

211506

SIERRA PACIFIC POWER COMPANY
TO
THE NEW ENGLAND TRUST COMPANY
AND
FLETCHER C. CHAMBERLIN
as Trustees

Third Supplemental Indenture

Dated as of October 1, 1952

Supplementing the Indenture of Mortgage

Dated as of December 1, 1940

**This is a Chattel Mortgage as well as a
Mortgage upon Real Estate and
Other Property.**

THIS THIRD SUPPLEMENTAL INDENTURE dated for convenience as of the first day of October 1, 1952 by and between **SIERRA PACIFIC POWER COMPANY** (formerly known as **THE TRUCKEE RIVER GENERAL ELECTRIC COMPANY** and also as **TRUCKEE RIVER POWER COMPANY**), a corporation duly organized and existing under the laws of the State of Maine (hereinafter sometimes called the "Company"), party of the first part, and **THE NEW ENGLAND TRUST COMPANY**, a corporation duly organized and existing under and by virtue of the laws of the Commonwealth of Massachusetts, and having its principal place of business in the City of Boston, Massachusetts and **FLETCHER C. CHAMBERLIN** (both of whom are hereinafter sometimes called the "Trustees", the former being hereinafter sometimes called the "Trustee" and the latter the "Individual Trustee" or "Co-Trustee" and the address of each of whom is 135 Devonshire Street, Boston, Massachusetts), parties of the second part.

WHEREAS, the Company has heretofore executed and delivered to The New England Trust Company and Leo W. Huegle, as Trustees, an Indenture of Mortgage, dated as of December 1, 1940 (hereinafter called the "Original Indenture") to secure, as provided therein, its bonds (in the Original Indenture and herein called the "Bonds") to be designated generally as its First Mortgage Bonds and to be issued in one or more series as provided in the Original Indenture; and

WHEREAS, on April 11, 1947, Leo W. Huegle, Co-Trustee under the Original Indenture, resigned, and the Company and The New England Trust Company, Trustee, in accordance with the provisions of \$15.20 of the Original Indenture accepted such resignation and appointed Fletcher C. Chamberlin as successor Co-Trustee thereunder and Fletcher C. Chamberlin is now the qualified and acting Co-Trustee thereunder; and

WHEREAS, the Company has heretofore executed and delivered to the Trustees a First Supplemental Indenture, dated as of August 1, 1947 (hereinafter sometimes referred to as the "First Supplemental Indenture"), supplementing and modifying the Original Indenture, which First Supplemental Indenture, among other things, describes the terms of the series of Bonds established by the Board of Directors of the Company and designated as First Mortgage Bonds, 2 $\frac{7}{8}$ % Series due 1977, dated as of August 1, 1947 and due August 1, 1977 (in said First Supplemental Indenture and hereinafter sometimes referred to as "Bonds of the 1977 Series"); and

WHEREAS, the Company has heretofore executed and delivered to the Trustees a Second Supplemental Indenture dated as of April 1, 1948 (hereinafter sometimes referred to as the "Second Supplemental Indenture"), supplementing and modifying the Original Indenture, which Second Supplemental Indenture, among other things, describes the terms of the series of Bonds established by the Board of Directors of the Company and designated as First Mortgage Bonds, 3 $\frac{1}{4}$ % Series due 1978, dated as of April 1, 1948 and due April 1, 1978 (in said Second Supplemental Indenture and hereinafter sometimes referred to as "Bonds of the 1978 Series"); and

WHEREAS, Three Million Dollars (\$3,000,000) aggregate principal amount of First Mortgage Bonds, Series A 3 $\frac{1}{4}$ %, due December 1, 1970 (in the Original Indenture and herein called "Series A Bonds" or "Bonds of Series A") of the Company have been heretofore issued under the Original Indenture and Nine Hundred Seventy-five Thousand Dollars (\$975,000) principal amount of the Bonds of the 1977 Series have been issued under the Original Indenture, as supplemented and modified by the First Supplemental Indenture and Three Million Five Hundred Thousand Dollars (\$3,500,000) principal amount of the Bonds of the 1978 Series have been issued under the Original Indenture, as supplemented and modified by the First Supplemental Indenture and by the Second Supplemental Indenture, and all of said Bonds are outstanding at the time of the execution and delivery of this Third Supplemental Indenture; and

WHEREAS, the Board of Directors of the Company has established under said Original Indenture, as supplemented and modified, a new series of Bonds to be designated First Mortgage Bonds, 3 $\frac{1}{4}$ % Series due 1982, to be dated as of October 1, 1962 and to be due October 1, 1982 (hereinafter sometimes referred to as "Bonds of the 1982 Series") in the principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000) and has authorized the issue of said Bonds of the 1982 Series pursuant to the provisions of Article 3 of the Original Indenture to obtain funds for its corporate purposes; and

WHEREAS, §16.01 of the Original Indenture provides, among other things, that the Company may execute and file with the Trustees and the Trustees at the request of the Company shall join in indentures supplemental to the Original Indenture and which thereafter shall form a part thereof, for the purposes, among others, of (a) describing the terms of any new series of Bonds as established by resolution of the Board of Directors of the Company pursuant to §2.03 of the Original Indenture, (b) subjecting

578

8

to the lien of the Original Indenture, or perfecting the lien thereof upon, any additional properties of any character, and (c) for any other purpose not inconsistent with the terms of the Original Indenture and which shall not impair the security of the same, or for the purpose of curing an ambiguity or curing, correcting or supplementing any defective or inconsistent provision contained therein; and

WHEREAS, the Company desires to execute this Third Supplemental Indenture and hereby requests the Trustees to join in this Third Supplemental Indenture for the purpose of describing the terms of the Bonds of the 1982 Series, and subjecting to the lien of the Original Indenture, as supplemented and modified, or perfecting the lien thereof upon, the additional properties acquired by the Company since the execution and delivery of the Second Supplemental Indenture (the Original Indenture, as supplemented and modified by the First Supplemental Indenture and by the Second Supplemental Indenture and as supplemented by this Third Supplemental Indenture being herein sometimes called the "Indenture"); and

WHEREAS, all conditions necessary to authorize the execution, delivery and recording of this Third Supplemental Indenture and to make this Third Supplemental Indenture a valid and binding Indenture of Mortgage for the security of the Bonds of the Company issued or to be issued under the Indenture, have been complied with or have been done or performed;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in order to secure equally and ratably the payment of the principal and interest of the Bonds issued under and secured by the Original Indenture, as heretofore supplemented and modified and hereby supplemented at any time outstanding, according to their tenor and effect, and the performance of all the covenants and conditions in the Indenture and in said Bonds contained, said Sierra Pacific Power Company for and in consideration of the premises and of the purchase and acceptance of said Bonds by the holders thereof, and of the sum of one dollar (\$1.00) and of other valuable consideration to it duly paid by the Trustees at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, has executed and delivered these presents, and has granted, bargained, sold, conveyed, transferred, pledged, assigned, remised, released, mortgaged, set over and confirmed, and by these presents does grant, bargain, sell, convey, transfer, pledge, assign, remise, release, mortgage, set over and confirm, all of the property hereinafter described, (except the

property described in Part VI hereof), which has been acquired by the Company since the execution and delivery by it of the Second Supplemental Indenture, that part not situated in the State of California unto the Trustees and their successors and assigns, and that part situated in the State of California unto the Individual Trustee and his successors and assigns, to wit:

PART I.

Real Property in the State of Nevada.

The following described pieces, parcels or tracts of land, rights of way, easements and rights and interests in and to land lying and being in the State of Nevada, together with all improvements of every description thereon situate or in anywise incident or appertaining thereto:

Lyon County, Nevada

(1) The following described property situate in Smith Valley, Lyon County, Nevada, which John B. Roberts and Nancy E. Roberts, his wife, conveyed to Sierra Pacific Power Company by deed dated February 3, 1949, recorded in Book 35 of Deeds, Page 512, Official Records of Lyon County, Nevada:

Commencing at a point on the East line of a County Road, said point being the intersection of a fence line marking the East line of said County Road and a fence line marking the North line of the Northwest one-quarter (NW $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of said Section 23, T.11N. R.23E. MDB&M,

Thence, S. 88° 19' E. along said North fence line a distance of 20 feet; Thence, at a right angle bearing S. 01° 41' W. 50.00 feet to a point marked by an iron pin, said point being the true point of beginning for this conveyance;

Thence, at a right angle bearing S. 88° 19' E. running parallel to and 50.00 feet southerly from the said north fence line a distance of 150 feet to a point marked by an iron pin;

Thence, at a right angle bearing S. 01° 41' W. 150.00 feet, to a point marked by an iron pin;

Thence, at a right angle bearing N. 88° 19' W. 150.00 feet to a point marked by an iron pin, said point being 20 feet East of the East line fence of the above mentioned County Road;

Thence, at a right angle bearing N. 01° 41' E. parallel to and 20.0 feet East of the East fence line of said County Road 150.00 feet to a point marked by an iron pin, said point being the place of beginning, containing 0.52 acres.

Ormsby County, Nevada

(1) The following described property situate in Ormsby County, Nevada, which Kenneth F. Johnson and Kathryn H. Johnson, his wife, conveyed to Sierra Pacific Power Company by deed dated June 6, 1952; recorded in Book 60 of Deeds, Page 199, Official Records of Ormsby County, Nevada:

A parcel of land situate in the Southwest one-quarter (SW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 8, T.15N. R.20E. MDB&M, being more particularly described as follows:

Beginning at the Northeast corner of Corbett and Roop Streets in Carson City, Nevada, and running

Thence, northerly along the east line of Roop Street a distance of 960 feet more or less, to the Southeast corner of Lee and Roop Streets, and the south line of property owned by Ormsby County;

Thence, easterly along the southerly line of that real property owned by Ormsby County, a distance of 1257 feet more or less, to a point on the easterly line of the Southwest one-quarter (SW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of said Section 8,

Thence, southerly along the easterly line of the Southwest one-quarter (SW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 8, a distance of 960 feet more or less, to the north line of Corbett Street extended;

Thence, westerly along the north line of Corbett Street extended, a distance of 1257 feet more or less, to the point of beginning.

Excepting therefrom Parcel "A" (to be retained by the aforesaid Grantors) and being described as:

A strip of land 208 feet in width situate adjacent to and parallel to the east line of Roop Street and extending from the north boundary of the existing Sierra Pacific Power Company property to the south line of

the Ormsby County property at Lee Street as hereinabove mentioned; The existing Sierra Pacific Power Company property being as described by deed from Carson City and recorded in Book 42 of Deeds, Page 230, Ormsby County Records.

Excepting therefrom, Parcel "B" (to be retained by the aforesaid Grantors) and being described as:

A portion of the hereinabove described parcel, the northerly line of said Parcel "B" being situate 8 feet southerly of Sierra Pacific Power Company's existing Carson-Glenbrook electric transmission line; the westerly line of said Parcel "B" being 50 feet from and parallel to the easterly line of the aforesaid existing Sierra Pacific Power Company property; the southerly line of said Parcel "B" being the northerly line of Corbett Street extended; the easterly line of said excepted portion being the easterly line of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 8.

Washoe County, Nevada

(1) The following described parcel situate in the City of Sparks, Washoe County, Nevada, which Richard Webb Platt and Violet Platt, his wife, conveyed to Sierra Pacific Power Company by deed dated 24 September, 1948; recorded in Book 226 of Deeds, Page 156, Official Records of Washoe County:

Lot 1 in Block 32 in the Town, now City, of Sparks, Washoe County, Nevada, formerly known as New Wadsworth and Harriman, according to the official map thereof, filed in the office of the County Recorder of Washoe County, Nevada, on April 23, 1904.

(2) The following described property situate in the West one-half (W $\frac{1}{2}$) of the Northeast one-quarter (NE $\frac{1}{4}$) of Section 3, T.19N. R.19E. MDB&M which John B. Boyd and Dorothy Anne Boyd, his wife, conveyed to Sierra Pacific Power Company by deed dated December 24, 1948; recorded in Book 230 of Deeds, Page 126, Official Records of Washoe County, Nevada:

Beginning at a point on the north and south center line of said Section 3, which line is also the west boundary line of the property of the aforesaid Grantors, said point being also the northwest corner of the property of the aforesaid Grantors; and from which point the north quarter corner (N $\frac{1}{4}$) of said Section 3 bears N. 0° 00' 30" W a distance of 1196.99 feet, and running

Thence, along said north and south center line of Section 3, S. 0° 00' 30" E. 1074.21 feet to a point on the Northwesterly property line of Sierra Pacific Power Company (successor to Nevada Power, Light and Water Company);

Thence, along said property line of said Sierra Pacific Power Company, N. 41° 57' E. 231.50 feet;

Thence, N. 34° 20' E. 118.15 feet.

Thence, N. 23° 02' E. 487.12 feet

Thence, East 503.48 feet

Thence, South 615.21 feet; (the last five courses defining a portion of the boundary line of the land intended to be conveyed from J. N. Evans to the Nevada Power, Light and Water Company, by deed dated August 27, 1903, and recorded in the Official Records of Washoe County, Nevada, in Book 24 of Deeds, at Page 170);

Thence, leaving the boundary line of the property of said Sierra Pacific Power Company and running East 39.00 feet;

Thence, North 975.65 feet, to the North boundary line of the property of the aforesaid Grantors;

Thence, along said north boundary line S. 89° 45' W. 954.63 feet, to the point of beginning.

Containing in all, 12.39 acres.

Also, all land of the aforesaid Grantors in said West half of the Northeast quarter of Section 3, lying between the boundaries of the land hereby conveyed and the boundaries of the land conveyed from J. N. Evans to the Nevada Power, Light and Water Company by said deed dated August 27, 1903, and lying west of the course hereinabove designated as "North 975.56 feet" and north of the course hereinabove designated as "East 39.00 feet" and north and west of a straight line running from the westerly extreme of said last mentioned course to the southernmost point of the land hereby conveyed.

Excepting therefrom that portion of the hereinabove described property conveyed to F. G. Barnett and Genevieve E. Barnett, his wife, by Sierra Pacific Power Company by Deed dated March 11, 1952; recorded in Book 296 of Deeds, Page 337, Official Records of Washoe County, Nevada more particularly described as follows:

A parcel of land situated within the County of Washoe, State of Nevada, and lying and being within the West half of the NE¼ of Section 3, T.19N. R.19E. MDB&M, and more particularly described as follows, to-wit:

Commencing at the North quarter corner of Section 3, T.19N R.19E. MDB&M and running

Thence, S. 0° 00' 30" E. 1196.99 feet to a Stone and Webster monument;

Thence, N. 89° 45' E. 542.85 feet, to the true point of beginning, continuing

Thence, N. 89° 45' E. 411.78 feet to a Sierra Pacific Power Company monument;

Thence, South 360.35 feet;

Thence, West 542.48 feet, to a Stone & Webster monument

Thence, N. 26° 18' E. 107.16 feet

Thence, N. 23° 01' E. 91.05 feet

Thence, N. 12° 51' E. 45.51 feet

Thence, N. 15° 36' E. 139.45 feet to the true point of beginning

Containing in all, 3.861 acres.

(3) The following described property situate in the County of Washoe, which Norman Biltz and M. T. Doyle conveyed to Sierra Pacific Power Company by deed dated April 20, 1949; recorded in Book 236 of Deeds, Page 22, Official Records of Washoe County, Nevada:

A portion of Lot 31, a portion of the right of way of the abandoned Southside Ditch, and a portion of the unsubdivided area between the Southeasterly line of the abandoned Southside Ditch and the Northwesterly line of the Lake Ditch, all of Block "B" of the Greenfield Subdivision, according to the official plat thereof as filed May 17th, 1940, in the office of the County Recorder, Washoe County, Nevada, more particularly described as follows:

Beginning at a point on the Northwesterly line of the Lake Ditch, in Block "B" of the Greenfield Subdivision, from which point the Northeast corner of Lot 10 of the said Block "B" bears S. 22° 23' 40" E. 410.19 feet and running

584

9

Thence, N. 0° 02' 40" W. 33.00 feet, to a concrete monument located on the Northwesterly line of the abandoned Southside Ditch, and said monument being the Southwest corner of the parcel of land containing .088 acres as conveyed to Sierra Pacific Power Company by M. T. Doyle and Norman Biltz by deed dated September 2, 1940, and recorded in Volume 137 of Deeds at Page 2, Official Records of Washoe County, Nevada.

Thence, N. 0° 02' 40" W. 83.51 feet, to a point on the South line of Moana Lane, as now located,

Thence, N. 89° 02' 50" E. along the south line of Moana Lane, as now located, 135.58 feet, to a point on the Northwesterly line of the Lake Ditch,

Thence, S. 23° 44' 27" W. 21.90 feet, along the Northwesterly line of said Lake Ditch,

Thence, S. 52° 04' 05" W. along the northwesterly line of said Lake Ditch 160.59 feet, to the point of beginning, containing .20 acres of land, more or less.

(4) The following described property situate in the East one-half (E½) of Section 3, T.19N. R.19E. MDB&M, which Clarence E. Taylor and Sarah L. Taylor, his wife, conveyed to Sierra Pacific Power Company by deed dated May 20, 1949; recorded in Book 236 of Deeds, Page 233, Official Records of Washoe County, Nevada:

All that certain parcel of land situate within the County of Washoe; State of Nevada, lying within the SW¼ of the NE¼ and the NW¼ of the SE¼ of Section 3, T.19N. R.19E. MDB&M, described as follows, to-wit:

Beginning at a point on the north and south center line of said Section 3, said point being a corner common to the property of Sierra Pacific Power Company and Clarence E. Taylor, and from which point the north quarter corner of said Section 3 bears N. 0° 00' 30" W. 2288.83 feet; and running

Thence, along said north and south center line of Section 3, S. 0° 00' 30" E. 361.53 feet to the northerly end of Coleman Drive as shown on the official map of Grand View Heights Subdivision on file in the office of the County Recorder of Washoe County, Nevada, said point being also the center of said Section 3;

Thence, along the northerly end of said Coleman Drive N. $89^{\circ} 59' 30''$ E. 40.00 feet to the easterly line thereof;

Thence, along said easterly line S. $0^{\circ} 00' 30''$ E. 68.15 feet;

Thence, East 491.33 feet to a point on the boundary line between the property of Clarence E. Taylor and Sarah L. Taylor and Sierra Pacific Power Company;

Thence, along said boundary line N. $10^{\circ} 15'$ E. 193.70 feet

Thence, N. $46^{\circ} 50'$ W. 117.00 feet;

Thence, N. $4^{\circ} 00'$ E. 315.00 feet;

Thence, N. $73^{\circ} 45'$ W. 295.00 feet;

Thence, S. $35^{\circ} 05'$ W. 53.00 feet;

Thence, S. $44^{\circ} 10'$ W. 271.00 feet, to the point of beginning. (The first course and last six courses define a portion of the boundary line of the land intended to be conveyed from the Truckee River Power Company to H. J. Pratt by deed dated December 7, 1923, and recorded in the Official Records of Washoe County, Nevada, in Book 64 of Deeds at Page 80).

Containing in all 6.904 acres.

(5) The following described property situate in the City of Sparks, Washoe County, Nevada, which William R. Dalmas and Alice L. Dalmas, his wife, conveyed to Sierra Pacific Power Company by Deed dated April 23, 1949; recorded in Book 234 of Deeds, Page 368, Official Records of Washoe County, Nevada:

Lot 2 Block 32 of Town of Sparks, Washoe County, Nevada, formerly known as New Wadsworth and Harriman according to the official map thereof filed in the office of the County Recorder of Washoe County, State of Nevada, on April 28, 1904.

(6) The following described property situate in Washoe County, Nevada, which Guy A. Marsh and John C. Potts conveyed to Sierra Pacific Power Company by deed dated August 18, 1949, recorded in Book 238 of Deeds, Page 405, Official Records of Washoe County, Nevada:

A portion of Blocks "C," "D" "E" and "F" of the Verdi Lake Estates, according to the official plat thereof as filed September 10, 1947, in the office of the County Recorder, Washoe County, Nevada, more partic-

ularly described as follows:

Beginning at a point on the easterly line of the said Verdi Lake Estate, from which point the Southeast corner of Section 7 T19N R18E MDM bears S. 0° 05' E. 428.73 feet, running

Thence, S. 60° 05' 00" W. 1123.41 feet

Thence S. 89° 36' 40" W. 156.73 feet, to a point on the westerly line of Lot 14, Block "F"

Thence, N. 27° 01' 30" E. along the said westerly line of Lot 14, 49.54 feet to the Southwest corner of Lot 15 of Block "F" of the said Verdi Lake Estates:

Thence, N. 24° 20' E. along the westerly line of Lot 15 a distance of 89.16 feet.

Thence, N. 89° 36' 40" E. 63.62 feet

Thence, N. 60° 05' 00" E. 1162.24 feet, to a point on the easterly line of Lot 16, Block "C"

Thence, S. 0° 05' E. along the said easterly line of Lot 16, 144.10 feet to the true point of beginning,

Containing 3.593 acres.

(7) The following described property situate in Washoe County, Nevada, which Frank W. Welsh and Lucille Welsh, husband and wife, conveyed to Sierra Pacific Power Company by deed dated June 12, 1950; recorded in Book 256 of Deeds, Page 538, Official Records of Washoe County, Nevada:

Parcel No. 4

A parcel of land lying within the E½ of SW¼ of Section 9, T.19N. R.19E. MDB&M, and more particularly described as follows, to-wit:

Beginning at a point on the south boundary line of said Section 9 said south boundary line of Section 9 being also the south boundary line of the property of the aforesaid Grantor, and from which point the South quarter corner of said Section 9 bears N. 89° 35' E. 204.34 feet, and running

Thence, N. 17° 34' E. 124.49 feet

Thence, N. 16° 32' E. 111.41 feet

12

Thence, N. 8° 52' E. 125.48 feet
Thence, N. 5° 37' E. 148.40 feet
Thence, N. 6° 24' W. 45.16 feet
Thence, N. 13° 22' E. 67.94 feet
Thence, N. 0° 02' E. 90.14 feet
Thence, N. 19° 20' W. 70.12 feet
Thence, N. 61° 00' W. 62.68 feet
Thence, N. 46° 28' W. 70.68 feet
Thence, N. 36° 44' W. 45.55 feet
Thence, N. 15° 17' W. 32.02 feet
Thence, N. 22° 14' E. 216.04 feet
Thence, N. 34° 16' E. 140.57 feet
Thence, N. 46° 33' E. 69.89 feet
Thence, N. 29° 27' E. 85.86 feet to a point on the north and south center line of said Section 9,
Thence, along said north and south center line of Section 9 N. 0° 04' W. 65.42 feet
Thence, S. 41° 13' W. 33.18 feet
Thence, S. 26° 56' W. 76.22 feet
Thence, S. 47° 14' W. 90.40 feet
Thence, S. 35° 09' W. 155.09 feet
Thence, S. 23° 09' W. 204.08 feet
Thence, S. 6° 52' W. 41.86 feet
Thence, S. 9° 49' E. 41.20 feet
Thence, S. 40° 35' E. 102.53 feet
Thence, S. 56° 59' E. 100.14 feet
Thence, S. 17° 33' E. 45.98 feet
Thence, S. 5° 46' W. 157.22 feet

13

Thence, S. 3° 16' W. 200.27 feet

Thence, S. 11° 01' W. 129.46 feet

Thence, S. 20° 51' W. 117.28 feet

Thence, S. 13° 08' W. 97.95 feet to said south boundary line of Section 9;

Thence, along said south boundary line of Section 9, N. 89° 35' E. 38.99 feet, to the true point of beginning.

Containing in all 1.489 acres.

Parcel No. 5

A parcel of land lying within the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 9, T. 19N. R. 19E. MDB&M, and more particularly described as follows, to-wit:

Beginning at a point on the east boundary line of said NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 9, from which point the south quarter corner of said Section 9 bears S. 0° 04' E. 2131.30 feet and running

Thence, along said east boundary line of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 9, N. 0° 04' W. 70.39 feet

Thence N. 74° 18' 30" W. 96.18 feet

Thence, N. 2° 11' W. 15.47 feet

Thence N. 23° 03' E. 182.51 feet

Thence, N. 87° 41' E. 21.48 feet to a point on said east boundary line N. 0° 04' W. 154.68 feet

Thence, S. 78° 41' W. 27.87 feet

Thence, S. 22° 40' 30" W. 387.70 feet

Thence, S. 67° 51' 30" E. 191.43 feet to the point of beginning.

Containing in all 0.707 acres.

Parcel No. 6

A parcel of land lying within the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 9, T. 19N. R. 19E. MDB&M, and more particularly described as follows, to-wit:

Beginning at the SW corner of said SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 9, which point is also the SW corner of the property of the aforesaid Grantor,

and from which point the SW corner of said Section 9 bears S. 89° 35' W. 1312.86 feet, and running

Thence along the south boundary line of said Section 9, said south boundary line of Section 9 being also the south boundary line of the property of the aforesaid Grantor, N. 89° 35' E. 23.12 feet

Thence, N. 18° 29' E. 92.96 feet

Thence, S. 33° 34' E. 105.05 feet to a point on said south boundary line of Section 9;

Thence, along said south boundary line of Section 9, N. 89° 35' E. 65.65 feet

Thence, N. 26° 27' W. 164.80 feet

Thence, N. 81° 08' W. 57.86 feet

Thence, S. 56° 53' W. 26.26 feet

Thence, S. 37° 37' W. 39.01 feet to a point on the west boundary line of the SE¼ of SW¼ of Section 9, said west boundary line of the SE¼ of SW¼ of Section 9 being also the west boundary line of the property of the aforesaid Grantor

Thence, along said west boundary line S. 0° 02' E. 112.48 feet to the point of beginning.

Containing in all 0.383 acres.

Parcels No. 5 and No. 6 containing in all, 1.090 acres.

Reserving, however, unto the aforesaid Grantors the right to maintain, reconstruct, and have access to a pumping plant upon the above described parcel of real property.

The aforesaid Grantors agree to allow a roadway 15 feet in width to lie westerly from and contiguous to the westerly boundary line of Parcel No. 4 as hereinbefore described, for purpose of access to the Highland Ditch.

The aforesaid Grantors agree to allow an access road to the pumping plant on the Highland Ditch situated near the Southwest corner of the property of the aforesaid Grantors.

(8) The following described property situate in Washoe County, Nevada, which John A. Davies and Ida Gemmill Davies, his wife, conveyed

to Sierra Pacific Power Company by deed dated February 6, 1951; recorded in Book 279 of Deeds, page 203, Official Records of Washoe County, Nevada:

A parcel of land situate in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, T. 19N. R. 18E. MDB&M and located along the northerly shore of the Truckee River adjacent to and northwesterly from Sierra Pacific Power Company's river diversion structure known as Washoe Dam, said parcel being further described as follows:

Commencing at the northwesterly corner of the property of the aforesaid Grantors, said point being at the intersection of the aforesaid Grantors' westerly fence line with the southerly right of way line of the Nevada State Highway, from which point a concrete monument of the Nevada State Highway designated "0" 280 + 81.84 P.C." bears easterly along the southerly right of way line of said highway a distance of 135.6 feet, and running

Thence, S. 31° 55' E. 215.5 feet along said westerly fence to an angle point,

Thence, S. 14° 54' E. 391.9 feet along said westerly fence line to an angle point

Thence, S. 43° 24' W. 232.5 feet to the true point of beginning of the parcel conveyed herein;

Thence, N. 62° 57' E. 15 feet

Thence, S. 27° 03' E. 88 feet

Thence, S. 57° 07' E. 360 feet more or less, to a point on the northerly shore of the Truckee River,

Thence, northwesterly along the shore of the Truckee River 500 feet, more or less, to a line which bears S. 62° 57' W. through the point of beginning

Thence, N. 62° 57' E. from the river shore to the true point of beginning.

(9) The following described property situate in Washoe County, Nevada, which Manuel E. Costa, a single person, conveyed to Sierra Pacific Power Company by deed dated May 24, 1950; recorded in Book 263 of Deeds, Page 553, Official Records of Washoe County, Nevada:

Parcel No. 1

A parcel of land lying within the NW¼ of SE¼ and SW¼ of NE¼ of Section 9, T. 19N. R. 19E. MDB&M, and more particularly described as follows, to-wit:

Beginning at a point on the north and south center line of said Section 9, said north and south center line being also the west boundary line of the property of the aforesaid Grantor, from which point the south quarter corner of said Section 9 bears S. 0° 04' E. 2411.97 feet, and running

Thence, N. 87° 41' E. 289.25 feet

Thence, N. 70° 47' E. 367.36 feet

Thence, N. 41° 46' E. 88.01 feet

Thence, N. 31° 06' E. 138.62 feet

Thence, N. 15° 42' E. 147.80 feet

Thence, N. 88° 11' E. 95.81 feet

Thence, N. 86° 00' E. 241.05 feet

Thence, S. 80° 54' E. 126.19 feet to a point on the east boundary line of said SW¼ of NE¼ of Section 9, said boundary line being also the east boundary line of the property of the aforesaid Grantor;

Thence, along said east boundary line N. 0° 10' E. 51.66 feet

Thence, N. 75° 58' W. 140.20 feet

Thence, S. 88° 49' W. 192.88 feet

Thence, S. 85° 59' W. 296.35 feet

Thence, S. 0° 26' E. 211.92 feet

Thence, S. 20° 25' W. 83.79 feet

Thence, N. 85° 38' W. 185.41 feet

Thence, S. 77° 58' W. 226.75 feet

Thence, S. 78° 41' W. 212.64 feet to a point on said north and south center line of Section 9;

17

Thence, along said north and south center line S. 0° 04' E. 154.68 feet to the point of beginning.

Parcel No. 1 containing in all 4.211 acres.

Parcel No. 2

A parcel of land lying within the NW¼ of SE¼ of Section 9, T. 19N. R. 19E. MDB&M and more particularly described as follows, to-wit:

Beginning at a point on the north and south center line of said Section 9, said north and south center line being also the west boundary line of the property of the aforesaid Grantor, from which point the south quarter corner of said Section 9 bears S. 0° 04' E. 1348.39 feet and running

Thence, N. 52° 43' E. 116.64 feet

Thence, N. 42° 17' E. 392.94 feet

Thence, N. 31° 36' E. 85.32 feet

Thence, N. 19° 15' E. 70.32 feet

Thence, N. 9° 19' E. 62.22 feet

Thence, N. 1° 42' 30" W. 73.30 feet

Thence, N. 12° 54' W. 44.31 feet

Thence, N. 31° 56' W. 51.90 feet

Thence, N. 51° 36' 30" W. 32.43 feet

Thence, N. 70° 26' W. 237.36 feet

Thence, N. 78° 01' W. 150.53 feet to a point on said north and south center line of Section 9;

Thence, along said north and south center line S 0° 04' E. 70.39 feet

Thence, S. 68° 05' 30" E. 348.63 feet

Thence, S. 2° 45' E. 234.95 feet

Thence, S. 44° 17' 30" W. 201.02 feet

Thence, S. 38° 01' 30" W. 199.90 feet

Thence, S. 53° 53' W. 87.16 feet to a point on said north and south center line of Section 9

Thence, along said north and south center line S. 02° 04' E. 65.42 feet to the point of beginning.

Parcel No. 2 containing in all 2.194 acres.

Parcel No. 3

A parcel of land lying within the SW¼ of SW¼ of Section 9, T. 19N. R. 19E. MDB&M and more particularly described as follows, to-wit:

Beginning at a point on the south boundary line of said Section 9, said boundary line of Section 9 being also the south boundary line of the property of the aforesaid Grantor; from which point the Southwest corner of said Section 9 bears S 89° 35' W. 334.19 feet, and running

Thence, along said south boundary line of Section 9, N. 89° 35' E. 86.24 feet

Thence, N. 10° 32' E. 81.03 feet

Thence, S. 43° 45' E. 109.37 feet to a point on said south boundary line of Section 9

Thence, along said south boundary line of Section 9, N. 89° 35' E. 114.77 feet

Thence, N. 44° 04' W. 236.30 feet

Thence, N. 81° 18' 30" W. 67.84 feet

Thence, S. 18° 14' 30" W. 191.80 feet, to the point of beginning.

Parcel No. 3 containing in all 0.637 acres.

Parcel No. 4

A parcel of land lying within the SW¼ of SW¼ of Section 9, T. 19N. R. 19E. MDB&M and more particularly described as follows, to-wit:

Beginning at a point on the south boundary line of said Section 9, said south boundary line of Section 9 being also the south boundary line of the property of the aforesaid Grantor, from which point the southwest corner of said Section 9 bears S. 89° 35' W. 1276.90 feet and running

Thence, along said south boundary line of Section 9, N. 89° 35' E. 35.96 feet to the southeast corner of said SW¼ of SW¼ of Section 9

19

Thence, along the east boundary line of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 9, said east boundary line being also the east boundary line of the property of the aforesaid Grantor;

N. 0° 02' W. 112.48 feet

Thence, S. 22° 06' W. 50.49 feet

Thence, S. 14° 22' W. 68.09 feet, to the point of beginning.

Parcel No. 4 containing in all 0.052 acres.

Parcels No. 1 to 4 inclusive, containing in all, 7.094 acres.

(10) The following described property situate in Washoe County, Nevada, which Maud Viola Burns and William Meril Burns and Dorothy Agnes Burns, his wife, conveyed to Sierra Pacific Power Company by deed dated August 13, 1951; recorded in Book 284 of Deeds, page 477, Official Records of Washoe County, Nevada.

A fraction of Lots 8 and 9 of the East one-half (E $\frac{1}{2}$) of the North-east one-quarter (NE $\frac{1}{4}$) of Section 16, T. 19N. R. 19E. MDB&M, described as follows:

Commencing at the one-quarter section corner common to Section 15 and 16, T. 19N. R. 19E.

Thence, S. 89° 31' 40" W. 1313.00 feet

Thence, N. 50° 19' 40" E. 206.17 feet

Thence, N. 27° 53' E. 357.56 feet

Thence, N. 21° 34' E. 637.30 feet to the true point of beginning;

Thence, N. 21° 34' E. 100.00 feet

Thence, N. 4° 41' 30" E. 93.52 feet

Thence, N. 63° 25' E. 312.50 feet

Thence, S. 26° 32' E. 60.85 feet to a point, said point being the P.C. of a curve to the left whose Delta angle is equal to 43° 07', radius is equal to 280.00 feet and length is equal to 210.70 feet;

Thence from said P.C. along said curve to the left a distance of 200.70 feet to a point on said curve;

Thence, S. 58° 26' W. 250.2 feet to the true point of beginning;

Also, the river bank of the Truckee River lying westerly of and adjacent to the above described property.

(11) The following described property situate in Washoe County, Nevada, which Ernest Capurro and Anna Capurro, his mother, conveyed to Sierra Pacific Power Company by deed dated July 28, 1952; recorded in Book 203 of Deeds, Page 531, Official Records of Washoe County, Nevada:

A portion of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 19, T. 19N. R. 19E. MDB&M, Washoe County, Nevada.

Commencing at the one quarter corner common to Sections 19 & 20, T. 19N. R. 19E. MDB&M and running

Thence, N. 00° 30' E. 468.94 feet to the true point of beginning, running.

Thence, S. 78° 59' 30" W. 278.02 feet

Thence, N. 00° 30' E. 261.19 feet

Thence, S. 67° 43' E. 29.48 feet

Thence, N. 78° 59' 30" E. 250.00 feet

Thence, S. 00° 30' W. 244.53 feet, to the true point of beginning.

Containing in all 1.71 acres.

(12) The following described property situate in Washoe County, Nevada, which Roy Rae and Neva Rae, his wife, conveyed to Sierra Pacific Power Company by deed dated August 1, 1952; recorded in Book 303, Page 573, Official Records of Washoe County, Nevada:

A portion of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 15, T. 19N. R. 19E. MDB&M

Beginning at a point on the easterly property line of the Rae property as described in Book 205 of Deeds, file #157750, dated October 29, 1947, Records of Washoe County, Nevada, from which point the South quarter corner of said Section 15 bears S. 00° 58' E. a distance of 1350.28 feet, and running

Thence, S. 89° 15' W. 101.00 feet to a point on the center line of the Lake Ditch, continuing

21

Thence, along the said center line, S. 58° 45' W. 123.31 feet

Thence, S. 33° 10' W. 83.39 feet

Thence, S. 48° 16' W. 17.86 feet

Thence, S. 68° 44' W. 20.96 feet

Thence, S. 86° 45' W. 107.41 feet

Thence, N. 57° 12' W. 17.23 feet

Thence, N 10° 52' W. 92.72 feet to a point where the center line of said ditch intersects the westerly property line of said Roy Rae property, continuing

Thence, N. 02° 08' E. 56.67 feet

Thence, N. 41° 40' E. 57.35 feet

Thence, North 10.28 feet

Thence, N. 88° 15' E. 384.35 feet along the common boundary line as established by Book 154 of Deeds, Page 548, Records of Washoe County, Nevada, dated June 3, 1941;

Thence, S. 00° 20' W. 61.26 feet to the true point of beginning.
Containing 1.3 acres, more or less.

PART II.**Real Property in the State of California.**

The following described pieces, parcels or tracts of land, rights of way, easements and rights and interests in and to land lying and being in the State of California, together with all improvements of every description thereon situate or in anywise incident or appertaining thereto:

Nevada County, California

(1) The following described property situate in or near Truckee, California, which Henry G. Loehr and Lyla B. Loehr, his wife, conveyed to Sierra Pacific Power Company by deed dated October 16, 1950; recorded in Book 154 of Deeds, Page 460, et seq., Official Records of Nevada County, California:

Beginning at a point on the southeasterly right of way line of the State Highway, District III, Route 38, Section A, from which point the southeast corner of said Section 10 T. 17N. R. 16E. MDB&M bears S. 81° 32' 35" east 655.89 feet

Thence, N. 77° 55' E. 15.17 feet

Thence, S. 17° 57' E. 79.00 feet

Thence, N. 77° 55' E. 56.00 feet

Thence, N. 17° 35' W. 123.92 feet

Thence, N. 77° 55' E. 117.00 feet

Thence, N. 12° 05' W. 147.30 feet to a point on the southeasterly line of the Highway;

Thence, along the southeasterly line of the Highway on a curve to the left 266.74 feet, through an arc whose central angle is 12° 07' 46" and a radius 1260 feet, the chord of said arc bearing S. 31° 44' 40" W. 266.24 feet to the point of beginning, containing 0.40 acre, more or less.

(2) The following described property situate in or near Truckee, Nevada County, California, which Truckee Tahoe Lumber Company, a corporation, conveyed to Sierra Pacific Power Company by deed dated December 22, 1950; recorded in Book 157, Page 583, Official Records of Nevada County, California:

Beginning at a point on the South line of Section 10, T. 17N. R. 16E. MDB&M, from which point the Southeast corner of said Section 10 bears N. 89° 08' 30" E. a distance of 598.81 feet

Thence, N. 17° 57' W. 114.18 feet

Thence, S. 77° 55' W. 15.17 feet to a point on the southeasterly highway right of way Department of Public Works Road III-Nev.-38-A;

Thence, along the Southeasterly line of the Highway on a curve to the left 61.75 feet, through an arc whose central angle is 2° 48' 28" and a radius 1260 feet, the chord of said arc bearing S. 26° 27' 40" W. 61.74 feet

Thence, S. 17° 57' E. 53.69 feet

Thence, N. 89° 08' 30" E. 61.00 feet to point of beginning,

Containing 0.12 acres, more or less;

And, being that same parcel of land described by deed of record with the County Recorder of Nevada County, State of California, Book 41, Page 144, dated January 8, 1938, from Charles Cabona and Maria A. Cabona, his wife, to Truckee Tahoe Lumber Company, a corporation, filed January 15, 1938, #S-122;

Excepting therefrom that portion of said parcel situate northwesterly of the southeast right of way line of the State Highway.

Sierra County, California

(1) The following described property situate in Sierra County, California, which D. W. Priest and Esther B. Priest, his wife, conveyed to Sierra Pacific Power Company by deed dated December 17, 1948; recorded in Liber 44, of Deeds, Page 324, Official Records of Sierra County, California:

A portion of the E $\frac{1}{2}$ of Lot 2 of the SW $\frac{1}{4}$ of Section 7, T. 19N. R. 18E. MDB&M, lying south of the Dog Valley Road, containing 22.00 acres, said Lot 2 being the southerly one-half of a group of six lots extending west from the California-Nevada State line to the west line of said Section 7, situate in the County of Sierra, State of California, described as follows:

Commencing at a point on the Nevada-California State line, said point being marked by a notched granite stone, from which point the south one-quarter corner of Section 7, T. 19N. R. 18E. MDB&M, (said quarter corner being a marked granite stone) bears North 89° 51' 50" East 65.3 feet.

Thence, South 89° 51' 50" West along the south line of said Section 7, 1362.94 feet to an iron pin the true point of beginning for this conveyance;

Thence, South 89° 51' 50" West along the south line of said Section 7, 714.12 feet to a point marked by an iron pin;

Thence, North 0° 18' 38" East along the center line of the aforesaid Lot 2, a distance of 1367.98 feet to a point marked by an iron pipe;

Thence, North 84° 38' 20" E. 312.57 feet to a point marked by an iron pipe;

Thence, South 66° 00' 10" East 440.13 feet to a point marked by an iron pipe, said pipe being located at a point on the east line of the aforesaid Lot 2;

Thence, South 0° 18' 38" West along the east line of said Lot 2 a distance of 1216.49 feet to the place of beginning.

The aforesaid described parcel of land lies wholly within Lot 2 of the SW¼ of Section 7, T. 19N. R. 18E. MDB&M, and contains 22 acres, more or less.

D. W. Priest and Esther B. Priest, his wife, further convey to Sierra Pacific Power Company, its successors and assigns, an easement 60 feet in width for roadway purposes for ingress and egress to the aforesaid described land, located south of the Dog Valley Road and in W½ of aforesaid Lot 2, and adjoining the northwest portion of the aforesaid described conveyance, more particularly described as follows:

Beginning at a point marked by an iron pipe, said point being the northwest corner of the aforesaid described 22.00 acre tract, running

Thence, North 0° 18' 38" East 222.32 feet more or less to a point on the south line of the Dog Valley Road;

Thence, South 84° 22' 08" West parallel to and along the south line of said Dog Valley Road a distance of 60.32 feet;

Thence, South 0° 18' 38" West 716.08 feet

Thence, South 89° 41' 22" East 60.00 feet to a point on the west line of said 22.00 acre tract;

Thence, North 0° 18' 38" East along the west line of said 22.00 acre tract a distance of 500.00 feet to the place of beginning.

PART III.

Water Rights.

All water rights of the Company, including all of the right, title and interest of the Company in and to the following described water rights:

Washoe County, Nevada

(1) The following water rights conveyed to Sierra Pacific Power Company by George E. Wilkinson by deed dated November 15, 1951; recorded in Book 293 of Deeds, Page 596, Official Records of Washoe County, Nevada:

All the right of the Grantor to divert from the Truckee River and its tributaries referred to in the decree in that certain action entitled "The United States of America, Plaintiff, v. Orr Water Ditch Company, et al., Defendants," the same being in Equity Docket Number A-3 in the District Court of the United States in and for the District of Nevada; said water right being distributed and allocated in said decree under claim or right Number 412 for the following decribed lands:

A portion of what is commonly known as the "Bates Ranch" lying in the NE $\frac{1}{4}$ of Section 13, T. 19N, R. 19E, MDB&M, and more particularly described as follows, to-wit:

Parcel 1.

Beginning at a point on the north boundary line of Section 13, T. 19N, R. 19E, MDB&M, from which point the north quarter corner of said Section 13 bears N. 89° 57' 30" W. 1171.49 feet and running

Thence, S. 0° 33' E. 30.00 feet

Thence, S. 89° 57' 30" E. 160.43 feet,

Thence, S. 0° 33' E. 541.64 feet

Thence, S. 89° 34' W. 160.45 feet

Thence, S. 0° 33' E. 430.77 feet

Thence, N. 89° 34' E. 824.99 feet

Thence, N. 0° 15' E. 996.85 feet

Thence, N. $89^{\circ} 57' 30''$ W. 838.93 feet, to the point of beginning, containing 17.11 acres, more or less.

Excepting from the above described tract of land 7.0 acres in the northeasterly portion thereof, said 7.0 acres being irrigated under the "Scott Ranch" ditch. Containing 10.11 acres net, more or less.

Parcel 2.

Beginning at the center of Section 13, T. 19N. R. 19E. MDB&M and running

Thence, along the east and west center line of said Section 13, N. $89^{\circ} 39'$ E. 615.07 feet

Thence, N $0^{\circ} 41'$ W. 568.52 feet to a point on the south boundary line of Bresson Avenue; which point is the true point of beginning of the parcel herein described, and running

Thence, along said south boundary line of Bresson Avenue N. $89^{\circ} 34'$ E. 630.02 feet;

Thence, S. $0^{\circ} 03'$ E. 355.00 feet

Thence, S. $88^{\circ} 00'$ W. 197.73 feet

Thence, N $1^{\circ} 49'$ W. 320.49 feet

Thence, S. $89^{\circ} 34'$ W. 422.47 feet,

Thence, N. $0^{\circ} 41'$ W. 40.00 feet; to the true point of beginning. Containing 1.77 acres.

Parcel 3.

Beginning at a point on the east and west center line of Section 13, T. 19N. R. 19E. MDB&M, from which the center of said Section 13 bears S. $89^{\circ} 39'$ W. 1966.83 feet; and running

Thence, N. $0^{\circ} 15'$ E. 570.21 feet, to a point on the south boundary line of Bresson Avenue;

Thence, along said south boundary line of Bresson Avenue N. $89^{\circ} 34'$ E. 27.50 feet;

Thence, S. 0° 15' W. 570.21 feet, to a point on the east and west center line of said Section 13;

Thence, along said east and west center line, S. 89° 39' W. 27.50 feet, to the point of beginning.

Containing 0.34 acres.

Said right authorizing the delivery of 24 miner's inches of water but not to exceed 79 acre feet of water per season from the Truckee River through the Cochran Ditch in Washoe County, Nevada, together with all rights and privileges and hereditaments and appurtenances thereunto belonging or appertaining together with the right to change the point of diversion or use thereof.

(2) The following water rights conveyed to Sierra Pacific Power Company by Mary G. Ferris, a widow, Pauline Ferris Duchane and Joseph Bruce Duchane, her husband, Merle Ferris Vulgamore and Robert F. Vulgamore, her husband, by deed dated April 17, 1952; recorded in Book 303, Page 601, Official Records of Washoe County, Nevada:

All of the rights of the Grantors to divert from the Truckee River and its tributaries through the Indian Flat Ditch, water which is appurtenant to the following described land:

A parcel of land lying within the W $\frac{1}{2}$ of Section 15, T. 19N. R. 19E. MDB&M, and more particularly described as follows, to-wit:

Beginning at the NE corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Section 15 and running

Thence, along the northerly boundary line of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 15, S. 86° 44' 10" W. 1320.54 feet

Thence, S. 0° 29' W. 181.39 feet

Thence, S. 77° 23' W. 16.34 feet

Thence, N. 89° 57' W. 258.76 feet

Thence, S. 69° 48' 30" W. 33.44 feet

Thence, S. 59° 26' 30" W. 291.34 feet

Thence, S. 34° 29' W. 330.79 feet

Thence, S. 20° 04' W. 42.66 feet

Thence, S. 3° 53' W. 275.97 feet

Thence, S. 38° 07' 30" E. 43.50 feet

Thence, S. 2° 39' W. 144.05 feet

Thence, N. 84° 57' E. 329.65 feet

Thence, S. 0° 31' W. 448.11 feet

Thence, N. 85° 47' 30" E. 803.25 feet

Thence, S. 24° 02' 30" W. 186.36 feet

Thence, S 3° 48' 30" W. 368.50 feet

Thence, S. 1° 04' 30" W. 421.15 feet

Thence, N. 67° 18' E. 525.34 feet

Thence, N. 78° 37' 30" E. 244.90 feet

Thence, N. 83° 02' 30" E. 292.37 feet

Thence, N. 0° 31' E. 333.30 feet

Thence, N. 0° 23' 10" E. 557.04 feet

Thence, S. 88° 14' W. 10.0 feet

Thence, N. 0° 23' 10" E. 488.75 feet

Thence, S. 89° 45' 50" E. 40.00 feet to a point on the easterly boundary line of said SE¼ of NW¼ of Section 15,

Thence, along said easterly boundary line N. 0° 23' 10" E. 840.25 feet to the point of beginning. Containing in all 80.917 acres.

Excepting from the last above described property 4.26 acres, more or less, in the southeasterly corner of said parcel, which 4.26 acres lies above the Indian Flat Ditch and is irrigated by waters of the Lake Ditch. Also excepting therefrom, 2.349 acres conveyed to the County of Washoe by deed dated November 8, 1950, and filed in the office of the County Recorder of Washoe County, Nevada, in Book 270 of Deeds at Page 80, File Number 190,920.,

Excepting from the water appurtenant to the last above described land 40 miner's inches, but not to exceed 100 acre feet per season, heretofore conveyed from Joseph Bruce Duchane and Pauline Ferris Duchane, his wife, to Louis R. Pierotti, by that certain deed recorded in Book 198 of Deeds at page 380, file number 154214 of the Official Records of Washoe County, Nevada.

All of the water hereinbefore referred to is a portion of the water heretofore allocated to Mrs. L. Ferris and G. L. Ferris, successors to Edwin Ferris, in that certain action entitled "The United States of America, Plaintiff, v. Orr Water Ditch Company, et al., Defendant," the same being in Equity Docket Number A-3 in the District Court of the United States, in and for the District of Nevada; said water right being distributed and allocated in said decree under claim or right number 356, and delivered through the Indian Flat Ditch.

Said right authorizes the delivery of 229 miners' inches but not to exceed 154.5 acre feet per season from the Truckee River through the Indian Flat Ditch in Washoe County, Nevada, together with the right to change the point of diversion and the place and manner of use thereof.

PART IV.

All Other Property.

Whether the same has or has not been specifically described or referred to elsewhere in the Original Indenture, the First Supplemental

Indenture, the Second Supplemental Indenture, or this Third Supplemental Indenture, and provided the same is not therein or herein elsewhere expressly excepted: all the corporate and other franchises owned by the Company, and all permits, ordinances, easements, privileges, immunities, patents and licenses, all rights to construct, maintain and operate overhead and underground systems for the distribution and transmission of electric current, gas, water, steam, heat or other agencies for the supplying to itself and to others of light, heat, power and water, all rights of way and all grants and consents and all leases and leasehold interests whatsoever (not therein or herein specifically excepted) whether the same or any of the same are now owned or hereafter acquired by the Company; also all other property, real, personal and mixed, now owned or hereafter acquired by the Company, including (but not limited to) all its properties situated in the Cities of Reno, Sparks, Carson City, Yerington, Lovelock and Battle Mountain, in the Counties of Churchill, Douglas, Lander, Lyon, Ormsby, Pershing, Storey and Washoe, in the State of Nevada, and also in the Counties of Alpine, El Dorado, Mono, Nevada, Placer, Plumas and Sierra in the State of California and wheresoever situated (not therein or herein specifically excepted), including (without in any wise limiting or impairing by the enumeration of the same, the generality, scope and intent of the foregoing or of any general description contained in the Original Indenture, as heretofore supplemented and modified and hereby supplemented), all lands, rights of way, water and riparian rights and all interests therein, dams and dam sites, gas and electric light, heat and power plants and systems, water and/or water-works plants and systems, plants, manufactories, power houses, substations, garages, sheds, warehouses, repair shops, storage houses, buildings, tunnels, bridges, distribution and transmission lines, pipe lines, conduits, towers, poles, wires, cables and all other structures, machinery, engines, boilers, dynamos, electric machines, regulators, meters, transformers, generators, motors, electric and mechanical appliances, and other equipment of every description; and also all accessions, additions, alterations, improvements, betterments, developments, extensions and enlargements hereafter made, constructed or acquired by the Company to, of or upon any or all of the properties, equipment, systems and/or plants and/or property used thereby or useful therefor or incidental thereto or connected therewith; and the reversions, reservations and remainders and all the estate, right, title, interest, possession, claim and demand of every nature and description whatsoever of the Company, as well at law as in equity, of, in and to the same and every part and parcel thereof.

PART V.**Income.**

All tolls, revenues, earnings, income, rents, issues and profits of all property, real and personal, tangible and intangible, which are now or hereafter shall be or be required to be made subject to the lien of the Indenture, or pledged thereunder.

PART VI.**Properties Excepted.**

It is understood and agreed that the following property (herein sometimes for convenience collectively referred to as "excepted property") is hereby expressly excepted from the lien of the Indenture, and the provisions thereof, unless and until hereafter mortgaged, pledged or assigned to the Trustees or to the Individual Trustee or otherwise made subject to the lien thereof, or required so to be by any provisions of the Indenture:

A. All property expressly excepted in the foregoing descriptions.

B. Any and all property expressly excepted and excluded from the Original Indenture and from the lien and operation thereof by Subdivisions A and B and of the character excepted by Subdivisions C to I, both inclusive, of Part X of the Original Indenture, Subdivisions A, B and C of Part VI of the First Supplemental Indenture and Subdivisions A, B, and C of Part V of the Second Supplemental Indenture, subject to the provisions of §5.17 of the Original Indenture; provided, however, that no properties necessary or appropriate for purchasing, storing, generating, manufacturing, utilizing, transmitting, supplying and/or disposing of electricity, water and/or gas shall be excepted from the lien of the Indenture, anything contained in Subdivision I of Part X of the Original Indenture to the contrary notwithstanding.

C. All property which has heretofore been released by the Trustees or otherwise disposed of by the Company free from the lien of the Indenture, in accordance with the provisions thereof.

TO HAVE AND TO HOLD all that part of the aforesaid property, rights, privileges, franchises and immunities not situated in the State of California, whether now owned or hereafter acquired by the Company, unto the Trustees, and their respective successors and assigns in trust forever; and TO HAVE AND TO HOLD all that part of the aforesaid property, rights, privileges, franchises and immunities situated in the State of California, whether now owned or hereafter acquired by the Company, unto the Individual Trustee, and his successors and assigns in trust forever.

SUBJECT, HOWEVER, to the exceptions and reservations and matters hereinabove recited, any permitted liens, other than liens and encumbrances junior to the lien of the Indenture, as defined in §1.01(y) of the Original Indenture, and to liens existing on any property hereafter acquired by the Company at the time of such acquisition or permitted by §5.04 of the Original Indenture.

BUT IN TRUST, NEVERTHELESS, for the equal pro rata benefit, security and protection of all present and future holders of the Bonds issued and to be issued under and secured by the Indenture, and to secure the payment of such Bonds and the interest thereon, in accordance with the provisions of said Bonds and of the Indenture, without any discrimination, preference, priority or distinction as to lien or otherwise of any Bond over any other Bond, except insofar as any sinking fund established in accordance with the provisions of the Indenture may afford additional security for the Bonds of any one or more series and except as provided in §10.29 of the Original Indenture, so that the principal and interest of every such Bond shall be equally and ratably secured by the Indenture, as if all said Bonds had been issued, sold and delivered for value simultaneously with the execution of the Original Indenture and to secure the performance of and the compliance with the covenants and conditions of said Bonds and of the Indenture, and upon the trusts and for the uses and purposes and subject to the covenants, agreements, provisions and conditions hereinafter set forth and declared; it being hereby agreed as follows, to wit:

ARTICLE 1.

Description of Bonds of the 1982 Series.

§1.01. *Establishment of Bonds of the 1982 Series.* There shall be and hereby is established a new series of Bonds to be issued under and secured by the Indenture and to be designated as the Company's "First

Mortgage Bonds, 3 $\frac{3}{4}$ % Series due 1982" (herein sometimes referred to as "Bonds of the 1982 Series").

§1.02. Terms of Bonds of the 1982 Series. The Bonds of the 1982 Series shall be registered Bonds, without coupons, and/or coupon Bonds payable to bearer with the privilege of registration as to principal, in substantially the respective forms hereinafter set forth. No charge shall be made by the Registrar or the Company against the holders thereof for any such registration as to principal or for any transfer or discharge from registration of any coupon Bonds of the 1982 Series so registered.

The registered Bonds of the 1982 Series shall be dated as of the date of authentication thereof and shall bear interest from October 1, 1952, or from the interest payment date next preceding the date of authentication of such Bonds, or from the date thereof if it be an interest payment date, whichever date is the later. The coupon Bonds of the 1982 Series shall be dated as of October 1, 1952 and shall bear interest from said date. All Bonds of the 1982 Series shall be due on October 1, 1982 and shall bear interest at the rate of three and three quarters per centum (3 $\frac{3}{4}$ %) per annum, to be paid semi-annually on the first day of April and on the first day of October in each year, until payment of the principal thereof, payable until maturity upon surrender, in the case of coupon Bonds, of the respective coupons attached thereto as they severally become due; principal and interest being payable in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, at the principal office of The New England Trust Company in Boston, Massachusetts, or its successor in trust, or, at the option of the bearers of the coupons or of the registered owners of registered Bonds without coupons, such interest shall be payable at the office or agency of the Company in the Borough of Manhattan, City and State of New York.

Definitive coupon Bonds of the 1982 Series may be issued in the denomination of \$1,000 each, numbered MB1 consecutively upward.

Definitive registered Bonds of the 1982 Series, without coupons, may be issued in the denomination of One Thousand Dollars (\$1,000) or any multiple thereof bearing appropriate serial numbers.

As permitted by the provisions of §2.06 of the Original Indenture and upon payment, at the option of the Company, of the charges therein provided, registered Bonds of the 1982 Series without coupons may be

exchanged for a new registered Bond or Bonds, of like aggregate principal amount, or for a like aggregate principal amount of coupon Bonds of said Series, and coupon Bonds of the 1982 Series may be exchanged for a like aggregate principal amount of registered Bonds of the said Series without coupons of the same or different authorized denomination or denominations.

The Trustee hereunder shall, by virtue of its office as such Trustee, be the Registrar and Transfer Agent of the Company for the purpose of registering and transferring Bonds of the 1982 Series.

§1.03. Redemption Provisions for Bonds of the 1982 Series. The Bonds of the 1982 Series shall be subject to redemption prior to maturity as a whole at any time or in part from time to time,

(a) at the option of the Company (other than in the cases mentioned in the following clause (b)) upon payment of the applicable percentage of the principal amount thereof set forth under the heading "Regular Redemption Price" in the tabulation in the forms of the Bonds of the 1982 Series set forth in §1.06 of this Third Supplemental Indenture; and

(b) either (i) through operation of the sinking and improvement fund for the Bonds of the 1982 Series provided for in §1.04 of this Third Supplemental Indenture, or (ii) through the application of cash received by the Trustee if all or substantially all of the properties used by the Company in the conduct of certain classes of business thereof, are sold, purchased or taken, as provided in §6.05 of the Original Indenture, upon payment of the principal amount thereof;

together in any case with interest accrued on such principal amount to the date fixed for redemption; upon prior notice (unless waived as provided in the Original Indenture) given by publication at least once each week for three (3) successive calendar weeks (the first publication to be not less than thirty (30) days nor more than ninety (90) days prior to the date fixed for redemption), in a newspaper printed in the English language, customarily published on each business day and of general circulation in the City of Boston, Massachusetts, and in a similar newspaper published and of general circulation in the Borough of Manhattan, City and State of New York, and in a similar newspaper published and of general circulation in each of the other city or cities, if any, where interest on the Bonds of the 1982 Series shall at the time be payable; provided that if all of the

Bonds of the 1982 Series at the time outstanding shall be registered Bonds without coupons and/or coupon Bonds registered as to principal such notice may be given by mail in lieu of such publication; all as more fully provided in Article 4 of the Original Indenture.

§1.04. Sinking and Improvement Fund for Bonds of the 1982 Series. As a sinking and improvement fund for the benefit of the Bonds of the 1982 Series, the Company covenants that it will, subject to the provisions hereinafter set forth in this Section, on or before September 30 in each year, beginning with the year 1953 and continuing to and including the year 1981, pay to the Trustee a sum equal to the lowest multiple of \$1,000 which exceeds (or is equal to) one and three-quarters per centum ($1\frac{3}{4}\%$) of the greatest aggregate principal amount of the Bonds of the 1982 Series theretofore outstanding at any one time prior to August 15 next preceding such September 30, after deducting from said greatest aggregate principal amount the sum of the following (a) the aggregate principal amount of Bonds of the 1982 Series theretofore purchased or redeemed by the application of the proceeds of property released from the lien of the Indenture, sold, purchased or taken pursuant to the provisions of Article 6 of the Original Indenture, and (b) the aggregate principal amount of Bonds of the 1982 Series made the basis of the withdrawal of such proceeds pursuant to Article 7 of the Original Indenture.

The payments and the dates upon which payments are required for the sinking and improvement fund as above provided are in this §1.04 referred to as "sinking fund payments" and "sinking fund payment dates", respectively.

The Company shall have the right, subject to conditions herein contained, to satisfy any sinking fund payment in whole or in part by

(a) delivering to the Trustee for the sinking and improvement fund on or prior to the sinking fund payment date Bonds of the 1982 Series theretofore issued and then outstanding, together, in case of coupon Bonds, with all coupons appertaining thereto and unmatured at the time of such delivery;

(b) relinquishing, for the period during which any Bonds of the 1982 Series shall remain outstanding, upon compliance with the provisions set forth below in this §1.04, the right to use for any purpose under the Indenture (i) a net amount of additional property established by additional property certificates filed with the Trustee

pursuant to §3.04 (B) of the Original Indenture, not theretofore funded, and equal to 10/6ths of a principal amount of Bonds issuable pursuant to said §3.04 and/or (ii) Bonds retired as evidenced to the Trustee pursuant to §3.05 (B) of the Original Indenture, and not theretofore funded, which net amount of additional property referred to in (i) above and Bonds referred to in (ii) above shall thereupon become funded within the meaning of §1.01 (cc) (6) of the Original Indenture, so long as any Bonds of the 1982 Series remain outstanding, provided that when no Bonds of the 1982 Series shall be outstanding all such relinquishment shall cease to be in effect and any net amount of additional property and Bonds which so become funded shall cease to be funded and deemed to be not theretofore funded for any other use under the Indenture, notwithstanding any other provision contained in the Indenture;

(c) redeeming Bonds of the 1982 Series, not theretofore funded, within twelve months prior to the current sinking fund payment date at the principal amount thereof in anticipation of the current sinking fund payment; and

(d) redeeming Bonds of the 1982 Series, not theretofore funded, at any time at the Regular Redemption Price provided for in §1.03 of this Third Supplemental Indenture in anticipation of future sinking fund payments.

Bonds of the 1982 Series delivered to the Trustee pursuant to (a) above, Bonds of any series the right to the authentication and delivery of which is relinquished pursuant to (b) above, and Bonds of the 1982 Series redeemed as provided in (c) and (d) above, shall at the principal amount of such Bonds so used be treated as a credit on account of any such sinking fund payment.

The Company shall file with the Trustee on or before August 15 next preceding any sinking fund payment date a certificate of the Company setting forth the methods, if any, referred to in Clauses (a), (b), (c) and (d) above, by which the Company proposes to satisfy such sinking fund payment. Unless the Company files such a certificate on or before the time so required, the sinking fund payment shall be made entirely in cash or, if the certificate so filed shows that such sinking fund payment is not to be satisfied in whole by one or more of the above methods enumerated in (a) to (d), inclusive, the balance of the sinking fund payment shall be made in cash.

All Bonds of the 1982 Series delivered to the Trustee and credited against any sinking fund payment for such series and all such Bonds redeemed by operation of, or the redemption of which has been made the basis of a credit against, and Bonds of any series the right to the authentication of which, and net amount of additional property the use of which, has been relinquished as a basis of a credit against, this sinking and improvement fund and credited against any sinking fund payment, shall be deemed to be thereupon funded, so long as any Bonds of the 1982 Series are outstanding.

Forthwith after the August 15 preceding each sinking fund payment date on which the Company will be required to make to the Trustee a payment in cash for the sinking and improvement fund, the Trustee shall proceed to select for redemption from the Bonds of the 1982 Series, in the manner provided in Article 4 of the Original Indenture, a principal amount of Bonds of the 1982 Series equal to the aggregate principal amount of Bonds redeemable with such cash payment and, in the name of the Company, shall give notice as required by the provisions of §1.03 of this Third Supplemental Indenture of the redemption for the sinking and improvement fund on the then next ensuing October 1, of the Bonds so selected. On or before the sinking fund payment date next preceding such October 1, the Company shall pay to the Trustee the cash payment required by this Section, and interest accrued and payable on the Bonds to be redeemed by the application of such cash payment, and the money so paid shall be applied by the Trustee to the redemption of such Bonds. The Company shall also deliver to the Trustee with the filing of any certificate of the Company heretofore provided for in this Section, or not later than the next succeeding sinking fund payment date, any Bonds specified in said Clause (a) of this Section. In the event any credit is being taken pursuant to Clause (b) of this Section, the Trustee shall be furnished with the following:

(1) A statement of the Company by which it relinquishes, for the period during which any Bonds of the 1982 Series shall remain outstanding under the Indenture, the right to use for any purpose under the Indenture (i) a stated net amount of additional property, not theretofore funded, equal to 10/6ths of a stated principal amount of Bonds, and established by an additional property certificate or certificates filed with the Trustee pursuant to §3.04 (B) of the Original Indenture, and/or (ii) a stated principal amount of Bonds retired as evidenced to the Trustee pursuant to §3.05 (B) of the Original Indenture, not theretofore funded. In establishing Bonds and/or a net amount of additional property for use pursuant to this §1.04, the Com-

pany need not file any documents required by the provisions of §3.02 of the Original Indenture, except as provided below. If the Company is acting under (i) and/or (ii) above, such statement shall set forth statements which would be required by Subdivision (a) of §3.02 of the Original Indenture, in connection with an application for the authentication and delivery of Bonds pursuant thereto, subject to appropriate changes in language to show that the purpose is the relinquishment of the right to have authenticated a specified principal amount of Bonds in lieu of authentication.

(2) The documents and other things required to be furnished the Trustee by the provisions of §3.04 (B) and/or §3.05 (B) of the Original Indenture (other than those required by §3.02 of the Original Indenture) if any, not theretofore furnished, and such statement shall be deemed an application as that word is used in the definition of credit certificate in §1.01 (dd) of the Original Indenture, as modified by §2.01 of the Second Supplemental Indenture and in §3.04 (C) (b) of the Original Indenture.

(3) A resolution of the Board of Directors authorizing the relinquishment which is being effected by such statement.

The Company shall pay to the Trustee an amount equal to the interest on the Bonds of the 1982 Series to be redeemed for this sinking and improvement fund as provided in this §1.04 and upon request of the Trustee from time to time, will also pay to the Trustee an amount equal to the cost of giving notice of redemption of such Bonds of the 1982 Series and any other expense of operation of such fund, the intention being that such fund shall not be charged for interest and such expenses.

§1.05. The Company covenants that so long as any of the Bonds of the 1982 Series remain outstanding it will comply with all of the provisions of §5.14 of the Original Indenture and the provisions of said §5.14 of the Original Indenture shall continue in effect so long as any of the Bonds of the 1982 Series remain outstanding.

§1.06. The coupon Bonds of the 1982 Series, the coupons appertaining thereto, the registered Bonds of said series, and the Trustee's authentication certificate on all Bonds of said series shall be substantially in the forms following, respectively:

614

39

[FORM OF COUPON BOND OF 1982 SERIES]

No. MB

\$1000

SIERRA PACIFIC POWER COMPANY

Incorporated under the laws of the State of Maine

First Mortgage Bond, 3¾% Series due 1982

Due October 1, 1982

SIERRA PACIFIC POWER COMPANY, a Maine corporation (hereinafter sometimes called the "Company" which term shall include any successor corporation as defined in the Indenture hereinafter mentioned), for value received, hereby promises to pay to the bearer or, in case this bond be registered, to the registered owner hereof, One Thousand Dollars on October 1, 1982, and to pay interest thereon from October 1, 1952, at the rate of three and three quarters per centum (3¾%) per annum, semi-annually on the first day of April and on the first day of October in each year until payment of the principal hereof, payable until maturity only upon surrender of the respective coupons attached hereto as they severally become due.

Both principal of and interest on this bond will be paid in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, at the principal office of The New England Trust Company (hereinafter sometimes called the "Trustee") in the City of Boston, Massachusetts, or its successor in trust, or at the option of the bearer of the coupons, such interest will be paid at the office or agency of the Company in the Borough of Manhattan, City and State of New York.

This bond is one of the bonds, of a series designated as 3¾% Series due 1982 (herein sometimes referred to as the "Bonds of the 1982 Series"), of an authorized issue of bonds of the Company, known as First Mortgage Bonds, not limited as to maximum aggregate principal amount except as otherwise provided in the Indenture hereinafter mentioned, all issued or issuable in one or more series (which several series may be of different denominations, dates and tenor) under and equally secured (except insofar as a sinking fund established in accordance with the provisions of said Indenture may afford additional security for the bonds of any specific

series) by an Indenture of Mortgage dated as of December 1, 1940, duly executed and delivered by the Company to The New England Trust Company and Leo W. Huegle (now Fletcher C. Chamberlin by succession), as Trustees, as supplemented and modified by indentures supplemental thereto, including a Third Supplemental Indenture dated as of October 1, 1952, executed and delivered by the Company to said Trustees, to which Indenture of Mortgage and all indentures supplemental thereto (herein sometimes collectively called "said Indenture") reference is hereby made for a description of the property mortgaged and pledged as security for said bonds, the rights and remedies and limitations on such rights and remedies of the bearer or registered owner of this bond in regard thereto, the terms and conditions upon which said bonds and the coupons appurtenant thereto are secured thereby, the terms and conditions upon which additional bonds and coupons may be issued thereunder and the rights, immunities and obligations of the Trustees under said Indenture.

Said Indenture, among other things, provides that no bondholder or bondholders may institute any suit, action or proceeding for the collection of this bond, or any coupon appurtenant thereto or claim for interest thereon, or to enforce the lien of said Indenture, if and to the extent that the institution or prosecution thereof or the entry of a judgment or a decree therein would, under applicable law, result in the surrender, impairment, waiver or loss of the lien of said Indenture upon any property subject thereto.

The Bonds of the 1982 Series are subject to redemption prior to maturity as a whole at any time, or in part from time to time, (a) at the option of the Company (other than in the cases mentioned in the following clause (b)) at the applicable percentage of the principal amount thereof set forth in the tabulation below under the heading "Regular Redemption Price":

12 Months Period Beginning October 1	Regular Redemption Price	12 Months Period Beginning October 1	Regular Redemption Price	12 Months Period Beginning October 1	Regular Redemption Price
1952.....	103.75	1957.....	103.10	1962.....	102.45
1953.....	103.62	1958.....	102.97	1963.....	102.32
1954.....	103.49	1959.....	102.84	1964.....	102.19
1955.....	103.36	1960.....	102.71	1965.....	102.06
1956.....	103.23	1961.....	102.58	1966.....	101.93

12 Months Period Beginning October 1	Regular Redemption Price	12 Months Period Beginning October 1	Regular Redemption Price	12 Months Period Beginning October 1	Regular Redemption Price
1967.....	101.80	1972.....	101.15	1977.....	100.50
1968.....	101.67	1973.....	101.02	1978.....	100.37
1969.....	101.54	1974.....	100.89	1979.....	100.24
1970.....	101.41	1975.....	100.76	1980.....	100.12
1971.....	101.28	1976.....	100.63	1981.....	100.00

and (b) by operation of the sinking and improvement fund provided for in the Third Supplemental Indenture and (in the instances provided in the Indenture) by application of money received by the Trustees, if all or substantially all of the properties used by the Company in the conduct of certain classes of business thereof, are sold to or taken through the exercise of the right of eminent domain or the right to purchase by any municipal or governmental body or agency, at the principal amount thereof; together in any case with interest accrued on said principal amount to the date fixed for redemption; upon prior notice (unless waived as provided in the Indenture) given by publication at least once each week for three (3) successive calendar weeks (the first publication to be not less than thirty (30) days nor more than ninety (90) days prior to the redemption date), in a newspaper, printed in the English language, customarily published on each business day and of general circulation in the City of Boston, Massachusetts, and in a similar newspaper published and of general circulation in the Borough of Manhattan, City and State of New York, and in a similar newspaper published and of general circulation in each of the other city or cities, if any, where interest on the bonds of this series shall at the time be payable; provided that if all of the bonds of this series at the time outstanding shall be registered bonds without coupons and/or coupon bonds registered as to principal, such notice may be given by mail in lieu of such publication; all as more fully provided in the Indenture.

The bonds of this series are entitled to the benefit of the sinking and improvement fund for bonds of this series provided for in said Third Supplemental Indenture.

To the extent permitted and as provided in said Indenture, modifications or alterations of said Indenture, or of any indenture supplemental thereto, and of the bonds issued thereunder and of the rights and obliga-

tions of the Company and the rights of the bearers or registered owners of the bonds and coupons, may be made with the consent of the Company and with the written approvals or consents of the bearers or registered owners of not less than seventy-five per centum (75%) in principal amount of the bonds outstanding, and unless all of the bonds then outstanding under said Indenture are affected in the same manner and to the same extent by such modification or alteration, with the written approvals or consents of the bearers or registered owners of not less than seventy-five per centum (75%) in principal amount of the bonds of each series outstanding, provided, however, that no such alteration or modification shall, without the written approval or consent of the bearer or registered owner of any bond affected thereby, (a) impair or affect the right of such bearer or registered owner to receive payment of the principal of and interest on such bond, on or after the respective due dates expressed in such bond, or to institute suit for the enforcement of any such payment on or after such respective dates, except that the holders of not less than seventy-five per centum (75%) in principal amount of the bonds outstanding may consent on behalf of the bearers or registered owners of all of the bonds to the postponement of any interest payment for a period of not exceeding three (3) years from its due date, or (b) deprive any bearer or registered owner of the bonds of a lien on the mortgaged and pledged property, or (c) reduce the percentage of the principal amount of the bonds upon the consent of which modifications or alterations may be effected as aforesaid.

This bond shall pass by delivery, except that it may be registered as to principal from time to time at the option of the bearer on registration books to be kept for the purpose at the principal office of the Trustee, such registration being noted hereon, and if so registered shall pass only by transfer upon such books by the registered owner or his duly authorized attorney, similarly noted hereon, unless such transfer shall have been made and registered to bearer and noted hereon, in which case it shall again pass by delivery until again registered. Such registration of this bond as to principal shall not affect the negotiability of its coupons, which shall remain payable to bearer, be treated as negotiable and pass by delivery, whether or not this bond is registered.

Coupon bonds of this series, bearing all unmatured coupons, may be exchanged at said office of the Trustee for registered bonds of the same series without coupons for a like aggregate principal amount in authorized denominations, upon payment, if the Company shall so require, of the charges provided for in the Indenture and subject to the terms and conditions therein set forth.

In case an event of default as defined in said Indenture shall occur, the principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in said Indenture. The holders, however, of certain specified percentages of the bonds at the time outstanding, including in certain cases specified percentages of bonds of particular series, may in the cases, to the extent and under the conditions provided in said Indenture, waive defaults thereunder and the consequences of such defaults.

In case all or substantially all of the electric properties of the Company are sold to or taken through the exercise of the right of eminent domain or the right to purchase by any municipal or governmental body or agency, the principal of this bond will, upon receipt by the Company of payment or compensation, become due and payable before maturity at the principal amount hereof and accrued interest thereon.

It is part of the contract herein contained that each bearer or registered owner hereof by the acceptance hereof waives all right of recourse to any personal liability of any incorporator, stockholder, officer or director, past, present or future, of the Company, as such, or of any predecessor or successor corporation, howsoever arising, for the collection of any indebtedness hereunder; and as a part of the consideration for the issue hereof releases from all such liability each such incorporator, stockholder, officer or director, all as provided in said Indenture.

Neither this bond nor any of the coupons for interest hereon shall become or be valid or obligatory for any purpose until the authentication certificate endorsed hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, SIERRA PACIFIC POWER COMPANY has caused these presents to be executed in its name and behalf by its President or a Vice President and its corporate seal, or a facsimile thereof, to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and has likewise caused the annexed coupons to be authenticated by a facsimile of the signature of its Treasurer, all as of the first day of October, 1952.

SIERRA PACIFIC POWER COMPANY,

Attest:

.....
Vice President.

Secretary.

[GENERAL FORM OF THE BONDS OF 1982 SERIES INTEREST COUPON]

\$18.75

No.

On the first day of _____, 19____, Sierra Pacific Power Company will pay to the bearer upon surrender of this coupon at the principal office of The New England Trust Company, in the City of Boston, Massachusetts, or at the office of its successor, or, at the option of the bearer, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, eighteen dollars and seventy-five cents (\$18.75) in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, being six months' interest then due on its First Mortgage Bond, 3¾% Series due 1982, No. MB.— unless said bond shall have been duly called for previous redemption and payment duly provided therefor.

Treasurer.

[FORM OF REGISTERED BOND WITHOUT COUPONS OF 1982 SERIES]

No. RB

\$

SIERRA PACIFIC POWER COMPANY

Incorporated under the laws of the State of Maine

First Mortgage Bond, 3¾% Series due 1982

Due October 1, 1982

SIERRA PACIFIC POWER COMPANY, a Maine corporation (hereinafter sometimes called the "Company" which term shall include any successor corporation as defined in the Indenture hereinafter mentioned), for value received, hereby promises to pay to

or registered assigns, _____ Dollars on October 1, 1982, and to pay to the registered owner hereof interest thereon from October 1, 1952, or from the interest payment date next preceding the date of this bond, or from the date of this bond if it be an interest payment date, whichever date is the later, at the rate of three and three

quarters per centum ($3\frac{3}{4}\%$) per annum, semi-annually on the first day of April and on the first day of October in each year until payment of the principal hereof.

Both principal of and interest on this bond will be paid in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, at the principal office of The New England Trust Company (hereinafter sometimes called the "Trustee") in the City of Boston, Massachusetts, or its successor in trust, or at the option of the registered owner hereof, such interest will be paid at the office or agency of the Company in the Borough of Manhattan, City and State of New York.

This bond is one of the bonds, of a series designated as $3\frac{3}{4}\%$ Series due 1982 (herein sometimes referred to as the "Bonds of the 1982 Series"), of an authorized issue of bonds of the Company, known as First Mortgage Bonds, not limited as to maximum aggregate principal amount except as otherwise provided in the Indenture hereinafter mentioned, all issued or issuable in one or more series (which several series may be of different denominations, dates and tenor) under and equally secured (except insofar as a sinking fund established in accordance with the provisions of said Indenture may afford additional security for the bonds of any specific series) by an Indenture of Mortgage dated as of December 1, 1940, duly executed and delivered by the Company to The New England Trust Company and Leo W. Huegle (now Fletcher C. Chamberlin by succession), as Trustees, as supplemented and modified by indentures supplemental thereto, including a Third Supplemental Indenture dated as of October 1, 1952, executed and delivered by the Company to said Trustees to which Indenture of Mortgage and all indentures supplemental thereto (herein sometimes collectively called "said Indenture") reference is hereby made for a description of the property mortgaged and pledged as security for said bonds, the rights and remedies and limitations on such rights and remedies of the registered owner of this bond in regard thereto, the terms and conditions upon which said bonds are secured thereby, the terms and conditions upon which additional bonds and coupons may be issued thereunder and the rights, immunities and obligations of the Trustees under said Indenture.

Said Indenture, among other things, provides that no bondholder or bondholders may institute any suit, action or proceeding for the collection of this bond, or claim for interest thereon, or to enforce the lien of said Indenture, if and to the extent that the institution or prosecution thereof or the entry of a judgment or a decree therein would, under applica-

ble law, result in the surrender, impairment, waiver or loss of the lien of said Indenture upon any property subject thereto.

The Bonds of the 1982 Series are subject to redemption prior to maturity as a whole at any time, or in part from time to time, (a) at the option of the Company (other than in the cases mentioned in the following clause (b)) at the applicable percentage of the principal amount thereof set forth in the tabulation below under the heading "Regular Redemption Price":

12 Months Period Beginning October 1	Regular Redemption Price	12 Months Period Beginning October 1	Regular Redemption Price	12 Months Period Beginning October 1	Regular Redemption Price
1952.....	103.75	1962.....	102.45	1972.....	101.15
1953.....	103.62	1963.....	102.32	1973.....	101.02
1954.....	103.49	1964.....	102.19	1974.....	100.89
1955.....	103.36	1965.....	102.06	1975.....	100.76
1956.....	103.23	1966.....	101.93	1976.....	100.63
1957.....	103.10	1967.....	101.80	1977.....	100.50
1958.....	102.97	1968.....	101.67	1978.....	100.37
1959.....	102.84	1969.....	101.54	1979.....	100.24
1960.....	102.71	1970.....	101.41	1980.....	100.12
1961.....	102.58	1971.....	101.28	1981.....	100.00

and (b) by operation of the sinking and improvement fund provided for in the Third Supplemental Indenture and (in the instances provided in the Indenture) by application of money received by the Trustees, if all or substantially all of the properties used by the Company in the conduct of certain classes of business thereof, are sold to or taken through the exercise of the right of eminent domain or the right to purchase by any municipal or governmental body or agency, at the principal amount thereof; together in any case with interest accrued on said principal amount to the date fixed for redemption; upon prior notice (unless waived as provided in the Indenture) given by publication at least once each week for three (3) successive calendar weeks (the first publication to be not less than thirty (30) days nor more than ninety (90) days prior to the redemption date), in a newspaper, printed in the English language, customarily pub-

lished on each business day and of general circulation in the City of Boston, Massachusetts, and in a similar newspaper published and of general circulation in the Borough of Manhattan, City and State of New York, and in a similar newspaper published and of general circulation in each of the other city or cities, if any, where interest on the bonds of this series shall at the time be payable; provided that if all of the bonds of this series at the time outstanding shall be registered bonds without coupons and/or coupon bonds registered as to principal, such notice may be given by mail in lieu of such publication; all as more fully provided in the Indenture.

If this bond or any portion thereof (One Thousand Dollars, or any multiple thereof) is duly designated for redemption, payment therefor provided and notice of such redemption given or provided as specified in the Indenture, this bond or such portion thereof shall cease to be entitled to the lien of the Indenture from and after the date payment is so provided for and shall cease to bear interest from and after the date fixed for redemption.

In the event of the selection for redemption of a portion only of the principal of this bond, payment of the redemption price will be made only (a) upon presentation of this bond for notation hereon of such payment of the portion of the principal of this bond so called for redemption, or (b) upon surrender of this bond in exchange for a bond or bonds, in either registered or coupon form (but only of authorized denominations of the same series), for the unredeemed balance of the principal amount of this bond.

The bonds of this series are entitled to the benefit of the sinking and improvement fund for bonds of this series provided for in said Third Supplemental Indenture.

To the extent permitted and as provided in said Indenture, modifications or alterations of said Indenture, or of any indenture supplemental thereto, and of the bonds issued thereunder and of the rights and obligations of the Company and the rights of the bearers or registered owners of the bonds and coupons, may be made with the consent of the Company and with the written approvals or consents of the bearers or registered owners of not less than seventy-five per centum (75%) in principal amount of the bonds outstanding, and unless all of the bonds then outstanding under said Indenture are affected in the same manner and to the same extent by such modification or alteration, with the written approvals or consents of the bearers or registered owners of not less than seventy-five per centum (75%) in principal amount of the bonds of each series out-

standing, provided, however, that no such alteration or modification shall, without the written approval or consent of the bearer or registered owner of any bond affected thereby, (a) impair or affect the right of such bearer or registered owner to receive payment of the principal of and interest on such bond, on or after the respective due dates expressed in such bond, or to institute suit for the enforcement of any such payment on or after such respective dates, except that the holders of not less than seventy-five per centum (75%) in principal amount of the bonds outstanding may consent on behalf of the bearers or registered owners of all of the bonds to the postponement of any interest payment for a period of not exceeding three (3) years from its due date, or (b) deprive any bearer or registered owner of the bonds of a lien on the mortgaged and pledged property, or (c) reduce the percentage of the principal amount of the bonds upon the consent of which modifications or alterations may be effected as aforesaid.

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney, at the principal office of the Trustee, upon surrender of this bond for cancellation and upon payment, if the Company shall so require, of the charges provided for in the Indenture, and thereupon a new registered bond of the same series of like principal amount will be issued to the transferee in exchange therefor.

The registered owner of this bond at his option may surrender the same for cancellation at said office and receive in exchange therefor the same aggregate principal amount of registered bonds of the same series but of other authorized denominations, or coupon bonds of the same series of the denomination of One Thousand Dollars, upon payment, if the Company shall so require, of the charges provided for in the Indenture and subject to the terms and conditions therein set forth.

In case an event of default as defined in said Indenture shall occur, the principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in said Indenture. The holders, however, of certain specified percentages of the bonds at the time outstanding, including in certain cases specified percentages of bonds of particular series, may in the cases, to the extent and under the conditions provided in said Indenture, waive defaults thereunder and the consequences of such defaults.

In case all or substantially all of the electric properties of the Company are sold to or taken through the exercise of the right of eminent domain or the right to purchase by any municipal or governmental body or agency, the principal of this bond will, upon receipt by the Company of

payment or compensation, become due and payable before maturity at the principal amount hereof and accrued interest thereon.

It is part of the contract herein contained that each registered owner hereof by the acceptance hereof, waives all right of recourse to any personal liability of any incorporator, stockholder, officer or director, past, present or future, of the Company, as such, or of any predecessor or successor corporation, howsoever arising, for the collection of any indebtedness hereunder; and as a part of the consideration for the issue hereof releases from all such liability each such incorporator, stockholder, officer or director, all as provided in said Indenture.

This bond shall not become or be valid or obligatory for any purpose until the authentication certificate endorsed hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, SIERRA PACIFIC POWER COMPANY has caused these presents to be executed in its name and behalf by its President or a Vice President and its corporate seal, or a facsimile thereof, to be hereunto affixed and attested by its Secretary or an Assistant Secretary, all as of

SIERRA PACIFIC POWER COMPANY,

By.....

Vice President.

Attest:

Secretary.

[FORM OF AUTHENTICATION CERTIFICATE FOR ALL BONDS]

This bond is one of the bonds of the series designated therein, referred to in the within-mentioned Indenture.

THE NEW ENGLAND TRUST COMPANY,

Corporate Trustee,

By.....

Secretary.

ARTICLE 2.**Principal Amount of Bonds Presently to be Outstanding.**

§2.01. The total aggregate principal amount of First Mortgage Bonds of the Company issued and outstanding and presently to be issued and outstanding under the provisions of and secured by the Indenture, will be Eight Million Nine Hundred Seventy-five Thousand Dollars (\$8,975,000), namely, Three Million Dollars (\$3,000,000) principal amount of First Mortgage Bonds, Series A $3\frac{1}{4}\%$, due December 1, 1970 now issued and outstanding, Nine Hundred Seventy-five Thousand Dollars (\$975,000) principal amount of First Mortgage Bonds, $2\frac{7}{8}\%$ Series due 1977, now issued and outstanding, Three Million Five Hundred Thousand Dollars (\$3,500,000) principal amount of First Mortgage Bonds, $3\frac{1}{8}\%$ Series due 1978 now issued and outstanding and One Million Five Hundred Thousand Dollars (\$1,500,000) principal amount of First Mortgage Bonds, $3\frac{3}{4}\%$ Series due 1982, established by resolution of the Board of Directors and to be issued upon compliance by the Company with the provisions of §3.02 and §3.04 of the Original Indenture.

ARTICLE 3.**Miscellaneous.**

§3.01. This instrument is executed and shall be construed as an indenture supplemental to the Original Indenture, as supplemented and modified by the First Supplemental Indenture and by the Second Supplemental Indenture, and shall form a part thereof, and the Original Indenture as so supplemented and modified is hereby confirmed. All terms used in this Supplemental Indenture shall be taken to have the same meaning as in the Original Indenture, as supplemented and modified by the First Supplemental Indenture and by the Second Supplemental Indenture except in cases where the context clearly indicates otherwise.

§3.02. All recitals in this Supplemental Indenture are made by the Company only and not by the Trustees; and all of the provisions contained in the Original Indenture, as supplemented and modified by the First Supplemental Indenture and by the Second Supplemental Indenture, in respect of the rights, privileges, immunities, powers and duties of the

Trustees shall be applicable in respect hereof as fully and with like effect as if set forth herein in full.

§3.03. Although this Supplemental Indenture is dated for convenience and for the purpose of reference as of October 1, 1952, the actual date or dates of execution by the Company and the Trustees are as indicated by their respective acknowledgments hereto annexed.

§3.04. In order to facilitate the recording or filing of this Supplemental Indenture, the same may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

§3.05. The Company hereby acknowledges receipt from the Trustees of a full, true and complete copy of this Supplemental Indenture.

IN WITNESS WHEREOF, SIERRA PACIFIC POWER COMPANY has caused this Third Supplemental Indenture to be signed in its corporate name and behalf by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries; and The New England Trust Company in token of its acceptance of the trust hereby created has caused this Third Supplemental Indenture to be signed in its corporate name and behalf by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries; and Fletcher C. Chamberlin in token of his acceptance of the trust hereby created has hereunto set his hand and seal, all as of the day and year first above written.

SIERRA PACIFIC POWER COMPANY

By

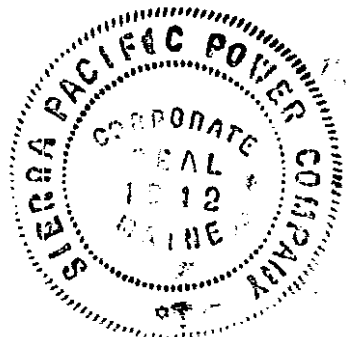
Wm. J. Jones
Vice President.

Attest:

W. Wayne
Assistant Secretary.

Signed, sealed and delivered on behalf of
SIERRA PACIFIC POWER COMPANY, in the
presence of:

Shirley R. O'Connell
Morton J. Handon



52



THE NEW ENGLAND TRUST COMPANY,

By

Vice President.

Attest:

Assistant Secretary.

Signed, sealed and delivered on behalf of
THE NEW ENGLAND TRUST COMPANY, in
the presence of:

FLETCHER C. CHAMBERLIN

Signed, sealed and delivered by FLETCHER
C. CHAMBERLIN, in the presence of:

58

STATE OF NEW YORK, }
 COUNTY OF NEW YORK, } ss.:

On this 3rd day of December, 1952, before me appeared W. C. MacInnes and W. L. Payne, to me personally known, who being by me duly sworn did say that they are the Vice President and an Assistant Secretary, respectively, of Sierra Pacific Power Company, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and that the foregoing instrument was signed by them and sealed on behalf of said Corporation by authority of the Stockholders and Directors, and the said W. C. MacInnes and W. L. Payne acknowledged the said instrument to be the free act and deed of said Corporation.

William D. Harrington
 WILLIAM D. HARRINGTON
 Notary Public, State of New York
 No. 30-1682400
 Qualified in Nassau County
 Certs. filed in New York Co. Clks. & Reg.
 Term expires March 30, 1953

COMMONWEALTH OF MASSACHUSETTS, }
 COUNTY OF SUFFOLK, } ss.:

On this 4th day of December, 1952, before me appeared Myles Standish, Jr., and Vivian T. Worthley, to me personally known, who being by me duly sworn did say that they are the Vice President and Assistant Secretary, respectively, of The New England Trust Company, and that the seal affixed to the foregoing instrument is the corporate seal of said trust company, and that the foregoing instrument was signed and sealed by them on behalf of said trust company, and the said Myles Standish, Jr. and Vivian T. Worthley, acknowledged said instrument to be the free act and deed of said trust company.

Ralph T. Birlford
 Notary Public.

My commission expires April 24, 1953.

Commonwealth of Massachusetts

SUFFOLK, SS.

CLERK'S OFFICE OF SUPERIOR COURT

I, THOMAS DORGAN, of Boston, in said County, duly elected, qualified and sworn as Clerk of the Superior Court, for and within said County and Commonwealth, dwelling in Boston in said County, said Court being a Court of record with a seal which is hereto affixed, the records and seal of which Court I have the custody, do herein and hereby in the performance

of my duty as said Clerk, certify and attest that.....**Ralph H. Bickford**.....

before whom the annexed affidavit, proof or acknowledgment was taken and subscribed, is a.....**Notary Public**.....

for, within, and including the whole of said Commonwealth, doing business in said County, duly appointed, commissioned, qualified, sworn and authorized by the laws of said Commonwealth to act as such; and also duly authorized by the laws of said Commonwealth to take affidavits and take and certify proofs of acknowledgment of deeds of conveyances for lands, tenements, hereditaments, lying and being in said Commonwealth; in any part thereof and to be recorded therein, wherever situated and however bounded; that he was at the time of taking the affidavit,

proof or acknowledgment, hereto annexed, such.....**Notary Public**.....
that due faith and credit are and ought to be given to his official acts; that I am well acquainted with his signature and handwriting, and I verily believe that the signature to the said affidavit, proof or acknowledgment is genuine, and, further, that the annexed instrument is executed and acknowledged according to the laws of said Commonwealth.

Witness my hand and the seal of said Court at Boston, in said County and Commonwealth,
this.....**5th**.....day of.....**December**.....A. D. 1952.

Thomas Dorgan
.....
Clerk.



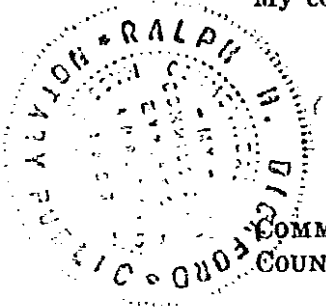
COMMONWEALTH OF MASSACHUSETTS, } ss.:
COUNTY OF SUFFOLK,

On this 4th day of December, 1952, before me appeared Fletcher C. Chamberlin, to me personally known, who being by me duly sworn did say that the foregoing instrument was signed by him as his free act and deed.

Ralph H. Bickford

Notary Public.

My commission expires April 24, 1953.



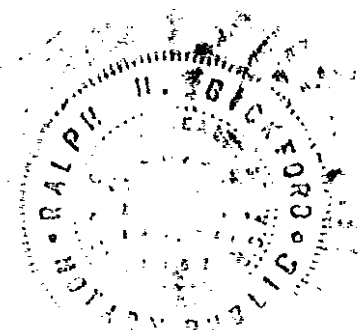
COMMONWEALTH OF MASSACHUSETTS, } ss.:
COUNTY OF SUFFOLK,

On this 4th day of December, A.D., 1952, personally appeared before me a Notary Public in and for the County of Suffolk, Myles Standish, Jr. and Vivian T. Worthley, known to me to be the Vice President of The New England Trust Company, one of the corporations that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated, that he is acquainted with the seal of said corporation, and that the said seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the corporation executed the said instrument freely and voluntarily and for the purposes and uses therein named.

Ralph H. Bickford

Notary Public.

My commission expires April 24, 1953.



STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On this 3rd day of December, A. D., 1952, personally appeared before me, a Notary Public in and for the County of New York, W. L. Payne, known to me to be an Assistant Secretary of Sierra Pacific Power Company, one of the corporations that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated, that he is acquainted with the seal of said corporation, and that the said seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the corporation executed the said instrument freely and voluntarily and for the purposes and uses therein named.



William D. Harrington

WILLIAM D. HARRINGTON
Notary Public, State of New York
No. 30-1682400
Qualified in Nassau County
Certs. filed in New York Co. Clks. & Reg.
Term expires March 30, 1953

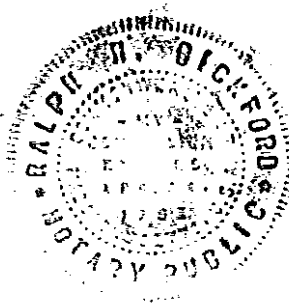
COMMONWEALTH OF MASSACHUSETTS, }
COUNTY OF SUFFOLK, } ss.:

On this 4th day of December, A. D., 1952, personally appeared before me, a Notary Public in and for the County of Suffolk, Fletcher C. Chamberlin, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Ralph H. Birlford

Notary Public.

My commission expires April 24, 1953.



State of New York, }
County of New York, } ss.:

No. 3802

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record, having by law a seal, DO HEREBY CERTIFY that

WILLIAM D. HARRINGTON

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal

FEE PAID 25c

3 day of

1952

Archibald R. Watson
County Clerk and Clerk of the Supreme Court, New York County

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

W. C. MacInnes and W. L. Payne being duly sworn, each for himself, deposes and says: That said W. C. MacInnes is a Vice President of Sierra Pacific Power Company, a corporation duly organized under and by virtue of the laws of the State of Maine, the party of the first part in the foregoing instrument, and that said W. L. Payne is an Assistant Secretary thereof; that said instrument is made in good faith, and without any design to hinder, delay or defraud creditors.

W. C. MacInnes

W. L. Payne

Subscribed and sworn to before me this 3rd day of December, 1952.

William D. Harrington

WILLIAM D. HARRINGTON
Notary Public, State of New York
No. 30-1682400

Qualified in Nassau County
Certs. filed in New York Co. Clks. & Reg.
Term expires March 30, 1953

COMMONWEALTH OF MASSACHUSETTS, }
COUNTY OF SUFFOLK, } ss.:

Myles Standish, Jr. and Vivian T. Worthley, being duly sworn, each for himself, deposes and says: That said Myles Standish, Jr. is Vice President of The New England Trust Company, a corporation duly organized under and by virtue of the laws of the Commonwealth of Massachusetts, one of the parties of the second part in the foregoing instrument, and that said Vivian T. Worthley is an Assistant Secretary thereof; that said instrument is made in good faith, and without any design to hinder, delay or defraud creditors.

Vivian T. Worthley

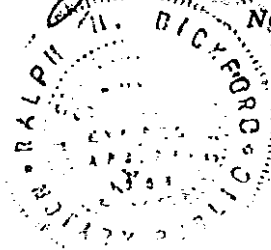
Myles Standish, Jr.

Subscribed and sworn to before me this 4th day of December, 1952

Ralph H. Bickford

Notary Public.

My commission expires April 24, 1953.



632

57

COMMONWEALTH OF MASSACHUSETTS, } ss.:
COUNTY OF SUFFOLK, }

Fletcher C. Chamberlin, being duly sworn, deposes and says: That he is one of the parties of the second part in the foregoing instrument, and that said instrument is made in good faith, and without any design to hinder, delay or defraud creditors.

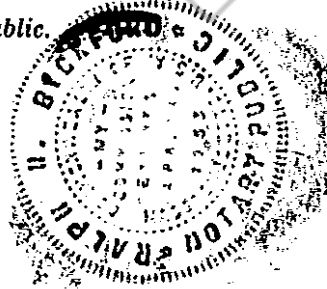
Fletcher C. Chamberlin

Subscribed and sworn to before me this 4th day of December, 1952.

Ralph H. Birford

Notary Public.

My commission expires April 24, 1953.



DOCUMENT No. 211506

Filed for record at the request of SIERRA PACIFIC POWER CO.

DEC 10 1952 at 50 Minutes past 2 o'clock P. M.

Recorded in Book 26 of MORTGAGES

Page 576. Records of Washoe County, Nevada.

Fee: \$ 43.95

DELLE B. BOYD, County Recorder

By W. E. McLeod Deputy

File No. 39253

RECORDED AT THE REQUEST OF

Sierra Pacific Power Co.

November 20 A.D. 1963

At 33 minutes past 11 A. M.

in Liber 1 of OFFICIAL RECORDS

Page 325-382 Record of

CLYDE COUNTY, NEVADA

Willis A. DeFoor Recorder

By _____ Deputy

Fee \$ 52.15