

Recording Request By
and When Recorded Mail To:

137231

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

RIGHT-OF-WAY AGREEMENT

This Right-of-Way Agreement (this "Agreement") is made and entered into as of this 31st day of May, 1991 between BEOWAWE GEOTHERMAL POWER COMPANY, a California general partnership (hereinafter called "BGPC") and Teresa Sansinena, an individual (hereinafter called "OWNER").

WITNESSETH

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

WHEREAS, said road was constructed and is used by the OWNER in conjunction with her ranching and mining operations in the vicinity; and

WHEREAS, BGPC owns and operates a geothermal small power production facility and related pole lines, production and injection wells and pipelines (collectively, the "Facility") and has the right to further develop the geothermal field in the vicinity of Beowawe (the "Beowawe Unit") to support the Facility; and

WHEREAS, it is necessary for BGPC to have access to the Facility and the Beowawe Unit for the purpose of day to day

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operations and maintenance and for the drilling, completion and maintenance of geothermal production and injection wells and pipelines;

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

AGREEMENT

1. OWNER does hereby grant to BGPC, its successors, assigns, licensees and permittees a non-exclusive right of way for road purposes over, through and upon said road for daily Facility operations, drilling, construction, maintenance and all other activities necessary or desirable in connection with BGPC's operation of the Facility and BGPC's development of the Beowawe Unit, including but not limited to access and egress for Facility employees, visitors, agents and contractors. BGPC's rights hereunder also shall include, without limitation, the right to bring heavy equipment, including drilling rigs, over said road. BGPC shall repair any damage caused by BGPC's use of said road.

2. BGPC shall pay the OWNER Two Hundred Dollars (\$200.00) per month for the right to so utilize said road. BGPC shall make the initial monthly payment upon execution of this Agreement, and shall make each subsequent monthly payment on or before the 10th day of each month.

3. The term of this Agreement shall commence as of the date set forth above and shall extend uninterrupted through December 31, 2020.

4. BGPC agrees to use its best reasonable efforts to coordinate the use of said road so as to not unduly disrupt OWNER'S use of the road.

5. In the event BGPC acquires rights to that certain Grazing Lease dated April 8, 1983 (the "Grazing Lease") between Paul and Teresa Sansinena and Chevron Geothermal Company of California ("Chevron Geothermal"), as assignee of Chevron U.S.A. Inc. ("Chevron U.S.A."), BGPC agrees that it will continue the Grazing Lease for the balance of the term of this Agreement unless and to the extent BGPC finds it necessary to reduce the acreage under such Grazing Lease to accommodate BGPC's development of the Beowawe Unit. However, it is expressly acknowledged by OWNER that it is possible that BGPC may not acquire any rights to such Grazing Lease or may acquire rights which do not continue for the full term of this Agreement, and that the rights granted BGPC hereunder shall be independent of, and shall not be contingent upon, the continuance of such Grazing Lease.

6. 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. This Agreement shall supersede in its entirety that certain Right of Way Agreement dated April 8, 1983 between Paul

and Teresa Sansinena and Chevron U.S.A., as assigned by Chevron U.S.A. to Chevron Geothermal on or about July 10, 1985, by Chevron Geothermal to Oxbow Power of Beowawe, Inc. ("Oxbow") on December 21, 1990, and by Oxbow to BGPC on or about March 29, 1991.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

BEOWAWE GEOTHERMAL POWER
COMPANY

By: Oxbow Power of Beowawe,
Inc., General Partner

By: *David R. Bull*

Title: VICE PRESIDENT

By: Crescent Valley Energy
Company, General Partner

By: *Richard M. Smith*

Title: VICE PRESIDENT

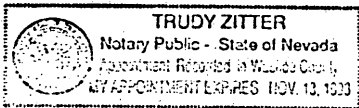
OWNER

Teresa Sansinena
Teresa Sansinena

d0761

STATE OF NEVADA)
SS:
COUNTY OF WASHOE)

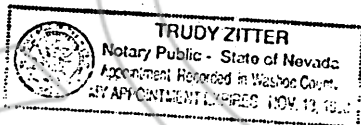
On this 13th day of June, 1991, before me, personally came Douglas R. Powell, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of Oxbow Power of Beowawe, Inc., the corporation described in and which executed the above instrument on behalf of Beowawe Geothermal Power Company' and that he signed his name thereto as the duly authorized act and deed of said corporation and said partnership.



Trudy Zitter
Notary Public

STATE OF NEVADA)
SS:
COUNTY OF WASHOE)

On this 13th day of June, 1991, before me, personally came Richard M. Bonville, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of Crescent Valley Energy Company, the corporation described in and which executed the above instrument on behalf of Beowawe Geothermal Power Company' and that he signed his name thereto as the duly authorized act and deed of said corporation and said partnership.



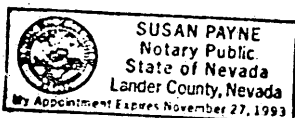
Trudy Zitter
Notary Public

STATE OF NEVADA)

COUNTY OF Lander)

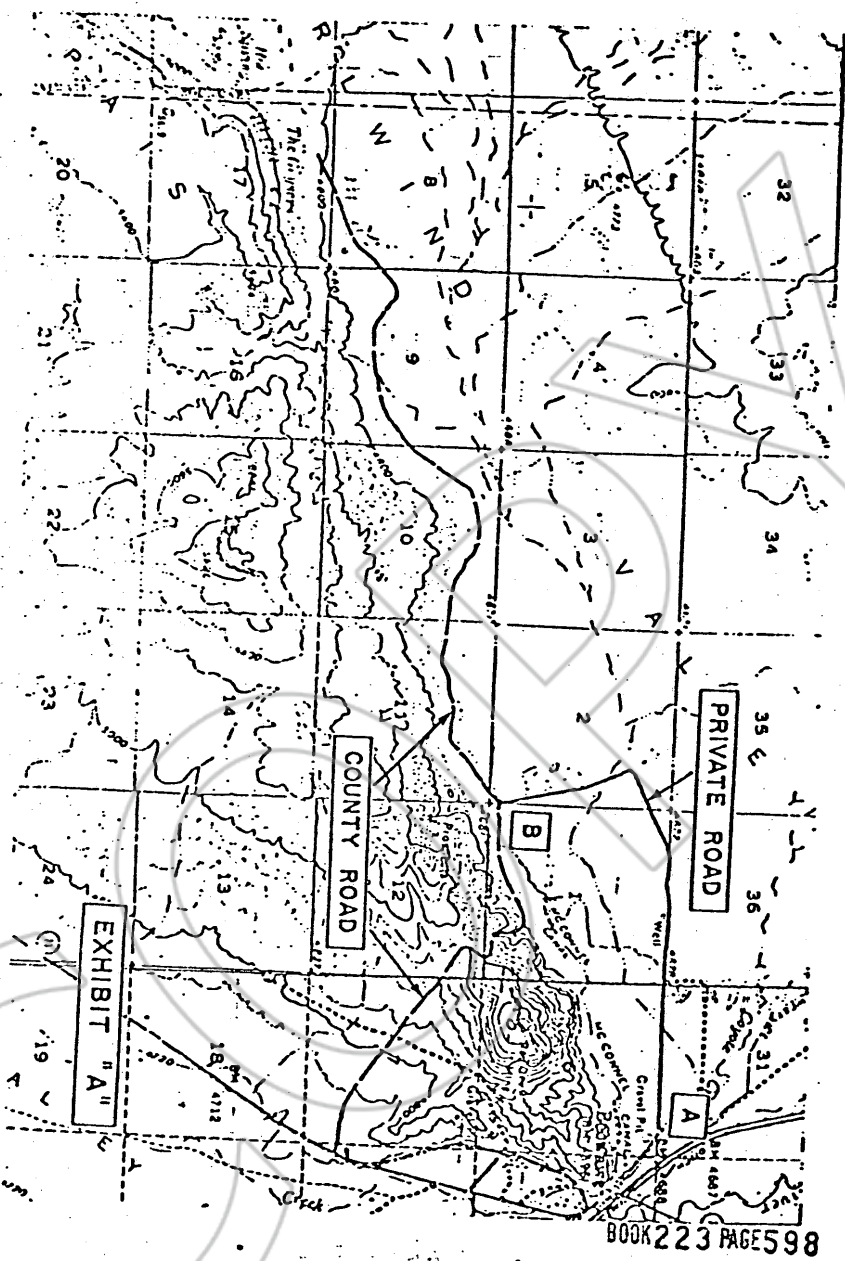
SS:

On the 7th day of June, 1991, before me personally came Teresa Sansinena, to me known, who, being by me duly sworn, did depose and say that she is the individual described in and who executed the above instrument; and that she signed her name thereto as her free act and deed.



[SEAL]

Susan Payne
Notary Public



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OFFICIAL RECORDS
RECORDED AT THE CLERK'S OFFICE OF
Buckley Singleton, et al
'91 JUL 11 P2:12

EUREKA COUNTY, NEVADA
M.N. REBATEATI, RECORDER
FILE NO. 137234 FEE \$12.00

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