

## DISCLAIMER

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## RANGE LINE AGREEMENT

This Range Line Agreement ("*Agreement*") is made -- by and between the signatories below -- for the purpose of adjusting/realigning the allotment boundary line, *in part*, between the Hot Creek Allotment and the Reveille Allotment.

Whereas, (a), a relatively small area is realigned from the Hot Creek Allotment to the Reveille Allotment. The area realigned embraces the headwaters of Music Canyon up to the watershed divide between Hot Creek Valley and Stone Cabin Valley, as well as Charcoal Basin.

Whereas, (b), the previous boundary line was purportedly established by a 1978 Allotment Agreement. The Fallini family (operator of the Reveille Allotment) was not a party to the 1978 Allotment Agreement. The Fallini's possess vested water rights on three springs in the realignment area which bears out the Fallini historical use of the area. The records show that the Fallini's tried to get a previous operator of the Hot Creek Allotment to agree to this realignment in years past to no avail. The records also show that the BLM was amenable to such a realignment if the two operators had been able to agree. The records further bear out the fact that this realigned boundary line is, in fact, a natural barrier so that the realigned area is unavailable to cattle grazing in the Hot Creek Allotment. The only way cattle can access the realigned area is by going up Music Canyon from the Reveille Allotment. So the realignment makes practical sense and the current operator of the Hot Creek Allotment, Silver State Ranches, is willing to correct the past error or oversight.

Whereas, (c), the 1978 Allotment Agreement was signed by Tom Colvin Jr. and Sr. representing the Stone Cabin Allotment which lies immediately west of the watershed divide between Hot Creek Valley and Stone Cabin Valley. Since this *Agreement* does not alter the allotment boundary line between the two valleys which is on the divide, the Colvin signature is not part of this *Agreement*. Rather, Colvin & Son, LLC will simply be furnished a copy for his information.

Whereas, (d), the livestock carrying capacity of the realigned area is addressed in an internal U.S. Department of Interior, Bureau of Land Management (USDI-BLM) Memo dated March 17, 1988, signed by Supervisory Range Conservationist Roger Oyler. The same realignment was being evaluated then and Mr. Oyler observed that the 15 AUM livestock capacity of the subject area if realigned would have a minimal effect on either allotment. This minimal effect does not warrant a shift in Grazing Preference/Permitted use between the two allotments and the Grazing Preference/Permitted use of the two allotments will not be changed as a result of this *Agreement*.

Whereas, (e), the new boundary line resulting from this *Agreement* extends north and west from the west end of the existing division fence between the Hot Creek and Reveille Allotments that is located in T5N, R50E; T6N, R50E; and T6N, R51E. The line extends up the ridge that divides Music Canyon in the Reveille Allotment from Red Rock Canyon in the Hot Creek Allotment. The line continues northwest up to, and over, the two Twin Peaks, and then continues west to the watershed divide between Hot Creek Valley and Stone Cabin Valley. The attached map depicts the old and new lines resulting from this *Agreement*.

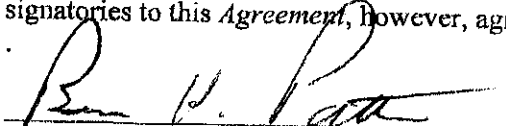
Now therefore, in consideration of the mutual promises and covenants herein, the signatories below agree to the following:

(1) The signatories to this *Agreement* affirm and/or reaffirm the adjustment/realignment documented in paragraph (e) above, and agree to the adjustment/realignment documented in paragraph (e) above.

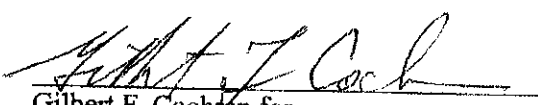
(2) The signatories to this *Agreement* agree that the adjustment/realignment described in paragraph (e) above constitutes a fair, equitable, and practical range division based on the respective qualifications of the dependent base properties of the signatories.

(3) The signatories to this *Agreement* agree that any adjustments in Grazing Preference/Permitted use shall hereinafter be made within the allotment in which the signatory is assigned. Further, no shifts in Grazing Preference/Permitted Use shall be made between these allotments because of fire, drought, or other factors which preclude a signatory from making licensed use, unless agreed by all affected parties.

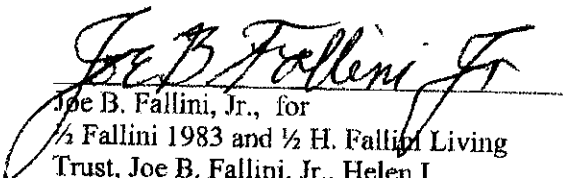
(4) The signatories to this *Agreement* agree that this *Agreement* shall be binding upon the respective heirs, executors, administrators, successors in interest, and/or assigns. Further, this *Agreement* shall be effective regardless of a lack of signature/approval by the U.S. Department of Interior. The signatories to this *Agreement*, however, agree to cooperate and coordinate such agency's approval.

  
Ben H. Patterson for  
Silver State Ranches,  
Hot Creek Allotment Permittee

2-24-03  
Date

  
Gilbert F. Cochran for  
Upper Hot Creek Ranch, Hot Creek  
Allotment Permit Lessor

14 Feb 03  
Date

  
Joe B. Fallini, Jr., for  
1/2 Fallini 1983 and 1/2 H. Fallini Living  
Trust, Joe B. Fallini, Jr., Helen L.  
Fallini, and Susan Fallini,  
Reveille Allotment Permittee

3/3/03  
Date

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STATE OF NEVADA                    )  
                                          )ss.  
COUNTY OF EUREKA                )

I, Kimberly L. Todd, a notary public, do hereby certify that on this 24 day of February, 2003, personally appeared before me Ben H. Patterson, who, being by me first duly sworn, declared that he is General Manager and an authorized representative of Silver State Ranches, that he signed the

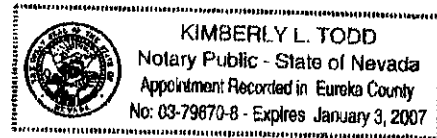
Range Line Agreement, as an authorized representative of Silver State Ranches, and that the statements contained therein are true.

NOTARY PUBLIC IN AND FOR THE STATE OF NEVADA.

Kimberly L. Todd  
Name Kimberly L. Todd

January 3, 2007  
Commission Expires

STATE OF NEVADA )  
 )ss.  
COUNTY OF WASHOE )



I, Lisa M. Overbay, a notary public, do hereby certify that on this 14<sup>th</sup> day of February, 2003, personally appeared before me Gilbert F. Cochran, who, being by me first duly sworn, declared that he is an authorized representative of the Upper Hot Creek Ranch, that he signed the foregoing Range Line Agreement, as an authorized representative of the Upper Hot Creek Ranch, and that the statements contained therein are true.

NOTARY PUBLIC IN AND FOR THE STATE OF NEVADA.

Lisa M. Overbay  
Name Lisa M. Overbay

May 2, 2003  
Commission Expires

A rectangular notary seal stamp for Lisa M. Overbay. It includes a circular emblem on the left and text on the right stating her name, title as Notary Public for Nevada, the county of Washoe, and the commission expiration date.

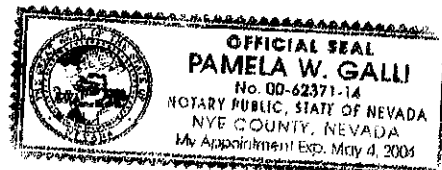
STATE OF NEVADA )  
 )ss.  
COUNTY OF NYE )

I, Pamela Galli, a notary public, do hereby certify that on this 3 day of March, 2003, personally appeared before me Joe B. Fallini, Jr., who, being by me first duly sworn, declared that he is an authorized representative of 1/2 Fallini 1983 and 1/2 H. Fallini Living Trust, Joe B. Fallini, Jr., Helen L. Fallini, and Susan Fallini, that he signed the foregoing Range Line Agreement, as an authorized representative of 1/2 Fallini 1983 and 1/2 H. Fallini Living Trust, Joe B. Fallini, Jr., Helen L. Fallini, and Susan Fallini, and that the statements contained therein are true.

NOTARY PUBLIC IN AND FOR THE STATE OF NEVADA.

Pamela W. Galli  
Name

May 4, 2004  
Commission Expires



# Legend

- Unchanged Bdry Line
- New Bdry. Line
- ..... Old Bdry. Line
- \*\*\* Existing Fence

Stone  
Cabin  
Allotment

Hot Cr  
Allotment

Retaille  
Allotment

R49E

R50E