

Recording Requested By  
And When Recorded Mail To:

David W. Clark, Esq.  
Oxbow Power of Beowawe, Inc.  
P.O. Box 027553  
West Palm Beach, Florida 33402-7553

135671

ASSIGNMENT OF RIGHT OF WAY

THIS ASSIGNMENT ("Assignment") is made as of the 21st day of December, 1990 by CHEVRON GEOTHERMAL COMPANY OF CALIFORNIA, a Delaware corporation, whose address is 4090 Executive Parkway, Suite 400, San Ramon, California 94583 ("Assignor") to OXBOW POWER OF BEOWAWE, INC., a Delaware corporation, whose address is 1601 Forum Place, West Palm Beach, Florida 33401 ("Assignee").

1. Assignment and Assumption. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee all of its rights, title and interest in that certain unrecorded Right of Way Agreement by and between Teresa and Paul Sansinena and Zane Hunt, as grantors, and Chevron U.S.A. Inc., as grantee, dated April 8, 1983 made a part hereof and attached hereto as Exhibit A which right of way was assigned by Chevron, U.S.A. Inc. to Assignor and recorded July 10, 1985 in Book 253 of Official Records, page 233 as document No. 128195, Lander County, Nevada and recorded July 24, 1985 in Book 137 of Official Records, page 228 as document No. 99803, Eureka County, Nevada, and corrected by a certain Correction Assignment and Assumption Agreement dated December 10, 1990 between Chevron U.S.A., Inc. (f/k/a Chevron Oil Company) to Assignor recorded December 13, 1990 in Book 281 of Official Records, page 83 and 93 as document No. 134976 and 134977 Eureka County, Nevada and recorded December 13, 1990 in Book 355 of Official Records, pages 1 and 11 as document no. 167717 and 167718 Lander County, Nevada (the "Right of Way").


2. Governing Law. This Assignment shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

CHEVRON GEOTHERMAL COMPANY  
OF CALIFORNIA

By

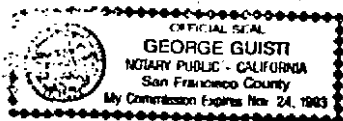
  
L. T. Elliott  
Vice President

STATE OF CALIFORNIA, )

County of San Francisco )

ss.

On this 21st day of December, 1990, personally appeared before me, a Notary Public, L. T. ELLIOTT, personally known (or proved) to me to be Vice President of Chevron Geothermal Company of California, the corporation whose name is subscribed to the above instrument, who acknowledged that he/she executed the foregoing instrument as the act and deed of such corporation.



George Guisti  
NOTARY PUBLIC  
State of California

EXHIBIT A

RIGHT-OF-WAY AGREEMENT  
(A-0420)

This Agreement made and entered into this 8 day of April, 1983 between CHEVRON U.S.A. INC. acting through its agent CHEVRON RESOURCES COMPANY, hereinafter called "CHEVRON" and Teresa and Paul Sansinena and Zane Hunt, hereinafter called "OWNERS";

WITNESSETH

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

WHEREAS, said road was constructed and is used by the OWNERS in conjunction with their mining operations in the vicinity and;

WHEREAS, CHEVRON has certain geothermal interests in the vicinity of Beowawe and is in the process of evaluating said geothermal resources with the intent of developing the field, and;

WHEREAS, it is necessary for CHEVRON to utilize heavy equipment in conjunction with its geothermal development;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. OWNERS do hereby grant to CHEVRON, its successors, assigns, licensees and permittees a non-exclusive right of way for road purposes over, through and upon said road for activity relating to its geothermal development in the vicinity of Beowawe. CHEVRON shall repair any damage caused by CHEVRON's use of said road. CHEVRON's rights hereunder shall include the right to bring heavy equipment, including drilling rigs, over said road. CHEVRON will require its construction and drilling crews to utilize the county road for their day to day operations.

2. CHEVRON shall pay the OWNERS a one time payment of Five Hundred Dollars (\$500.00) for the right to so utilize said road within thirty (30) days from the date set forth above.

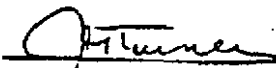
3. The term of this Agreement shall commence as of the date set forth above and shall extend uninterrupted through December 31, 1998. However, in the event CHEVRON terminates in its entirety that certain Grazing Lease executed on April 8, 1983 between the CHEVRON and Paul and Teresa Sansinena, then the OWNERS shall have the right to terminate this Agreement upon thirty (30) days written notice to CHEVRON. It is expressly understood this right of termination shall not be effective if the acreage under the Grazing Lease is reduced to accommodate CHEVRON's geothermal development in the Beowawe area.

4. CHEVRON agrees to coordinate the use of said road so as to not unduly disrupt OWNERS' use of the road.


5. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, these presents to be executed effective as of the day and year first written above.

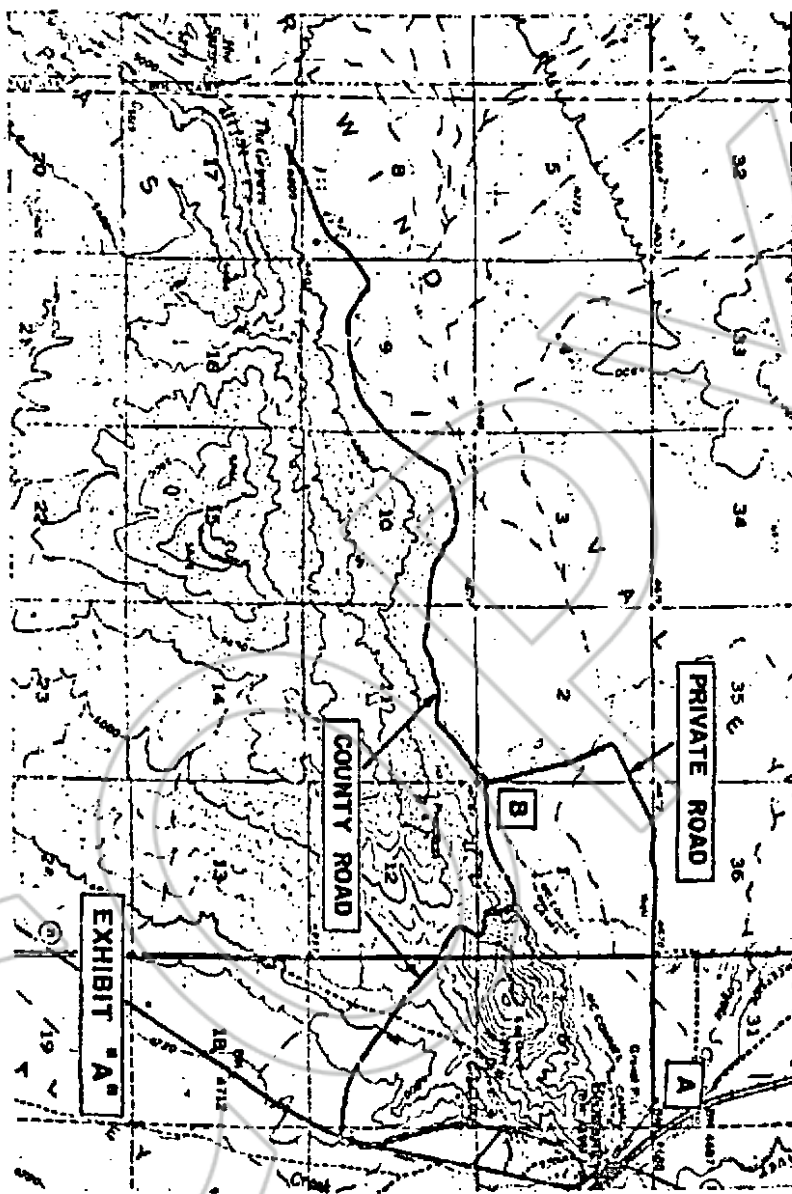
CHEVRON U.S.A. INC., acting through  
its agent CHEVRON RESOURCES  
COMPANY

  
John G. Turner  
Attorney-in-Fact

  
Zane Hunt

  
Paul Sansinena

  
Teresa Sansinena



135671

BOOK 219 PAGE 299  
OFFICIAL RECORDS  
RECORDED AT THE CLERK'S OFFICE OF  
*Just American*  
90 DEC 31 P4:19  
*State Co.*  
EUREKA COUNTY, CALIF.  
H.N. REBALEATI, RECORDER  
FILE NO. FEES 11.00  
BOOK 219 PAGE 305