

C30-10671

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 of 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.

4. NORNEV agrees to coordinate use of said roadway so as not to unduly disrupt Owners use of roadway.

5. NORNEV agrees to furnish two signs to indicate "private roadway no trespassing".

6. NORNEV agrees to accept the roadway as is and agrees that it is their responsibility to upgrade or reconstruct roadway to accommodate its use of said roadway.

7. NORNEV agrees that any such upgrading or reconstruction will be with the approval of and under the direction of Owners.

8. NORNEV agrees to pay to Owner the sum of One Thousand Dollars (\$1,000.00) for the use of said roadway.

9. This Agreement is binding upon the heirs, successors, executors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

NORNEV DEMONSTRATION
GEOTHERMAL COMPANY

[Signature]
Max L. Jones, Jr.
Senior Vice President
Planning & Engineering
Sierra Pacific Power Company

[Signature]
Zane Hunt

[Signature]
Paul Sansinena

[Signature]
Teresa Sansinena

State of Nevada)
County of Washoe) SS:

On OCT. 27, 1981, personally appeared before me, a Notary Public, Max L. Jones, Jr., who acknowledged that he executed the above instrument.

JOHN E. COOPER
Notary Public - County of Washoe
My Appointment Expires Jan. 6, 1985

[Signature]
Notary Public


Seal:

STATE OF Nevada)

COUNTY OF Washoe)

ss:

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 - State of Nevada
Washoe County
My Appointment Expires Jan. 6, 1985

John B. Cooper
Notary Public

Seal:

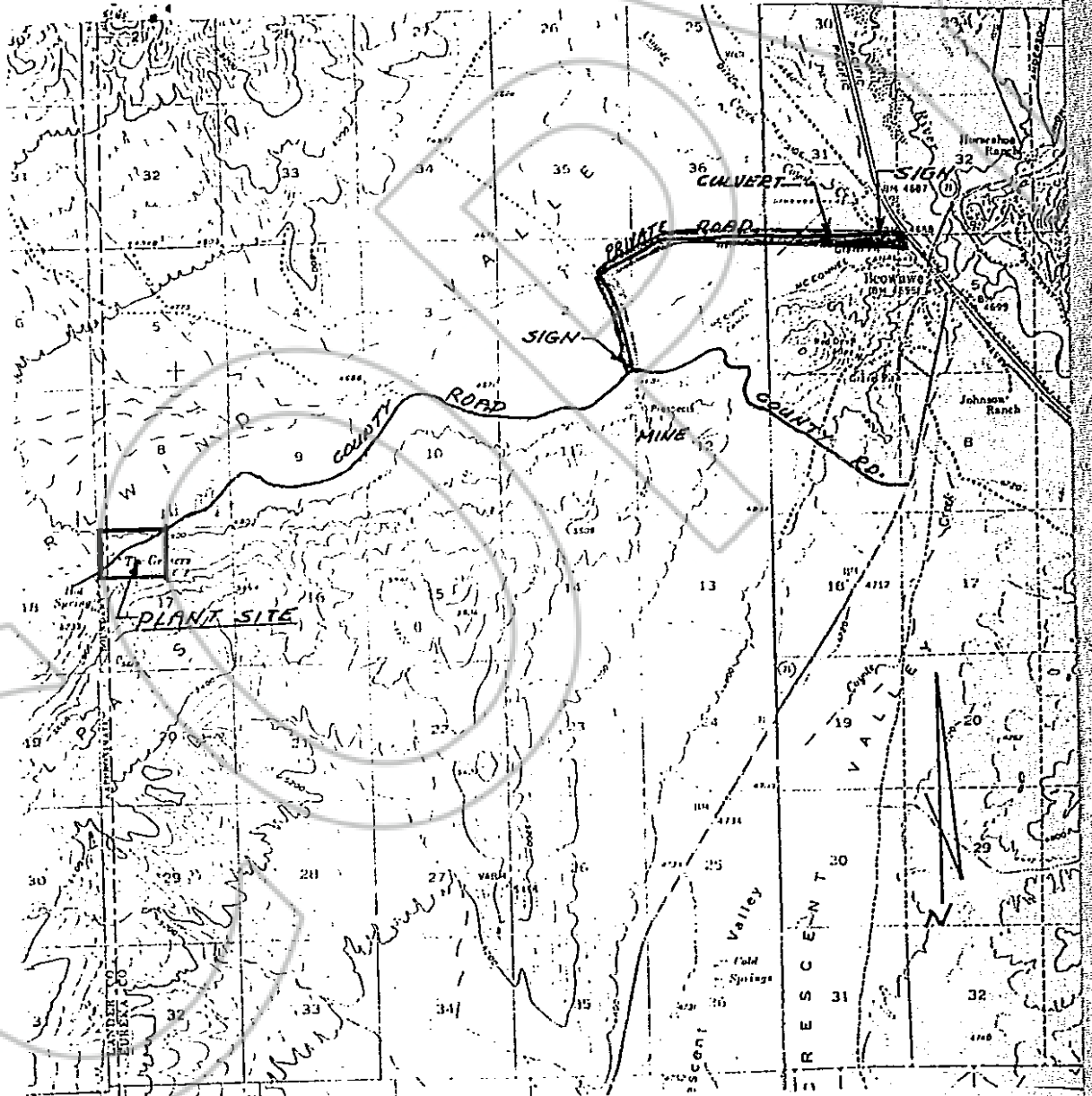


EXHIBIT "A"

RECORDED AT REQUEST OF
Sierra Pacific Paper Co.
BOOK 99 PAGE 328

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