

FR 16

1 THIS INDENTURE, made and entered into this 2nd day of  
 2 Sept, 1964, by and between HENRY AND FRANCES HOGRENDAL  
 3 hereinafter called "Grantor(s)", and SIERRA PACIFIC POWER COMPANY, a Maine  
 4 corporation, hereinafter called the "Grantee",

## WITNESSETH:

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

16 A portion of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section  
 5, T31N R48E MDB&M, Eureka County, Nevada.

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

18 Beginning at a point on the South line of  
 the Southeast one-quarter (SE $\frac{1}{4}$ ) of said Section 5, from  
 19 which point the Southeast section corner of said Section  
 5 bears North 89° 33' 40" East 1287.90 feet more or less,  
 and running;

20 Thence North 37° 18' East 2131.71 feet to a  
 point on the East section line of said Section 5.

## IT IS FURTHER AGREED:

21  
 22 1) That the Grantee, its successors and assigns, shall at all  
 23 times have ingress to and egress from said land for the purpose of construc-  
 24 ting, repairing, renewing, altering, changing, patrolling, and operating said  
 25 power line, with the right to construct and maintain a roadway along the  
 26 route of said power line.

27 2) That the Grantee shall be responsible for any damage to per-  
 28 sonal property, improvements, buildings, fences or animals, suffered by

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Grantor(s), by reason of the construction, maintenance, or operation of said line,

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

4) That the Grantee, its successors and assigns, shall have the right from time to time to remove 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 lines or appurtenances when erected.

5) That the Grantor(s) 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 line clearances or access required by Grantee.

6) Grantor(s) also hereby reserves all water, oil, gas, hydrocarbons, steam exploration and other minerals with the right to extract and remove the same, provided that in the extraction and removal of said water, oil, gas, hydrocarbons, steam exploration and other minerals, Grantor(s), their agents, contractors, employees and servants, will not endanger, damage or interfere with the use of or require the relocation or rearrangement of said facilities which may be constructed or installed over and upon said property.

IN WITNESS WHEREOF, said Grantor(s) have executed these presents the day and year first hereinabove written.

*Henry Koenehan*  
Henry Koenehan

*Frances Koenehan*  
Frances Koenehan

THE STATE OF TEXAS  
COUNTY OF ...  
I, the undersigned, Clerk of the County, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's office.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE this ... day of ... 19...  
Clerk of the County

by legal construction, maintenance or operation of  
 by reason of any injury or damage to the person or property of another, caused  
 and from any and all loss, damage or liability they may suffer or sustain  
 have and hold harmless the Grantor(s), their heirs, successors and assigns,  
 that the undersigned, his heirs, assigns and assigns, will at all times  
 (b) (c)

TO 447 C  
 (Individual)

STATE OF CALIFORNIA  
 COUNTY OF Los Angeles } SS.



On Sept 14, 1964 before me, the undersigned, a Notary Public in and for said  
 State, personally appeared HENRY HORNEMAN AND  
FRANCO HORNEMAN

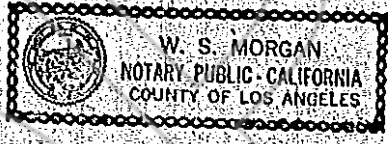
to be the person S whose name ARE subscribed  
 to the within instrument and acknowledged that THEY  
 executed the same.

WITNESS my hand and official seal.

Signature W. S. Morgan  
 W. S. MORGAN

My Commission Expires October 7, 1967

Name (Typed or Printed)



(This area for official notarial seal)

IN WITNESS WHEREOF, said Grantor(s) have executed these presents the day and  
 month first hereinabove written.

Intention which may be construed or implied by and upon said property.  
 interests with the use of or reduction of restriction or restriction of said  
 their heirs, assigns, and assigns, will be construed, construed,  
 (a) Grantor(s), steam, hydrocarbon, steam, hydrocarbon, steam, hydrocarbon,  
 (b) Grantor(s) to said water.

*(Faint handwritten signatures and text)*

File No. 40569  
 RECORDED AT THE REQUEST OF  
Sierra Pacific Power Co.  
January 14 A. D. 1965.  
 At 47 minutes past 11 A.M.  
 In Book 6 of OFFICIAL RECORDS  
 Page 383-384 records of  
EUREKA COUNTY, NEVADA  
Walter A. Kirk Recorder  
 Fee \$ 3.55

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