

File No. 40052

PARTIAL RELEASE OF LEASE

THIS AGREEMENT, made this 10 day of July, 1964,
between GORDON and DOROTHE MACMILLAN, herein called LESSOR and MAGNA POWER COMPANY,
herein called LESSEE

WITNESSETH:

WHEREAS, the parties hereto have heretofore made and entered into an agreement in writing, to wit a lease, dated June 17, 1959, and recorded on August 3, 1959, in Book "H", Page 23 of the miscellaneous records of Eureka County, Nevada. The terms and provisions of which LESSOR leased to LESSEE and LESSEE leased from LESSOR for the period of twenty-five (25) years from the date of said lease or for so long thereafter as there is commercial products of steam, electric power or any by-product from condensation of steam. The premises located in Eureka County, State of Nevada, and more particularly described by the copy of a deed attached hereto and made a part hereof by reference, and

WHEREAS, the parties hereto wish to terminate and cancel the portion of said lease covered under the description in the deed attached hereto and made a part hereof by reference and to release each other from the respective obligation, to keep, observe and perform the conditions, covenants and agreements contained in said lease on the hereinabove described property, and

WHEREAS, the above described property is to be used for an Interstate and Defense Highway System, designated as Interstate Route 80, and will be of great benefit to the respective parties hereto.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

(1) That said portion of lease be and the same hereby is terminated and cancelled and the term thereof is brought to an end as of the 1st day of September, 1963, with the same force and effect as if the term of said lease was by the terms and provisions thereof fixed to expire on June 17, 1984, subject however to the terms, provisions and conditions hereinafter set forth in Paragraph 2.

(2) LESSOR and LESSEE are hereby respectively released and discharged from their respective obligations to perform, keep and observe the agreements,

covenants and conditions in said lease on their respective parts to be performed, kept and observed as to that portion of property described in the above attached copy of a deed herein made a part of this release of lease by reference. LESSEE agrees to vacate the above described premises on or before September, 1963.

Any or all the conditions, covenants and agreements herein contained shall be binding or inure to the benefits to the parties hereto and their respective heirs, legatees, designees, administrators, executors, successors and assigns. In this agreement whenever the context so requires, the masculine gender includes the feminine and/or neuter and the singular number includes the plural.

Witness our hands this 15th day of July, 1964.

Gordon MacMillan Lessor
Gordon MacMillan

Dorothe MacMillan Lessor
Dorothe MacMillan

Witness our hands this 10 day of July, 1964

MAGMA POWER COMPANY

[Signature] Lessee
president
[Signature] Lessee
assistant



STATE OF NEVADA
County of EVREKA ss.

On this 15th day of JULY, 1964, personally appeared before me, the undersigned, a Notary Public in and for the county of ORMSBY,

State of NEVADA, GORDON MACMILLAN and DOROTHE MACMILLAN, known (or proved) to me to be the persons described in and who executed the foregoing instrument, who acknowledge to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Georges Wilkeison
Notary Public



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Dorothe MacMillan

Witness our hands this 10 day of July, 1964
MAGMA POWER COMPANY

[Signature] Lessee
president
[Signature] Lessee
secretary



STATE OF NEVADA
County of EVREKA } ss.

On this 15th day of JULY, 1964, personally appeared before me, the undersigned, a Notary Public in and for the County of ORMSBY,

TO 449 C
(Corporation)
STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

(TI) I, known (or going and voluntarily

On July 10, 1964 before me, the undersigned, a Notary Public in and for said State, personally appeared B. C. McCabe known to me to be the President, and Joseph W. Aidlin known to me to be Secretary of the corporation that executed the within Instrument, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

Official seal

WITNESS my hand and official seal.
Signature Phillip Chronis
Phillip Chronis
Name (Typed or Printed)



[Signature]
Public

D E E D

THIS DEED, made this 22ND day of MAY, 1964,
between GORDON MACMILLAN and DOROTHE MACMILLAN, husband and wife

hereafter called GRANTORS, and the STATE OF NEVADA, on relation of its Department of Highways, hereafter called GRANTEE,

WITNESSETH:

That the GRANTORS, for and in consideration of the sum of One Dollar, (\$1.00), lawful money of the United States of America and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in accordance with Chapter 408 of the Nevada Revised Statutes do, by these present grant, bargain and sell unto the GRANTEE and to its assigns forever, for those purposes as contained in the aforesaid act, all that certain real property together with any and all abutter's rights, including access rights appurtenant to the remaining property of said GRANTORS in and to Interstate Route 80; said real property situate, lying and being in the County of Eureka, State of Nevada, and being four (4) parcels of land described as follows:

PARCEL 700H

A piece or parcel of land situate, lying and being in the County of Eureka, State of Nevada, and further described as being portions of the following: the S-1/2 of the

NW-1/4, the SW-1/4 of the NE-1/4, and the N-1/2 of the S-1/2 of Section 11, T.

32 N., R. 49 E., M. D. B. & M., and more fully described by metes and bounds as

follows, to wit:

BEGINNING at the intersection of the right or southerly 200.00 foot highway right of way line of Nevada Interstate Route 80, Federal Aid Project I-080-4(6)254, and the westerly boundary of said Section 11 at a point 200.00 feet right of and

at right angles to Highway Engineer's Station "C_e" 518 + 63.38 P.O.T., said point of beginning further described as bearing South a distance of 253.82 feet from the west one-quarter corner of said Section 11, thence North along the westerly boundary of said Section 11 a distance of 253.82 feet to a point, thence N. 0° 23' 04" E. along said westerly boundary a distance of 135.59 feet to a point; thence N. 0° 41' 40" E. along said westerly boundary a distance of 473.77 feet to a point; thence from a tangent that bears N. 85° 25' 50" E. curving to the right with a radius of 5817.14 feet through an angle of 29° 56' 03" an arc distance of 3039.16 feet to a point; thence S. 64° 38' 07" E. a distance of 2558.53 feet to an intersection with the easterly boundary of said Section 11; thence S. 0° 28' 15" W. along said easterly boundary a distance of 196.15 feet to an intersection with the aforementioned right or southerly 200.00 foot highway right of way line; thence from a tangent that bears N. 69° 40' 39" W. curving to the left along said southerly highway right of way line with a radius of 9800.00 feet through an angle of 12° 16' 55" an arc distance of 2100.73 feet to a point; thence N. 81° 57' 34" W. along said highway right of way line a distance of 1054.41 feet to the point of beginning; said parcel contains an area of 85.89 acres, more or less.

PARCEL 700I

A piece or parcel of land situate, lying and being in the County of Eureka, State of Nevada, and further described as being in a portion of Lot 4 of Section 7, T. 32 N., R. 50 E., M. D. B. & M., and more fully described by metes and bounds as follows, to wit:

BEGINNING at the intersection of the 200.00 foot right or southerly highway right of way line of Nevada Interstate Route 80, Federal Aid Project I-080-4(6)254, and the westerly boundary of said Section 7 at a point 200.00 feet right of and at right angles to Highway Engineer's Station "A_e" 632+13.24 P.O.T., said point of beginning is described as bearing N. 0° 36' 07" W. a distance of 110.33 feet from the southwest corner of said Section 7; thence N. 0° 36' 07" W. along said westerly boundary a distance of 155.74 feet to a point; thence S. 64° 38' 07" E. a distance of 626.40 feet to an intersection with the southerly boundary of said Section 7; thence N. 89° 46' 02" W. along said southerly boundary a distance of 329.66 feet to an intersection with the aforementioned southerly highway right of way line; thence N. 64° 38' 07" W. along said highway right of way line a distance of 259.75 feet to the point of beginning, said parcel contains an area of 1.42 acres, more or less.

PARCEL 700J

A piece or parcel of land situate, lying and being in the County of Eureka, State of Nevada, and more fully described by metes and bounds as follows, to wit:

Nevada, and further described as being in portions of the following, the S-1/2 of the NW-1/4, the SW-1/4 of the NE-1/4, the NE-1/4 of the SW-1/4, the N-1/2 of the SE-1/4, and the SE-1/4 of the SE-1/4, all in Section 17, T. 32 N., R. 50 E., M. D. B. & M., said parcel described more fully by metes and bounds as follows, to wit:

BEGINNING at the intersection of the right or southerly 200.00 foot highway right of way line of Nevada Interstate Route 80, Federal Aid Project I-080-4(6)254, and the westerly boundary of said Section 17 at a point 200.00 feet right of and at right angles to Highway Engineer's Station "A_e" 679 + 89.49 P. O. T., said point of beginning further described as bearing N. 0° 25' 16" E. a distance of 760.49 feet from the westerly one-quarter corner of said Section 17; thence N. 0° 25' 16" E. along said westerly boundary a distance of 231.34 feet to a point; thence S. 72° 14' 41" E. a distance of 3113.94 feet to a point; thence from a tangent which bears the last described course curving to the right with a radius of 4820 feet through an angle of 10° 13' 52" an arc distance of 860.69 feet to a point; thence S. 62° 00' 49" E. a distance of 1700.47 feet to an intersection with the easterly boundary of said Section 17; thence S. 0° 31' 32" W. along said easterly boundary a distance of 313.13 feet to an intersection with the aforementioned southerly 200.00 foot highway right of way line of Nevada Interstate Route 80; thence N. 67° 38' 07" W. along said southerly highway right of way line a distance of 5685.71 feet to the point of beginning; said parcel contains an area of 48.26 acres, more or less.

PARCEL 700K

A piece or parcel of land situate, lying, and being in the County of Eureka, State of Nevada and described as being in portions of the following: the W-1/2 of the SW-1/4, the NE-1/4 of the SW-1/4, the NW-1/4 of the SE-1/4, and the S-1/2 of the NE-1/4, all in Section 15, T. 32 N., R. 50 E., M. D. B. & M., and more fully described by metes and bounds as follows, to wit:

BEGINNING at the intersection of the proposed right or southerly 200.00 foot highway right of way line for Nevada Interstate Route 80, Federal Aid Project I-080-4(6)254, and the westerly boundary of said Section 15 at a point 200.00 feet right of and at right angles to Highway Engineer's Station "A_e" 790 + 34.71 P. O. T., said point of beginning further described as bearing N. 0° 33' 12" E. a distance of 770.96 feet

from the southwest corner of said Section 15; thence N. $0^{\circ}33'12''$ E. along said westerly boundary a distance of 106.93 feet to a point; thence N. $59^{\circ}54'41''$ E. a distance of 3342.29 feet to a point; thence from a tangent which bears the last described course, curving to the right with a radius of 2820 feet through an angle of $21^{\circ}25'20''$ an arc distance of 1054.37 feet to a point; thence N. $81^{\circ}20'01''$ E. a distance of 1425.44 feet to an intersection with the easterly boundary of said Section 15; thence S. $0^{\circ}02'06''$ W. along said easterly boundary a distance of 36.64 feet to an intersection with the aforementioned proposed right or southerly 200.00 foot right of way line; thence S. $82^{\circ}33'19''$ W. along said right of way line a distance of 1040.89 feet to a point; thence from a tangent which bears the last described course, curving to the left with a radius of 3300 feet through an angle of $22^{\circ}38'38''$ an arc distance of 1304.19 feet to a point; thence S. $59^{\circ}54'41''$ W. along said right of way line a distance of 3504.20 feet to the point of beginning; said parcel contains an area of 9.45 acres, more or less.


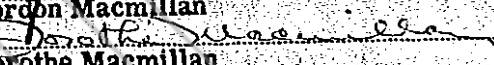
RESERVING, however, unto the GRANTORS all water rights and mineral rights to the above described parcels of land; provided that removal by GRANTORS of any retained minerals shall be conducted from outside the lands granted herein and in such manner as will not damage or interfere with the use of said granted lands for public highway purposes.

The undersigned GRANTORS further covenant and agree for themselves, their heirs, executors, administrators, successors and assigns as follows, to-wit:

.... To agree and hereby do.... agree that said GRANTEE and its assigns shall have the right to adopt and improve the whole or any part of said easement and right of way over said lands, subject to the provisions of the before-mentioned NRS 408.970.

.... To waive and hereby do.... waive, with full knowledge that a public highway and the necessary incidents thereto are to be located upon, over and across the lands hereinabove described, any claim for any and all damages to the remaining adjacent lands and property of the GRANTORS by reason of the location, construction, landscaping and maintenance of said highway and appurtenances in said location.

IN WITNESS WHEREOF, the said GRANTORS have hereunto set their hands the day and year first above written.

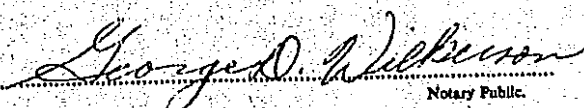

Gordon Macmillan

Dorothe Macmillan

STATE OF NEVADA }
County of EUREKA } ss.

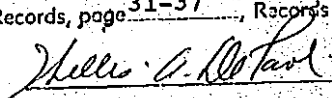
On this 22ND day of MAY, 19 64, personally appeared before me, the undersigned, a Notary Public in and for the County of ORMSBY, State of NEVADA, Gordon Macmillan and Dorothe Macmillan

known (or proved) to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that ~~They~~ executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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


George O. Wilkerson
Notary Public.

FILE NO. 40052
Filed for record at the request of Pioneer Title Insurance Co. of Nevada
August 10, 1964, at 36 minutes past 11 A. M. Recorded in
Book 5 of Official Records, page 31-37, Records of EUREKA
COUNTY, NEVADA.
Fee: \$ 7.15


Helle A. R. Paul, Recorder.