

PARTIAL RELEASE OF LEASE

THIS AGREEMENT, made this 1st day of August, 1965 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 of  
any by-products from condensation of steam. The premises located in Eureka County,  
State of Nevada, and more particularly described by the copy of deeds 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 deeds 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 August  
1965, 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 deeds herein made a part of this release of lease by reference. LESSEE agrees to vacate the above described premises on or before 15 August 1965.

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 1<sup>st</sup> day of August, 1965.

[Signature] Lessor

[Signature] Lessor

Witness our hands this 12<sup>th</sup> day of July, 1965.

MACMA POWER COMPANY

by [Signature] Lessee  
President

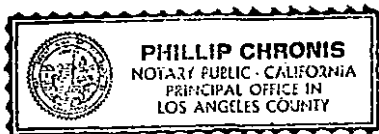
by [Signature] Lessee  
Secretary



STATE OF California )  
 County of Los Angeles ) ss.

On this 12<sup>th</sup> day of July, 1965, personally appeared before me, the undersigned, a Notary Public in and for the County of Los Angeles, State of California, B. G. McLabey known (or proved) to me to be the President of Magma Power Company the corporation 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 seal affixed to said instrument is the seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument 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.



My Commission Expires August 8, 1967

Phillip Chronis  
 Notary Public

STATE OF NEVADA )  
 County of Eureka ) ss.

On this 31<sup>st</sup> day of August, 1965, personally appeared before me, the undersigned, a Notary Public in and for the County of Storey, State of Nevada, Gordon Macmillan and Dorothe Macmillan known 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 first above written.



Everett C. Hess  
 Notary Public

BOOK 8 PAGE 387D E E D

THIS DEED made this 23 day of June,  
196 5, between GORDON MAC MILLAN and DOROTHE MAC MILLAN,  
husband and wife

hereinafter called GRANTOR, and the STATE OF NEVADA, on relation  
of its Department of Highways, hereinafter called GRANTEE,

## WITNESSETH:

That the GRANTOR, 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 acknowl-  
edged, and in accordance with Chapter 408 of the Nevada Revised Stat-  
utes, does by these presents 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 GRANTOR in and to Interstate Route 80, said real property  
situate, lying, and being in the County of Eureka, State of  
Nevada, more particularly described as follows: A piece or parcel of land  
lying and being in a portion of the N 1/2 of the NW 1/4 of Section 13, 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 centerline of the west-  
bound lane of Interstate Route 80 (SR-1) with the north boundary  
of said Section 13 at Highway Engineer's Station "D<sub>w</sub>" 914 + 67.27  
P. O. T., said point of beginning further described as bearing  
S. 89° 41' 59" E. a distance of 727.27 feet from the northwest  
corner of said Section 13; thence S. 89° 41' 59" E. along the north  
boundary of said Section 13 a distance of 865.45 feet to a point  
on the right or southerly highway right of way line of I. R. -80  
(S. R. -1); thence S. 71° 33' 55" W. along said right or southerly  
highway right of way line of I. R. -80 (S. R. -1) a distance of  
803.05 feet to a point; thence from a tangent which bears the

last described course, curving to the right along said right or southerly highway right of way line of L.R. -80 (S.R. -1) with a radius of 3278 feet, through an angle of  $14^{\circ} 54' 08''$ , an arc distance of 852.58 feet to a point on the west boundary of said Section 13; thence N.  $0^{\circ} 30' 18''$  E. along the west boundary of said Section 13 a distance of 424.28 feet to the northwest corner of said Section 13; thence S.  $89^{\circ} 41' 59''$  E. along the north boundary of said Section 13 a distance of 727.27 feet to the point of beginning; said parcel contains an area of 9.13 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 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  
Gordon MacMillan

Dorothe MacMillan  
Dorothe MacMillan

STATE OF NEVADA } ss.  
County of ORMSBY

On this 23 day of June, 1965, 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 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.

FILE NO. 11265

Filed for record at the request of Department of Highways  
Sept. 10, 1965, at 36 minutes past 3 P. M. Recorded in  
Book 8 of Official Records, page 384-389, Records of EUREKA  
COUNTY, NEVADA.  
Fee: \$ No Fee

Willis A. DePaul, Recorder.