located in, on or immediately adjacent to the Easement Area, at Grantee's sole risk, and shall comply with any government "One Call" or "Call Before You Dig" requirements. As between the parties, Grantee shall be solely responsible for any damage to (e.g., cutting, dislocating, etc.) any existing wire(s), cable(s), or pipe(s) of an Occupier, and appurtenances thereto, resulting from Grantee's

exercise of rights or privileges under this Agreement, and Grantee shall indemnify Grantor for any such damage.

d. Grantee shall be responsible for paying or tendering to Grantor the fair market value for any growing crops, fruit trees, or fences cut, damaged, or destroyed in the construction, reconstruction, operation, and maintenance of the Easement Area or in connection with the License.

e. Grantee shall timely obtain any necessary permit, license or approval (including zoning, health, building, construction, safety or environmental matters) from all federal, state or local public authorities having jurisdiction over its use of the Easement Area or activities under the License.

f. Grantee shall use the Easement Area and License at Grantee's sole risk, cost, and expense without the imposition of any lien or charge on or against the Property, and at a time and in a manner that does not interfere with rail operations on the Property or Grantor's use of the Property outside the Easement Area, all in a prudent and workmanlike manner and in conformity with the requirements of any applicable governmental or regulatory authority having jurisdiction over the Property. If any lien is filed against the Property because of the Grantee's or its contractors activities related to the License or Easement, Grantee shall cause the discharge of such lien by payment, satisfaction or posting of bond promptly, but no later than 90 days following Grantee's receipt of notice of the lien. If Grantee fails to discharge any lien as required above, Grantee will be in default of this Agreement, and Grantor will have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.

g. Grantee shall comply with all applicable regulations of the Federal Railroad Administration and shall ensure that its use of the Easement Area and License provides adequate clearances for rail operations on the Property.

h. Grantee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Grantor. If such consent is granted, a representative will be assigned by Grantor to monitor blasting, and Grantee shall reimburse Grantor for the entire cost and/or expense of furnishing said monitor.

i. If damage to or the condition of the Lines presents a reasonable threat of damage or injury to Grantor's property, rail operations, equipment, passengers, and/or employees or of disruption of Grantor's use of the Property, then Grantor may request immediate repair of the Lines by contacting Grantee's Network Management Center at (800) 264-6620. Grantee shall use commercially reasonable efforts to repair the Lines as soon as practical following Grantor's notice, except that Grantee shall repair the Lines promptly if they create an immediate hazard or unreasonable interference with rail operations.

j. Neither the failure of Grantor to object to any work done, any material used, or method of construction or maintenance of the Lines or any other item in the Easement Area, or

concerning the License, nor any approval given or supervision exercised by Grantor, will be construed as an admission of liability or responsibility by Grantor, or as a waiver by Grantor of any of the obligations or responsibility of Grantee under this Agreement.

k. In the event Grantee engages any nonparty, other than its employees, for construction, maintenance, or operations within the Easement Area, or to conduct work under the License, Grantee shall require the nonparty to comply with all terms of this Agreement.

l. Grantee and its contractors shall keep their machinery and materials at least 50 feet from the centerline of Grantor's nearest track when the machinery and materials are not in use.

10. No Adverse Impact.

a. Grantee shall not permit its use of the Easement Area or License to adversely impact the Property, Grantor's operations on the Property, or the operations of nonparties on the Property, including railroads, to the extent Grantor authorizes the nonparties to use the Property. Without limiting anything in this Agreement, Grantee shall be responsible for any damage to personal property, improvements, buildings, fences, or animals suffered by Grantor by Grantee's use of the Easement Area or the License.

b. Grantee will be responsible for any settlement of the rail track(s) or roadbed on the Property, to the extent caused by Grantee or its contractors.

11. Flagging and Entry.

a. Grantee shall be responsible for all costs associated with flagmen during construction, repair, alteration, or removal of Lines or other items in the Easement Area or use of the License whenever (1) governing law requires flagmen; or (2) Grantor reasonably requires use of flagmen. Such flagmen may be contracted or employed by a third party, unless Grantor requires use of its flaggers. If Grantor requires use of its flaggers, Grantee shall reimburse Grantor for the flaggers and vehicle costs incurred within thirty (30) days of receipt of bills rendered therefor.

b. Grantor may reasonably require, at Grantee's expense, the placement of watchmen, inspectors, or supervisors for work of Grantee or an of its contractors related to the Easement Area or License.

c. Notwithstanding anything to the contrary in this Agreement, before Grantee or its contractors enter the Property, other than the Easement Area, for any reason, Grantee shall receive express approval to enter and occupy the Property from the Foundation's on-duty dispatcher, which the dispatcher may deny in its sole discretion.

12. **Road Crossings.** Grantee and its contractors shall not cross Grantor's tracks except at existing open public crossings.

13. **Taxes.** Grantee promptly shall pay and discharge any state or local taxes, assessments, and other governmental charges levied or assessed upon Grantee's infrastructure in the Easement Area or upon the Property solely because Grantee's infrastructure is on it.

14. **Limitation of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS GRANT, IN THE EVENT OF A DEFAULT BY GRANTOR HEREUNDER, OR FOR ANY OTHER REASON, GRANTOR SHALL NOT BE LIABLE TO GRANTEE FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

15. **Assignment.** Without any approval or consent of the other Party, this Grant may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Grantee may assign this Agreement to any entity which acquires all or substantially all of Grantee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization without notice to, or approval or consent of, Grantor. As to other nonparties, the Grant may not be sold, assigned or transferred without the written consent of Grantor. No change of stock ownership, partnership interest or control of Grantee or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

16. **Dominant and Servient Tenements.** This Easement is granted for the benefit of the Premises, and is appurtenant to the Premises. The Premises are the dominant tenement and the Property is the servient tenement.

17. **Entire Agreement.** This Grant constitutes the entire agreement between Grantor and Grantee relating to the above Easement and License. Any prior agreements, promises, negotiations or representations not expressly set forth in this Grant are of no force and effect.

18. **Binding Effect.** This Grant shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee.

19. **Amendments.** Any modification or other termination of this Grant shall become effective only upon the execution by Grantor and Grantee of a written instrument.

20. **Governing Law and Forum.** Nevada law governs this Grant and all adversarial proceedings arising out of this Grant. If a party commences against the other party any legal proceeding arising out of this agreement, the party must bring that proceeding in a United States District Court in Nevada or the courts of the State of Nevada sitting in White Pine

County. Each party submits to the exclusive jurisdiction of these courts and acknowledges that these courts would be a convenient forum.

21. Recording. Neither party may record this Easement. At Grantee's request, Grantor agrees to execute a Memorandum of this Easement, which Grantee may record in the office of the County Clerk of Elko County, Nevada.

IN WITNESS WHEREOF, this Grant has been executed and delivered as of the day and year first above written.

GRANTOR:

Nevada Northern Railway Foundation

By: _____
Name: _____
Title: _____
Date: _____

City of Ely

By: _____
Name: _____
Title: _____
Date: _____

GRANTEE:

Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"
The "Property"

Property Address: **N/A**

State: **Nevada**

County: **Elko**

City: **Currie**

Legal Description (if available):

A portion of APN 009-030-003

That portion of the Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of Section 34, Township 28 North, Range 64 East, M.D.M. in Elko County, Nevada according to the Official Plat filed in the District Land Office described as follows:

Beginning at a point on the Easterly boundary line of the right of way of the Nevada Northern Railway Company, which point is distant fifty feet from the center line of the main track, as presently laid, of said company, and from which point the section corner common to Sections 27, 28, 33 and 34 of Township 28 North, Range 64 East, M.D.B.&M., bears North 67°03'17" West 1056.8 feet distant; thence South 18°51'30" West, along the said Easterly boundary of said right of way, 975.7 feet; thence South 89°28'30" East, 210.7 feet; thence North 18°51'30" East 909.4 feet; thence North 71°08'30" West 200 feet, more or less, to the Point of Beginning.

EXHIBIT "B"
The "Premises"

Property Address: **US Highway 93**

State: **Nevada**

County: **Elko**

City: **Currie**

Legal Description (if available):

A 50' x 50' (2,500 sq. ft.) portion of APN 009-03B-001

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EXHIBIT "C"
Easement Area

See attached Plot Plan depicting Easement Area

