

Recording requested by, and
when recorded return to:

Alan C. Freeland, Esq.
Cooper, White & Cooper
201 California St., 17th Floor
San Francisco, CA 94111

ACCESS AND TELEPHONE EQUIPMENT EASEMENT

The undersigned, TELEDYNE, INC., a Delaware corporation ("Grantor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to THE LINCOLN COUNTY TELEPHONE SYSTEM, INC., a Nevada corporation (the "Company"), and to its successors and assigns, a perpetual nonexclusive access easement and right-of-way (i) to use and enjoy for vehicular and pedestrian ingress to and egress from that certain real property owned by the Company and situated in the County of Lincoln, State of Nevada, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Communications Parcel"), from and to the main road situated north-east of the Communications Parcel, and (ii) to construct, maintain, operate, inspect, and repair communications equipment, including but not limited to cables, wires, conduits, manholes, handholes, markers, and other reasonably necessary communication facilities and appurtenances related thereto, and replace and/or substitute such equipment to meet future technological improvements, and/or remove such equipment as the Company may from time to time require, over, in, under, and upon, that certain real property in the County of Lincoln, State of Nevada, which easement and right-of-way is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

Grantor also grants to the Company and its agents and employees the right of ingress to and egress from said easement for the purpose of exercising the rights granted herein, and the Company shall have the right to remove or otherwise control such growth as may endanger or interfere with the use of said easement.

The easement granted herein is appurtenant to the Communications Parcel. The burden and benefit of the covenants set forth in this instrument shall run with the property and shall inure to the benefit of, and be binding upon, the parties and their respective heirs, devisees, successors, and assigns.

The Company shall reasonably exercise such rights as granted and the Company shall be liable for any damage caused to the property by any negligent act or omission by the Company, its

agents, or employees while exercising the rights granted herein.

EXECUTED THIS 23rd DAY OF November, 1993.

GRANTOR:

TELEDYNE, INC.,
a Delaware corporation

By: *Gordon J. Bean*
Name: Gordon J. Bean
Its [President/Vice President]

By: *Douglas J. Grant*
Name: Douglas J. Grant
Its [Secretary/Treasurer]

WITNESSES:

May Webb
Rita Perez

ACKNOWLEDGEMENT

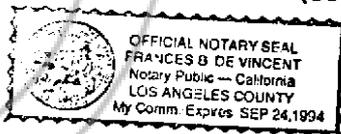
State of CALIFORNIA)
County of LOS ANGELES)

On November 23, 1993 before me, Frances B. DeVincent, a Notary Public for the State of California, personally appeared Gordon J. Dean & Douglas J. Grant, personally known to me or 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.

WITNESS my hand and official seal.

FRANCES B. DEVINCENT
(print name)

Frances B. DeVincent
(signature)



SUBSCRIBING WITNESS ACKNOWLEDGEMENT

State of _____)
County of _____)

On _____, 19__, before me, _____,
a Notary Public for the State of _____, personally
appeared _____, personally known to me
(or proved to me on the oath of _____,
who is personally known to me) to be the person whose name is
subscribed to the within instrument, as a witness thereto who,
being by me duly sworn, deposes and says that he/she was present
and saw _____, the same
person(s) described in and whose name(s) is (are) subscribed to the
within and annexed instrument as a party thereto, execute the same,
and that said affiant subscribed his/her name to the within
instrument as a witness at the request of
_____.

WITNESS my hand and official seal.

(print name)

(signature)

EXHIBIT A

A Parcel of land situate within the SW 1/4 of the NW 1/4 of Section 31, Township 3 South.

Range 57 East, Mount Diablo Meridian, being more particularly described as follows:

Beginning at the Northeast Corner of this parcel from which the West 1/4 Corner of Section 30, T 3 S, R 57 E, M.D.M., bears N 5° 05' 10" W a distance of 4,797.0 feet; thence S 05° E a distance of 125.0 feet to the Southeast Corner; thence S 85° W a distance of 125.0 feet to the Southwest Corner, thence N 05° W a distance of 125.0 feet to the Northwest Corner; thence N 85° E a distance of 125.0 feet to the Northeast Corner which is the point of beginning. Said parcel contains .36 acres, more or less.

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EXHIBIT B

Roadway easement from the Microwave site of the Lincoln County Telephone System, Inc. to the existing County Road to Temple, on and over a strip of land fifteen (15) feet wide throughout, with the centerpoint of the easement being described as follows:

Traverse begins in the SW 1/4 of the NW 1/4 of Section 31, T 3 S, R 57 E, M.D.M., and has its course through the SE 1/4, Sec. 36, T 3 S, R 56 E, M.D.M., - E SW 1/4 and the NE 1/4 of Section 31; and the SE 1/4 and the NE 1/4 of Section 30, all within T 3 S, R 57 E, Mount Diablo Meridian;

Beginning at a point from which the West 1/4 Corner of said Section 31, T 3 S, R 57 E, M.D.M., bears S 45° 45' W a distance of 544.50 feet;

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|--|---|
| 1) thence S 02° 26' E a dist. of 234.34 feet; | 2) thence S 49° 33' W a dist. of 146.93 feet; |
| 3) thence S 50° 41' W a dist. of 150.48 feet; | 4) thence S 28° 48' W a dist. of 263.92 feet; |
| 5) thence S 03° 33' W a dist. of 267.34 feet; | 6) thence S 52° 53' W a dist. of 244.55 feet; |
| 7) thence S 31° 56' W a dist. of 176.50 feet; | 8) thence S 01° 36' W a dist. of 215.82 feet; |
| 9) thence S 04° 37' W a dist. of 167.82 feet; | 10) thence S 00° 28' E a dist. of 140.78 feet; |
| 11) thence S 24° 36' E a dist. of 228.09 feet; | 12) thence S 08° 36' W a dist. of 92.18 feet; |
| 13) thence S 21° 44' W a dist. of 81.71 feet; | 14) thence S 45° 54' E a dist. of 358.96 feet; |
| 15) thence S 25° 06' E a dist. of 548.92 feet; | 16) thence W 59° 53' E a dist. of 156.20 feet; |
| 17) thence N 59° 03' E a dist. of 158.72 feet; | 18) thence N 25° 42' E a dist. of 214.12 feet; |
| 19) thence N 31° 35' E a dist. of 126.36 feet; | 20) thence N 45° 48' E a dist. of 338.55 feet; |
| 21) thence N 54° 47' E a dist. of 90.80 feet; | 22) thence N 65° 57' E a dist. of 102.86 feet; |
| 23) thence N 66° 52' E a dist. of 277.86 feet; | 24) thence N 52° 09' E a dist. of 496.18 feet; |
| 25) thence N 20° 40' E a dist. of 109.16 feet; | 26) thence N 03° 42' W a dist. of 342.36 feet; |
| 27) thence N 08° 55' E a dist. of 297.70 feet; | 28) thence N 36° 40' E a dist. of 208.45 feet; |
| 29) thence N 36° 58' E a dist. of 274.14 feet; | 30) thence N 43° 43' E a dist. of 203.80 feet; |
| 31) thence N 59° 22' E a dist. of 141.73 feet; | 32) thence N 66° 24' E a dist. of 701.52 feet; |
| 33) thence N 52° 24' E a dist. of 166.80 feet; | 34) thence N 50° 57' E a dist. of 467.38 feet; |
| 35) thence N 38° 47' E a dist. of 343.25 feet; | 36) thence N 03° 30' E a dist. of 595.42 feet; |
| 37) thence N 03° 29' W a dist. of 238.17 feet; | 38) thence N 09° 29' E a dist. of 496.18 feet; |
| 39) thence N 12° 34' E a dist. of 396.94 feet; | 40) thence N 24° 27' E a dist. of 183.60 feet; |
| 41) thence N 10° 22' E a dist. of 694.65 feet; | 42) thence N 04° 27' W a dist. of 397.02 feet; |
| 43) thence N 15° 29' W a dist. of 397.66 feet; | 44) thence N 07° 26' W a dist. of 347.33 feet; |
| 45) thence N 00° 33' E a dist. of 471.25 feet; | 46) thence N 04° 31' E a dist. of 387.00 feet; |
| 47) thence N 13° 29' E a dist. of 476.20 feet; | entering the County Road a point from which the |
- West 1/4 Corner of Section 30, T 3 S, R 57 E, M.D.M., bears S 85°, 05' 52" W a dist. of 4,318.0 feet, more or less.

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RECORDED AT

Cooper, White & White

December 17, 1993

42 Minutes

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Yuriko Setzer

By Leslie Boucher, Deputy