

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Balanced Rock Power, LLC  
310 E 100 S  
Moab, Utah 84532  
Attention: Kelly Packard  
Project: Eureka

EUREKA COUNTY, NV

**2025-254814**

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**06/24/2025 10:58 AM**

BALANCED ROCK POWER, LLC

KATHERINE J. BOWLING, CLERK RECORDER

(Space above this line for Recorder's use only)

**MEMORANDUM OF  
TRANSMISSION AND ACCESS EASEMENT AGREEMENT**

THIS MEMORANDUM OF TRANSMISSION AND ACCESS EASEMENT AGREEMENT ("Memorandum") is made and entered into June 17,, 2025, by and between Jeremy and Chanlie Auch (together with their successors, assigns and heirs, "Owner"), and BRP Sandstone 3, LLC, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"). Each of Owner and Grantee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties."

A. Owner owns certain real property located in Eureka County, Nevada consisting of 25 acres legally described on Exhibit A, attached hereto and by this reference made a part hereof (the "Premises");

B. The Parties have entered into a Transmission and Access Easement Agreement (the "Agreement") dated June 17, 2025 (the "Effective Date"), which by its terms grants to Grantee (i) an exclusive easement for purposes of installing, constructing, repairing, maintaining, and removing transmission lines, and related facilities, for the transmission of electricity across certain portions of the Premises legally described and depicted on Exhibit B attached hereto and by this reference made a part hereof (the "Transmission Easement Area") and shown on the map attached hereto as Exhibit B-1 and incorporated herein, (ii) a non-exclusive access easement to and from the Transmission Facilities (as hereinafter described), and (iii) the related rights described in the Agreement.

C. Owner and Grantee desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the interests of Grantee in the Premises and of the rights granted to Grantee in the Premises as part of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term. The development period pursuant to the Agreement shall commence on the Effective Date and expire on the date that is the earlier of (i) the date Grantee delivers to Owner written notice that Grantee, in Grantee's sole discretion, is electing to commence the Easement Period (as defined below) (the "Exercise Notice"), (ii) commencement of construction, and (iii) five years after the Effective Date (the "Development Period"). The Development Period may only be extended by a written agreement between the Parties. If Grantee fails to deliver the Exercise Notice within the Development Period, the Agreement shall automatically terminate, and the Parties shall

have no further obligation to each other except as otherwise expressly provided herein. Delivery of the Exercise Notice by Grantee or commencement of construction (the "Easement Commencement Date"), Owner grants to Grantee, and Grantee accepts from Owner the following perpetual Transmission Easement, Access Easement and Clearance Easement (collectively "Easements") for the Easement Period (as defined in the Agreement). The easement rights granted hereunder shall be perpetual and will not expire unless otherwise terminated pursuant to the terms of this Agreement ("Easement Period").

2. Development Period. During the Development Period, Grantee or any of its employees, agents, invitees, representatives, or contractors (collectively "Grantee Parties") shall have the right to enter the Premises for activities relating to the proposed development of the Transmission Easement (the "Development Activities"), including, without limitation, conducting engineering and soils tests, surveying activities, geotechnical studies, environmental and threatened and endangered species review, and undertaking any other activities that Grantee reasonably determines are necessary or useful to investigate the Premises for the development of the Transmission Easement (defined below). No tests, activities or studies of Grantee shall unreasonably interfere with Owner's use and enjoyment of the Premises.

3. Grant of Easements. Upon the first to occur of (i) delivery of the Exercise Notice by Grantee or (ii) commencement of construction (the "Easement Commencement Date"), Owner grants to Grantee, and Grantee accepts from Owner the following perpetual Transmission Easement, Access Easement and Clearance Easement (collectively "Easements") for the Easement Period (as defined below):

a. Transmission Easement. On the terms and conditions set forth herein, Owner hereby conveys and warrants to Grantee, its successors and assigns, an exclusive, unobstructed right-of way, privilege and easement (the "Transmission Easement") on, over, under and across the Transmission Easement Area for the installation, construction, operation, maintenance, repair, replacement, relocation, removal and inspection of electrical transmission facilities, either overhead or underground, including, without limitation, wires, cables, conduits, and appurtenances thereto, communication lines, and other related facilities, equipment and improvements (the "Transmission Facilities"), allowing the Transmission Facilities on adjacent land to overhang onto the Premises; including permitting electromagnetic, audio, visual, view, light, noise, electrical, radio interference, shadow or other effects attributable to the Transmission Facilities, as the case may be.

b. Access Easement. On the terms and conditions set forth herein, Owner hereby conveys and warrants to Grantee, its successors and assigns, a non-exclusive easement ("Access Easement") for vehicular and pedestrian ingress, egress and access to the Premises and the Transmission Easement Area, on, over, under and across the Premises, and on, over, under and across any and all access routes to and from the Premises, in order to: (A) conduct any studies, tests or inspections that Grantee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archeological assessments, and transmission and interconnection studies; (B) construct and maintain roadways; and (C) install, construct, operate, maintain, repair, replace, relocate, remove or inspect the Transmission Facilities.

c. Clearance Easement. On the terms and conditions set forth herein, Owner hereby conveys and warrants to Grantee, its successors and assigns, a non-exclusive easement and right (the "Clearance Easement") to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation, and fire and electrical hazards, at the sole and absolute discretion of Grantee, now or hereafter existing in the Transmission Easement Area or any roadway area now or hereafter providing access thereto, and trim, cut down and remove any trees, brush, vegetation or fire or electrical hazards located outside of the Transmission Easement Area now or hereafter on the Premises which might interfere with or endanger the Transmission Facilities, or the construction or maintenance thereof, as determined by Grantee.

4. Successors and Assigns. The Agreement and rights granted to the Grantee therein will burden the Property and will run with the land. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.

5. Conflict of Provisions. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. In the event of any inconsistency between this Memorandum and the Agreement, the terms of the Agreement shall control.

6. Counterparts. This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

[Rest of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date set forth above.

**GRANTEE:**

**BRP Sandstone 3, LLC,  
a Delaware limited liability company**

Signed by:

By:

*Dana Diller*

Dana Diller, Chief Commercial Officer

STATE OF CO )  
 ) ss.  
COUNTY OF Douglas )

On June 23, 2025 before me, Brooke Flood, Notary Public, personally appeared Dana Diller 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.

DocuSigned by:

*Brooke Flood*

(SEAL) Notary Public

BROOKE N FLOOD  
NOTARY PUBLIC  
STATE OF COLORADO  
Notary ID: 20154001161  
My Commission Expires 11/7/2027

OWNER:

Jeremy and Charlie Auch

By: 

Printed Name: Jeremy Auch

STATE OF

Nevada

COUNTY OF

Eureka

On

June 14, 2025

before me,

Julia A. Broad

Notary Public, personally appeared

Jeremy Auch 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.



(SEAL) Notary Public



OWNER:

Jeremy and Chanlie Auch

By: Chanlie Auch

Printed Name: Chanlie Auch

STATE OF Nevada

COUNTY OF Eureka

On June 16, 2025 before me, Julia W. Broad, Notary Public, personally appeared Chanlie Auch 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.

[Signature]

(SEAL) Notary Public



**EXHIBIT A**  
**Description of the Premises**

**[To be replaced upon obtaining legal description]**

**The Premises is all of the following tracts or parcels of land located in Eureka County, Nevada, more particularly described as follows:**

**APN: 734022**

That portion of Government Lot 20, located in the SE4SE4 of (7.00Ac) as described on that certain Parcel Map recorded for James Ithurrealde Sr.(Map #136847) Changed from Parcel #007-340-14 TO 07-340-22 Additional land (Map #167902) (18.00Ac): A parcel of land located within Lot 20 (SE4SE4) of Section 30,T20N,R53E, Eureka County, Nevada containing 18.00 acres, more or less and being further described as follows: Commencing at the SE corner of Section 30, T20N,R53E THENCE S 89 37'48" W. along the south section line of said Section 30 for a distance of 33.00 feet to a point, the SE corner of Parcel No. 2 as shown on a parcel map filed in the Eureka County Recorder's Office under File No. 136847; THENCE continuing S 89 37'48" W. along the south section line of said Section 30 for a distance of 780.96 feet to the SW corner of said Parcel Map No. 136847, and also the SE corner of this description, Corner No. 1, the true point of beginning; THENCE continuing S 89 37'48" W. along the south section line of Section 30 for a distance of 579.71 feet to the SW corner of said Lot 20 (SE4SE4) and also the SW corner of this description, Corner No. 2; THENCE N 0 29'09" E. along the west boundary line of said Lot 20 (SE4SE4 of Section 30 for a distance of 820.75 feet to the NW corner of this description, Corner No. 3; THENCE S 88 41'36" E. for a distance of 1359.21 feet to the North corner of said Parcel No. 2, as shown on Parcel Map No. 136847, which is also Corner No. 4 of this description; THENCE S 45 00' 17" W. along the northwesterly property line of Parcel No. 2, as shown on Parcel Map No. 136847, for a distance of 1111.64 feet to Corner No. 1, the true point of beginning of this description, containing 18.00 acres, more or less. As per Record of Survey Boundary Line Adjustment Map filed in the Office of the Eureka County, Nevada Recorder's Office as File No. 167902.

**EXHIBIT B**

**Description of the Transmission Easement Area**

**[To be replaced upon obtaining legal description]**

**The Transmission Easement Area is on that certain portion of the Premises in Eureka County, Nevada as more particularly described below:**

DRAFT



**Exhibit B-1**

**Depiction of the Transmission Easement Area**

