

C3Q-10671

AGREEMENT

THIS AGREEMENT, made and entered into this 27 day of October, 1981 between NORNEV DEMONSTRATION GEOTHERMAL CO., hereinafter called "NORNEV" and T. and P. SANSININA and ZANE HUNT, hereinafter called "Owners".

WITNESSETH:

WHEREAS, Owners do own certain lands in the vicinity of Beowawe, Nevada across which traverses a private roadway approximately so shown on Exhibit "A" attached hereto and made a part hereof, and;

WHEREAS, said roadway was constructed and is used by Owners in conjunction with a mining operation also owned by Owners, and;

WHEREAS, NORNEV proposes to construct a Geothermal Electric Generation Plant in the Geyser area which is located Westerly of said private roadway, and;

WHEREAS, NORNEV in order to construct said Geothermal Generation Plant must transport certain large trucks including lowboys from Beowawe to the proposed plant site, and;

WHEREAS, NORNEV agrees that the use of the road will be restricted to heavy trucks and lowboys and shall not include pickups or private cars, and;

WHEREAS NORNEV has agreed to replace an existing metal culvert in said private road to accommodate expected loads, and;

WHEREAS, NORNEV has agreed that it will reconstruct or modify existing gates to accommodate expected wide loads, and;

WHEREAS, NORNEV agrees that it will coordinate its use of the road with Owners so as not to unduly disrupt Owners' use or the road, and;

WHEREAS, NORNEV agrees to furnish two signs of sufficient size indicating "private road no trespassing" to be erected at each end of said private road, and;

WHEREAS, Owner agrees to maintain said roadway to accommodate his requirements but any reconstruction or repairs needed to accommodate NORNEV will be NORNEV's responsibility. Any such work by NORNEV will be with the prior approval and under the direction of Owners, and;

WHEREAS, in consideration for the use of said road for the construction of and possible removal of said Generation Plant NORNEV has agreed to pay to Owners the sum of One thousand dollars (\$1,000.00);

NOW THEREFORE, for and in consideration of mutual promises, covenants and conditions hereinafter contained, the parties hereto agree as follows:

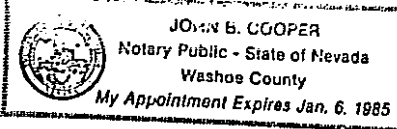
1. NORNEV agrees that the use of the road will be restricted to heavy trucks and lowboys and shall not include pickups or private cars.
2. NORNEV agrees to replace an existing metal culvert in said roadway.
3. NORNEV agrees to reconstruct or modify existing gates in said roadway.

STATE OF Nevada

SS:

COUNTY OF Washoe

On October 27, 1981, personally appeared before me,
a Notary Public, Paul Sansinena and Teresa Sansinena,
who acknowledged that they executed the above instrument.



John B. Cooper
Notary Public

Seal:

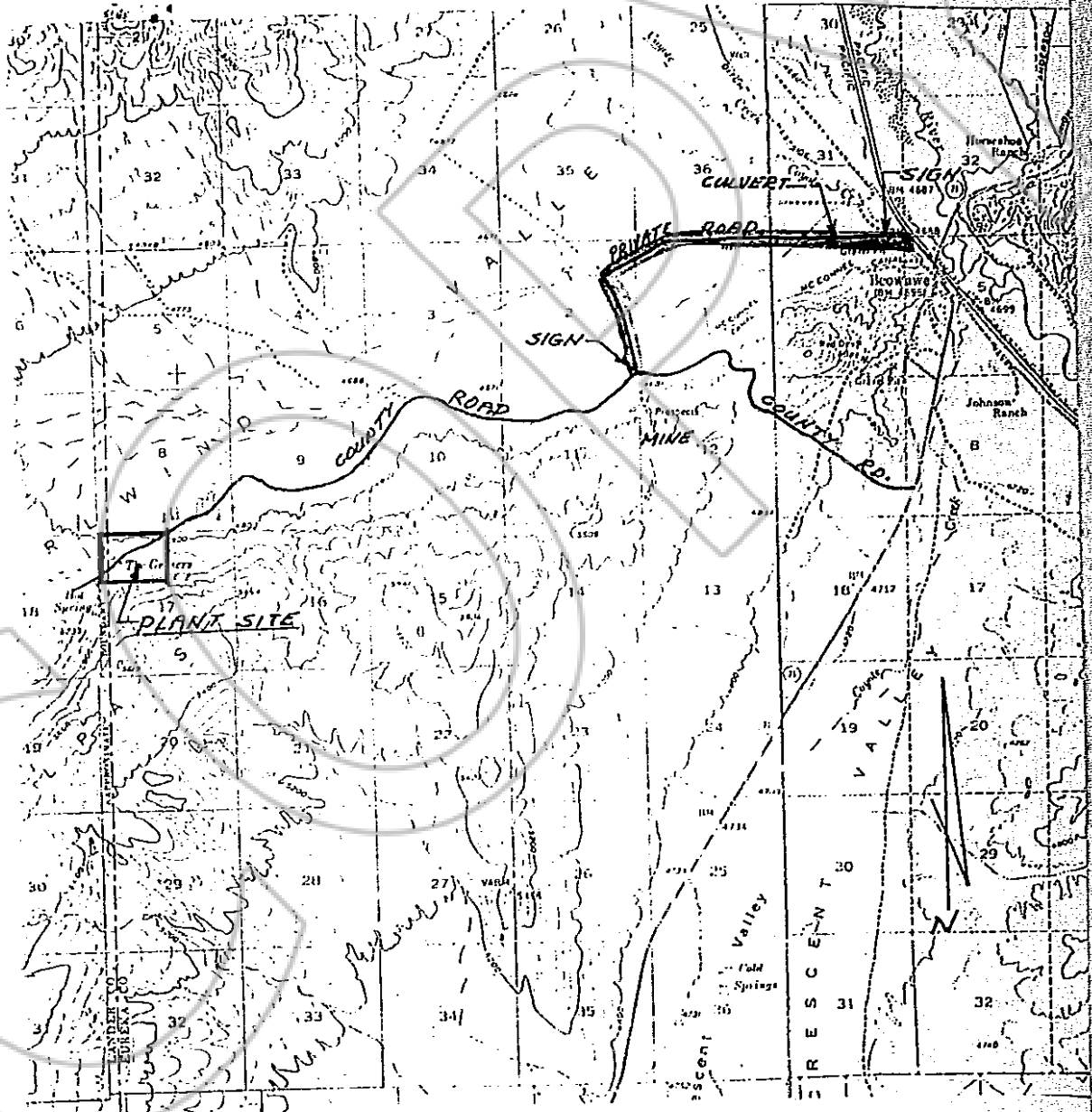


EXHIBIT "A"

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RECORDED AT REQUEST OF
Sierra Pacific Power Co.
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81 NOV 23 A10:38

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPAOLI - RECORDER
FILE NO. 82479
FEE \$ 7.00

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