

FOR AND IN CONSIDERATION OF the sum of Thirty dollars (\$30.00) receipt of which is hereby acknowledged, the undersigned hereby grants to NORNEV DEMONSTRATION GEOTHERMAL CO., hereinafter called NORNEV, the option to purchase in the name of NORNEV for a future sum of Two-Hundred and seventy dollars (\$270.00), a permanent easement and right-of-way not exceeding 25.0 feet in width for the transmission of electric power over, upon and across lands in the County of Lander, State of Nevada. The approximate centerline of said right-of-way being depicted on Exhibit "A" attached hereto and made a part hereof.

IT IS UNDERSTOOD that the undersigned may retain reasonable use of the land for grazing or any other purpose not in conflict with said transmission line.

UPON PRESENTATION by NORNEV, the undersigned agrees to execute, acknowledge and deliver to NORNEV a written grant in the form of Exhibit "B" attached hereto and made a part hereof. Upon delivery of said written grant NORNEV shall pay to the undersigned the above mentioned further sum in lawful money of the United States of America.

THE UNDERSIGNED also grants to NORNEV the immediate right to enter upon said lands for the purpose of survey and design of said transmission line. This option will be in effect for a period of one year from the date hereof. However, should NORNEV fail to exercise its rights within this period, this option thereupon will terminate without further liability on the part of either party and the undersigned may retain the consideration received for the execution hereof.

THE PROVISIONS hereof shall inure to the benefit of, and bind, the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, first party has executed these presents
this 9th day of October, 19 81.

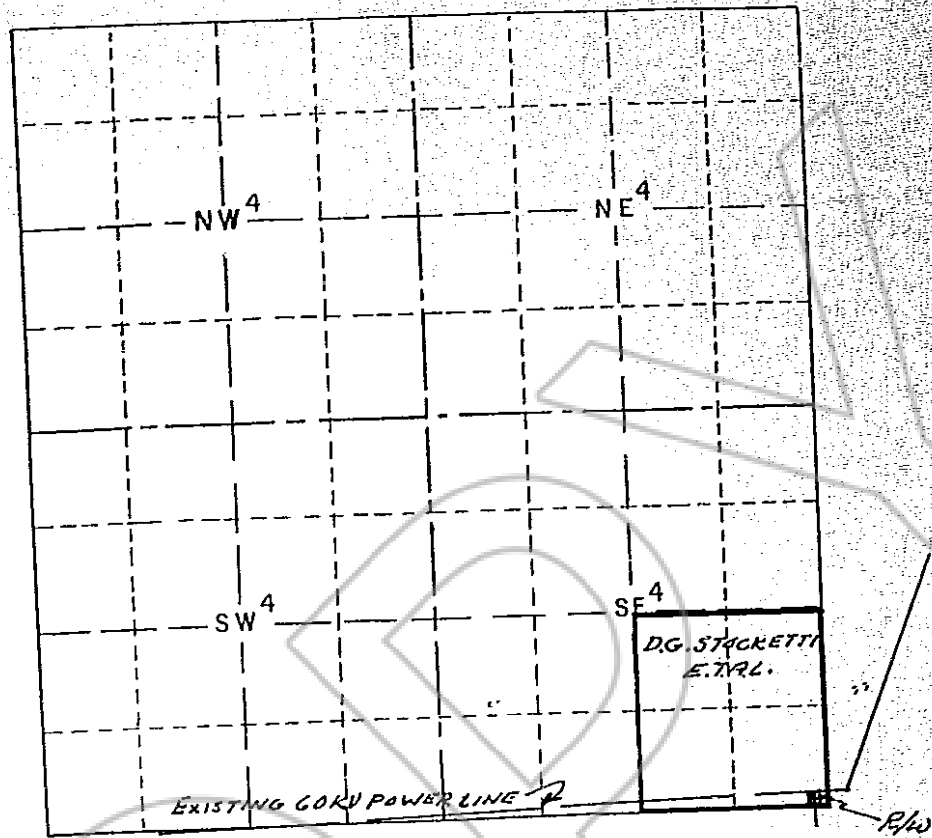
D. G. Shorbaugh

WITNESS:

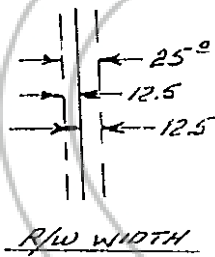
Maurice Smith

Sec. 7 T 31 N R 48 E

MDB & M



Scale 1" = 1000'



SCALE NONE

EXHIBIT "A"
OPTION FOR RIGHT OF WAY
D.G. STOCKETTI E.T.A.L.



Sierra Pacific Power Company

BOOK 99 PAGE 326

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#74.30
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EXHIBIT "B"

RIGHT OF WAY GRANT

THIS INDENTURE, made and entered into this _____ day of _____, by and between _____, hereinafter called Grantor, and SIERRA PACIFIC POWER COMPANY, a Nevada corporation, hereinafter called the Grantee,

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, this day in hand paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, and other consideration, and subject to all the terms and conditions hereof, the Grantor hereby grants and gives to the Grantee, its successors and assigns, the right, privilege and authority to construct, erect, alter, improve, repair, operate and maintain an electric transmission line, together with necessary guys and anchors, supporting structures, insulators and crossarms, and other necessary or convenient appurtenances connected therewith, across, over and upon the lands and premises, as described in Exhibit "A" attached hereto and made a part hereof.

IT IS FURTHER AGREED:

- 1) That the Grantee, its successors and assigns, shall at all times have ingress to and egress from said land for the purpose of constructing, repairing, renewing, altering, changing, patrolling and operating said power line with the right to construct and maintain a roadway along the route of said power line.
- 2) That the Grantee shall be responsible for any damage to personal property, improvements, buildings, fences or animals, suffered by Grantor by reason of the construction, maintenance or operation of said line.
- 3) That the Grantee, its successors and assigns, will at all times save and hold harmless the Grantor, their heirs, successors and assigns, of and from any and all loss, damage or liability they may suffer or sustain by reason of any injury or damage to the person or property of another, caused by negligent construction, maintenance or operation of said power line.
- 4) That the Grantee, its successors and assigns, shall have the right from time to time to remove or clear, and keep clear, any and all trees, underbrush, structures, or other obstructions upon said right of way, and such trees beyond the same as, in the judgment of the Grantee, may interfere with or endanger said lines or appurtenances when erected.
- 5) That the Grantor will retain right of reasonable use of the land within the said right of way, for agriculture or grazing, or purposes not in conflict with line clearances or access required by Grantee.

IN WITNESS WHEREOF, Grantor has executed these presents the day and year hereinabove first written.

STATE OF _____
COUNTY OF _____ ss.

On _____ Date _____ personally appeared before me a Notary Public,

Grantor

who acknowledged that _____ executed the above instrument.

RECORDED AT REQUEST OF
Sierra Pacific Power Co.
BOOK 99 PAGE 324

Notary Public

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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPASO, RECORDER
FILE NO. 82478
FEE \$ 7.00

BOOK 99 PAGE 327