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THIS INDENTURE, made and entered into this 30th day of October, 1964, by and between TONY MILLER and VIVIAN MILLER, hereinafter called the Grantor, and SIERRA PACIFIC POWER COMPANY, a Maine Corporation, hereinafter called the Grantee,

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, this day in hand paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, and other considerations, and subject to all the terms and conditions hereof, the Grantor hereby grants and gives to the Grantee, its successors and assigns, the right, privilege and authority to construct, erect, alter, improve, repair, operate and maintain an electric transmission line, together with necessary guy and anchors, supporting structures, insulators and crossarms, and other necessary or convenient appurtenances connected therewith, across, over and upon the following described lands and premises, situate in the County of Eureka, State of Nevada, to-wit:

A portion of the Southwest one-quarter (SW $\frac{1}{4}$ ), the Northwest one-quarter (NW $\frac{1}{4}$ ), the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 25; the Southeast one-quarter (SE $\frac{1}{4}$ ), the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 24, T33N R48E MDB&M, all situate in Eureka County, Nevada.

A right of way 50.0 feet in width and being 25.0 feet on each side of the following described center line:

Beginning at a point on the south line of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 25, T33N R48E MDB&M, from which point the Southwest section corner of said Section 25 bears North 89° 55' East 75.37 feet, and running North 3° 52' West 527.0 feet;

Thence North 30° 05' East 6456.0 feet;  
Thence North 41° 12' East 3103.56 feet  
to the east line of the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 24, T33N R48E MDB&M.

Excepting therefrom that portion of the herein described right of way crossing the right of way grants of Highway U.S. Interstate 80, Southern Pacific Company Railroad, Western Pacific Railroad and Highway U.S. 40.

IT IS FURTHER AGREED:

- 1) That the Grantee, its successors and assigns, shall at all times

1 have ingress to and egress from said land for the purpose of constructing,  
2 repairing, renewing, altering, changing, patrolling, and operating said  
3 power line, with the right to construct and maintain a roadway along the  
4 route of said power line.

5 2) That the Grantee shall be responsible for any damage to personal  
6 property, improvements, buildings, fences or animals, suffered by Grantor, by  
7 reason of the construction, maintenance, or operation of said line.

8 3) That the Grantee, its successors and assigns, will at all times  
9 save and hold harmless the Grantor, its heirs, successors and assigns; of  
10 and from any and all loss, damage or liability they may suffer or sustain by  
11 reason of any injury or damage to the person or property of another, caused  
12 by negligent construction, maintenance or operation of said power line.

13 4) That the Grantee, its successors and assigns, shall have the  
14 right from time to time to remove or clear, and keep clear, any and all trees,  
15 underbrush, structures, or other obstructions upon said right of way, and  
16 such trees beyond the same as, in the judgment of the Grantee, may interfere  
17 with or endanger said lines or appurtenances when erected.

18 5) That the Grantor will retain right of reasonable use of the  
19 land within the said right of way, for agriculture or grazing, or purposes  
20 not in conflict with line clearances or access required by Grantee.

21 IN WITNESS WHEREOF, said Grantor has executed these presents the day and  
22 year first hereinabove written.

*Tony Miller*  
*Vivian Miller*

STATE OF CALIFORNIA,

County of Sacramento

On this 30th day of October, in the year one thousand nine hundred and sixty-four,  
before me, R. B. HIBBITT, a Notary Public in and for the

County of Sacramento, State of California,  
duly commissioned and sworn, personally appeared TONY MILLER and  
VIVIAN MILLER,

known to me to be the person and whose name are subscribed to the within instrument,  
and acknowledged to me that he, y. executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
in the County of Sacramento the day and  
year in this certificate first above written.

*[Signature]*  
Notary Public in and for the County of Sacramento  
State of California.



have agreed to and agree first and foremost for the purpose of constructing, repairing, renewing, altering, changing, perfecting, and operating said power line, with the right to construct and maintain a roadway along the route of said power line.

(2) That the Grantee shall be responsible for any damage to personal property, improvements, buildings, fences or animals, suffered by Grantor, by reason of the construction, maintenance, operation or use of said line.

(3) That the Grantee, its successors and assigns, will at all times have and hold harmless the Grantor, its heirs, successors and assigns, and from any and all loss, damage or liability they may suffer or sustain by reason of the injury or damage to the surface or property of another, caused by negligent construction, maintenance or operation of said power line.

(A) That the Grantee, its successors and assigns, shall have the right from time to time to locate or clear, and keep clear, any and all trees, underbrush, structures, or other obstructions upon said right of way, and such trees beyond the same as, in the judgment of the Grantee, may interfere with or endanger said line or its continuance when growing.

(2) That the Grantor will retain right of reasonable use of the land within the said right of way, for agriculture or grazing, or purposes not in conflict with the electric or power lines or towers erected by Grantor.

IN WITNESS WHEREOF, said Grantor has executed these presents the day and year first before written.

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File No. 40565

RECORDED AT THE REQUEST OF  
Sierra Pacific Power Co.

Jan. 14 A. D. 1965

At 44 minutes past 11 A.M.

In Book 6 of OFFICIAL RECORDS

Page 375-376 records of

EUREKA COUNTY, NEVADA

*Willis A. Motter*, Recorder

Fee \$ 3.55