

File No. 23948.

Roy L. Primeaux and Frances Primeaux,)
to)
Standard Oil Company of California.)

Lease. *See Book "F" Misc. P. 142 for Termination*

THIS LEASE, dated the 9th day of July, 1941,

W I T N E S S E T H:

1. That ROY L. PRIMEAUX and FRANCES PRIMEAUX, his wife, of the County of Eureka, State of Nevada, Lessor, does hereby lease unto STANDARD OIL COMPANY OF CALIFORNIA, a corporation, Lessee, for the term commencing on the first day of August, 1941, and ending on the thirty-first day of July, 1966, all that certain parcel of land situate in the City of _____, County of Eureka, State of Nevada, described as follows, to-wit:

A portion of the NE $\frac{1}{4}$ of Sec. 14, Twp. 32 N. R. 50 E., Mt.D.M. and being more specifically described as follows:

BEGINNING at a point on the center line of Nevada Highway Department survey, Eureka County, Route 1, Section A4 and designated as Engineer's Station 726,

THENCE Easterly along said state highway center line N. 60°42' E. a distance of Two Hundred Twenty Two and Thirty Two hundredths (222.32) feet to a point which is the beginning of a curve to the right and having a radius of 2000 feet,

THENCE along said curve a distance of One Hundred Seventy Seven and Sixty eight hundredths (177.68) feet to a point designated as Engineer's Station 730,

THENCE Southerly along radial line of said curve a distance of Two hundred feet to a point,

THENCE Westerly parallel with said center line to a point formed by an intersection with a radial line drawn southerly from the point of beginning of said curve,

THENCE S. 60°42' W. a distance of Two Hundred Twenty Two and Thirty-two Hundredths (222.32) feet to a point,

THENCE Northerly a distance of Two Hundred (200) feet to the point of beginning, excluding therefrom all property dedicated as State Highway,

together with all improvements and fixtures located thereon.

2. Lessee agrees to pay Lessor rental for the use and occupancy of the demised premises as follows:

The sum of \$40.00 per month for each and every month during the term commencing August 1st, 1941 and ending July 31st, 1966, to be paid as follows: Lessee shall forthwith pay Lessor the

sum of \$1000.80 as advance rental hereunder, which sum shall be applied as advance rental for each and every month during the first ten years of the term hereof commencing August 1st, 1941 and ending July 31st, 1951, at the rate of \$8.34 per month, leaving a balance of \$31.66 per month to be paid in advance by Lessee to Lessor on the first day of each and every calendar month during said 10 year term; and the sum of \$40.00 per month to be paid in advance by Lessee to Lessor on the first day of each and every calendar month commencing August 1st, 1951 and ending July 31st, 1966, provided, however, that no rentals shall be due and payable hereunder until the date on which possession of the demised premises has been delivered over to Lessee.

3. Should any of said improvements or fixtures referred to in paragraph 1 hereof, become obsolete or for any reason unfit for the purposes intended, during the term of this lease or any extension thereof, Lessee shall have the right at Lessee's option to return such improvements or fixtures to Lessor at Prineaux, Nevada, and to replace the same with such equipment as Lessee may deem necessary; title, however, to such new equipment to remain in Lessee. Lessee shall have the right at any time to remove from the demised premises any and all such equipment placed by Lessee thereon.

4. Lessor agrees during the term of this lease or any extension thereof to maintain in good condition and repair all service station equipment, facilities, yards, driveways, and other improvements installed or made by Lessor on the demised premises, except such service station equipment, facilities, yards, driveways, and other improvements owned by Lessee.

5. Lessor agrees to insure the demised premises and all property placed thereon by Lessor against loss by fire. In the event said premises or property are destroyed wholly or in part by any cause during the term hereof, then Lessor shall forthwith re-enter said demised premises and shall with diligence repair the destroyed portion or portions of said premises or property. If, however, the demised premises or the destroyed portion thereof become untenable in the opinion of Lessee, then the rent shall cease until such time as they are again, in the opinion of Lessee, tenantable. Should Lessor neglect forthwith to restore said premises to the same condition as they were prior to their destruction, Lessee shall, at Lessee's option:

- (a) Repair said premises, deducting the cost thereof from rents accruing, with reasonable interest allowance for moneys advanced, or
- (b) Terminate this lease.

Notwithstanding the foregoing, Lessor shall not be obligated to restore or repair any improvements, fixtures or equipment placed on the demised premises by Lessee.

6. Lessee shall have the right at any time during the term hereof, or from time to time, or within a reasonable time after the expiration of said term or of Lessee's occupancy of the demised premises, to remove any and all property of whatever kind and nature, expressly including, but without limiting the generality of the foregoing, all buildings, structures or other improvements, equipment, machinery, materials, or trade or other fixtures, placed by Lessee or by Lessee's predecessor in interest, in, under or upon the demised premises or acquired by Lessee whether before or during the term hereof, but Lessee shall not be obliged to do so. It is the express intention of the parties hereto that any and all and every part of any property herein generally or specifically described so placed in, under, or upon the demised premises, or constructed or maintained thereon, or acquired by Lessee either before or during the term hereof, shall at all times be and remain personal property of Lessee absolutely, and under no circumstances shall any part or parcel thereof be or be construed to be a part of the freehold or leasehold, or of any other estate or interest in said property.

7. Lessee shall pay any taxes which may be levied or assessed during the term of this lease on any equipment, trade fixtures or facilities placed by Lessee on the demised premises

or acquired by Lessee whether before or during the term hereof. All other real or personal property taxes or assessments, including all street improvements or other special taxes or assessments, shall be paid by Lessor.

8. Lessee shall have the right during the term of this lease to occupy and use the demised premises for any lawful purpose or purposes whatsoever, including but without limiting the generality of the foregoing, the right to operate and maintain on said demised premises a service station for the sale and distribution of gasoline and any other products of petroleum; to store and handle thereon and to distribute and sell therefrom such commodities and such other materials as are usually carried at and sold from Lessee's service stations generally and such goods as may be marketed by Lessee from time to time; to rearrange or remodel any improvements, trade or other fixtures, structures, buildings, or equipment now located on said demised premises belonging to Lessor or to Lessee or which may be placed thereon by Lessee during Lessee's occupancy of the premises; to construct and maintain on the demised premises such other buildings, structures, improvements or equipment as Lessee may desire, and to remove the same or any part thereof at will; and to cut curbs, construct roadways and use sidewalks for vehicles to pass to and from the demised premises.

9. In the event it shall be or become unlawful to erect, operate, or maintain, in, under, or upon the demised premises, or any part thereof, said service station, or any tanks, buildings, pumps, pipe lines, or other equipment necessary or convenient to the conduct of the same; or to store thereon or to sell therefrom any gasoline or other product of petroleum or other goods marketed generally by Lessee from time to time; or if it shall be or become unlawful to construct or maintain approaches to the driveway or driveways of said service station by reason of any state, county, or city ordinance or ordinances or other regulation; or if any portion or portions of the demised premises shall be condemned for street or road or other public or quasi-public purposes, or otherwise, or if there is a highway change in the vicinity of the demised premises, so that in the opinion of Lessee it shall become impracticable or unprofitable to construct, maintain, or operate said service station on the demised premises, then Lessee shall have the right to terminate this lease by giving Lessor ten (10) days' notice in writing of such termination.

10. If the holder, trustee, or beneficiary of any lien or encumbrance now existing upon the demised premises or any portion thereof, or upon Lessor's interest or estate therein, shall become entitled, from whatsoever cause, to declare a default thereunder or sell the premises or any portion thereof, or Lessor's interest or estate therein, by foreclosure or otherwise, Lessee shall have the right, at any time prior to such foreclosure or other sale, to terminate this lease and Lessee's further obligations hereunder, without notice.

11. Each and every covenant, agreement and condition herein to be kept, performed or observed by Lessor, is a material inducement and consideration for the execution of this lease by Lessee, and any breach, violation, or failure with respect thereto by Lessor, Lessor's tenants, licensees, agents, successors or assigns, shall entitle Lessee at Lessee's election to terminate this lease and its further obligations hereunder forthwith by giving Lessor written notice of such termination, and no waiver by Lessee, express or implied, of any such breach, violation or failure, shall constitute a waiver of any other or continuing or subsequent breach, violation or failure, whether of like nature or otherwise. No alteration or modification of any of the terms or provisions hereof, including, but without limiting the generality of the foregoing, any change in the amount of rental payable hereunder or any extension of the term hereof shall constitute, or be construed to constitute, the making of a new or different lease between the parties hereto.

12. If any tax or charge is hereafter imposed upon Lessee, pursuant to the provisions of any so-called Chain Store Tax Law hereinafter enacted by any governmental authority, for or on

account of the operation of Lessee's service station on the demised premises, Lessee shall have the right to terminate this lease at any time on ninety (90) days' notice to Lessor served after the enactment of such law.

13. If, during the term hereof, or any extension thereof, Lessee shall default in the payment of rental or in the keeping or performing of any other term, covenant or condition herein contained to be kept or performed by Lessee and if such default shall continue uncured for a period of fifteen (15) days after receipt of written notice from Lessor specifying said default, Lessor shall have the right, at Lessor's election, to declare this lease at an end, or to reenter the demised premises and eject all parties in possession thereof therefrom, or to take any other action which may be necessary or desirable for the enforcement of any right or remedy allowed Lessor by law or by this lease. Upon the expiration of the term of this lease or any extension thereof, or any sooner termination of Lessee's tenancy of the premises, Lessee agrees to quit and deliver up possession of the demised premises to Lessor.

14. If Lessee shall hold over after the expiration of the term of this lease, or any extension thereof, such tenancy shall be from month to month only and upon all the terms, covenants, and conditions hereof.

15. Lessor agrees not to store, handle, distribute, sell or advertise for sale, on premises owned, or leased by Lessor, adjoining the demised premises, products in competition with those marketed by Lessee, nor to suffer or permit, by lease, license, or other agreement, any person, persons, firm or corporation, to store handle distribute, sell or advertise for sale on said adjoining premises, products in competition with those marketed by Lessee.

16. Lessee shall have the right to terminate this lease, and all extensions thereof, at the end of any contract year after August 1st 1941, or at the end of the first six (6) months of any such year, by giving Lessor at least thirty (30) days written notice prior thereto of Lessee's intention so to do.

17. Should Lessor during Lessee's occupancy of the demised premises determine to sell the same or any part thereof or any larger parcel of which the demised premises are a part, and receive a bona fide offer therefor acceptable to Lessor, then, before making any such sale or any agreement to sell, Lessor shall give Lessee notice in writing of Lessor's desire to sell, and Lessee shall have the exclusive right, for a period of thirty days from the date of receiving such notice, to purchase the premises to which such offer refers at the amount of said offer or at the price specified in any unexpired option to buy which Lessor may have given Lessee, or at any less price which Lessor may be willing to accept for said premises. If Lessee shall fail to exercise the option herein granted Lessee, and the said premises are actually sold by Lessor, such sale shall be made subject to all of the terms and provisions of this lease, including the provisions of this paragraph.

18. All rentals payable hereunder shall be paid to Roy L. Primeaux, Primeaux, Nevada, c/o Post Office, Carlin, Nevada unless and until Lessor shall designate some other party to receive said rentals. Payment of said rentals to any party designated by Lessor shall acquit Lessee from all responsibility therefor or the proper distribution thereof.

19. Any and all written notice to be given by Lessee to Lessor hereunder shall be addressed to Lessor at Primeaux, Nevada, c/o Post Office, Carlin, Nevada.

20. Standard Stations, Inc. will until further notice direct and supervise the operations of the business to be conducted on the demised premises. Until further notice from Lessee, all rental payments to be made and notices to be given by or to Lessee hereunder shall be made or given by or to Standard Stations, Inc. at 415 Continental Bank Bldg., Salt Lake City, Utah, (as the case may be). All notices shall be given by depositing the same in the United States post office, properly addressed as aforesaid, postage full prepaid, for delivery by registered mail.

21. This lease shall be binding upon and shall inure to the benefit of the successors and assigns of Lessee, and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors and assigns of Lessor.

IN WITNESS WHEREOF, these presents are hereby signed in triplicate by the parties hereto.

Roy L. Primeaux
Roy L. Primeaux Lessor

Frances Primeaux
Frances Primeaux Lessor

STANDARD OIL COMPANY OF CALIFORNIA,
Lessee

By W. G. Watson
Attorney in fact.

L. H. Winer
Subscribing Witness.

STATE OF NEVADA)
)ss.
County of Elko.)

On this 9th day of July, A.D. 1941, before me, FRANK E. WALTERS, a notary public, in and for said County of Elko, personally appeared L.H. Winer known to me to be the same person who is described in, and who executed the within instrument as subscribing witness thereto, and who being by me first duly sworn, deposes and says: that on the 9th day of July A.D. 1941, he was personally acquainted with ROY L. PRIMEAUX and FRANCES PRIMEAUX the person described in and who executed the within instrument; that on said last named day he saw the said ROY L. PRIMEAUX and FRANCES PRIMEAUX execute the said instrument, that the said ROY L. PRIMEAUX and FRANCES PRIMEAUX, whose name is (are) subscribed to said instrument as a (the) party(parties) thereto, is (are) the person who executed the same; that he executed the same freely and volutarily and for the uses and purposes therein mentioned; that affiant thereupon signed the same as subscribing witness thereto.

Witness my official seal at Elko in said County, the day and year in this certificate first above written.

Frank E. Walters
Notary Public in and for said County and State

(Notarial Seal)
My commission expires Feb. 8, 1945.

State of California,)
)ss
City and County of San Francisco.)

On this 13th day of August, in the year 1941, before me, Frank L. Owen, a Notary Public in and for said City and County and State, personally appeared W.G. Watson, known to me to be the person whose name is subscribed to the within instrument as attorney in fact of Standard Oil Company of California, a corporation, and acknowledged to me that he subscribed the name of said corporation thereto as principal, and his own name as attorney in fact.

Frank L. Owen
Notary Public in and for the City and County
of San Francisco, State of California.

(Notarial Seal)
My commission expires Nov. 22, 1941.

Recorded at the request of C.B. Rogers Aug. 21, A.D. 1941 At 05 minutes past 11 A.M.

Peter Merialdo --- Recorder.