

George L. Chaney and  
Jewel M. Chaney, his wife,  
to  
Bell Telephone Co. of Nevada. )  
Lease.

GEORGE L. CHANEY and JEWEL M. CHANEY, his wife, hereinafter called "Lessor", and BELL TELEPHONE COMPANY OF NEVADA, a Nevada corporation, hereinafter called "Lessee", mutually agree as follows:

PREMISES LEASED

1. Lessor hereby leases to Lessee and Lessee hereby hires from Lessor those certain premises located in the town of Eureka, County of Eureka, State of Nevada, described as follows:

BEGINNING at the corner formed by the intersection of the north boundary line of McCoy Street with the east boundary line of Main Street and running thence North 81 degrees 27 minutes East along the north boundary line of McCoy Street, 80 feet; thence North 3 degrees 55 minutes East, 51.42 feet; thence South 81 degrees 27 minutes West and parallel to the

north boundary line of McCoy Street, 91.14 feet; thence South 8 degrees 33 minutes East along the east boundary line of Main Street 50.2 feet to the point of beginning, being all of Lots 8 and 9, Block 27 as said lots and block are shown and delineated on that certain map entitled "Official Map of the Town of Eureka, Nevada," approved by the United States General Land Office on November 19, 1927 and filed September 10, 1946 in the District Land Office at Carson City, Nevada.

TOGETHER WITH all of that certain one-story concrete block building to be erected on said premises by Lessor in accordance with Paragraph 2 (a) hereof.

ERECTION OF BUILDING

2. (a) Immediately upon the execution of this lease, Lessor shall proceed with the erection of a building in accordance with plans and specifications agreed to, approved and signed by Lessor and Lessee, which said plans and specifications are hereby referred to and by reference incorporated herein and made a part hereof, and shall cause said building to be completed and possession thereof to be delivered to Lessee on May 1, 1948; provided, however, that the time, not to exceed sixty (60) days in the aggregate, during which Lessor is delayed in the completion of said building (l) by acts of God which Lessor could not have reasonable foreseen and provided for, (ll) by delay in obtaining, or inability to obtain, the necessary materials, tools, implements and appliances on account of governmental acts, restrictions or regulations, or (lll) by any civil disorders, labor distrubances, strikes, boycotts, lockouts, or like obstructive action by any person or persons, shall be added to the aforesaid time for completion.

(b) In the event that Lessor fails to complete erection of said building within the time hereinbefore specified, Lessee shall have the right on or after the expiration of the time limit hereinbefore specified, but before completion of said building and delivery of possession thereof to Lessee, to cancel this lease by a notice in writing to Lessor, whereupon all rights and obligations hereunder shall cease and determine. Any extension or extensions of time granted by Lessee to complete said building shall not operate as a waiver of Lessee's right to cancel the lease as herein provided, if Lessor thereafter shall fail to complete said building within the time as so extended.

TERM

3. (a) The term of this lease is twenty (20) years extending from May 1, 1948, to and including April 30, 1968, unless Lessor does not or is unable to complete said building in the manner specified in paragraph 2 (a) hereof and to deliver possession of said premises to Lessee on May 1, 1948, in which event said term shall extend for twenty (20) years from the date said building is completed in such manner and possession of said premises is delivered to Lessee.

(b) Lessee, by giving sixty (60) days' prior written notice, shall have the right to terminate this lease and the rental payments therefor on or at any time after April 30, 1963.

(c) Should Lessee continue to occupy the leased premises after the expiration of said term, Lessee shall become a tenant from month to month at the same rental rate and, so far as applicable, subject to the other terms and conditions of this lease. Such tenancy may be terminated by either party hereto upon thirty (30) days' prior written notice to the other.

RENT

4. (a) Upon commencement of the term of this lease as provided in paragraph 3 (a) hereof, Lessee shall pay rent to Lessor for the leased premises at the rental rate of ninety dollars (\$90) per month, payable monthly in advance, subject to proportionate refund of advance-paid rent if this lease should be terminated before the expiration of any month for which rent shall have been paid.

(b) If the term of this lease shall commence on a date other than the first day of a calendar month, Lessee may pay on the first day of said term the prorated rent for the remainder of the calendar month in which the term commences, and thereafter Lessee may pay a full month's rent on the first day of each calendar month, in which event payment for the final fractional month shall be adjusted so that the sum of the rents paid for the initial and terminating fractional months shall equal one full month's rent.

(c) Such rent shall be paid as and when due to George L. Chaney at P. O. Box 35, Applegate, California, or to such other person or at such other address as Lessor hereafter may designate by written notice to Lessee. Payment of said rent to any person so designated by Lessor shall acquit Lessee from all responsibility therefor or for the proper distribution thereof.

(d) If Lessor should assign this lease or the rents thereunder, or if Lessor should convey the premises leased thereunder, the assignee or grantee, as the case may be, shall furnish Lessee written proof of such assignment or conveyance in the form of a copy of such assignment or conveyance certified by the recorder of the county in which the real property is situated, or in lieu thereof the assignor and assignee or the grantor and grantee, as the case may be, shall give Lessee written notice of such assignment or conveyance. In either case written instructions for payment of rent thereafter payable hereunder shall also be given by such assignee or grantee. Payment of rent in accordance with paragraph 4 (c) hereof shall acquit Lessee from all responsibility for the payment of rent or for the proper distribution thereof prior to receipt by Lessee of such written evidence or notice and such written instructions.

#### DEFAULT IN RENT

5. Should any rent be due and unpaid and if such default shall continue for thirty (30) days after written notice from Lessor to Lessee to pay such rent or vacate the premises, Lessor shall have the right to re-enter the leased premises and remove all persons therefrom.

#### ALTERATIONS AND USE OF PREMISES

6. Lessee shall have the right from time to time during its tenancy of the leased premises (a) to furnish, install and use in, upon and under said premises such wires, equipment and other property of whatsoever kind and nature as are necessary for the conduct of its business, (b) to connect such wires, equipment and other property to its lines adjoining said premises, and (c) to make such additions to and changes in said premises as will in the judgment of Lessee better adapt same to the purposes of its business, provided that (1) all such work shall be done in a lawful manner and in conformity with all applicable laws, ordinances and regulations, including the regulations of the National Board of Fire Underwriters, (11) the leased premises shall be kept free and clear of any and all liens and charges on account of labor and materials used in or contributing to the work, and (111) the work shall not weaken or impair the structural strength of the leased premises. Lessee shall also have the right from time to time during said term or within a reasonable time after the expiration thereof or of Lessee's tenancy of the leased premises to remove any and all property of whatsoever kind and nature, expressly including fixtures, placed by it in, upon or under the leased premises. Lessee shall not use the leased premises for any unlawful purpose nor maintain a nuisance thereon.

#### SERVICES AND FACILITIES

7. Lessee shall furnish janitorial services and all water, electricity, and heat used in said premises.

REPAIRS AND MAINTENANCE

8. Lessee shall repair any damage to the leased premises caused by Lessee, damage resulting from ordinary wear and tear excepted. Lessee shall also perform such interior painting and decorating as Lessee may deem necessary. In all other respects Lessor shall keep said premises and sidewalks adjacent thereto in good, safe and sanitary condition and repair, which duty shall include but not be limited to such exterior painting of the premises as may be necessary to keep them in reasonable good appearance. Lessor shall also make or furnish such facilities and alterations as may be necessary to comply with local building and fire ordinances, the regulations of the National Board of Fire Underwriters.

DAMAGE OR DESTRUCTION OF PREMISES

9. Should the leased premises be destroyed or other wise rendered unsuitable for Lessee's requirements by fire or other casualty, this lease may be terminated by either party hereto upon written notice to the other, whereupon all advance-paid rent covering periods subsequent to the happening of such fire or other casualty shall be promptly refunded. Should neither party elect to terminate, Lessor shall rebuild or repair the premises with all possible dispatch. During such period of rebuilding or repairing, the rent or a just proportion thereof, according to the nature, extent and effect of the damage, shall abate; and any advance-paid rent so abated shall at Lessee's option be refunded promptly or credited to subsequently accruing rents.

NUISANCE ON ADJOINING PROPERTY

10. In so far as Lessor may have control of any premises adjoining the leased premises, Lessor shall not use nor permit same to be used for any purpose objectionable to Lessee or for any unlawful purpose nor permit the maintenance of a nuisance thereon.

PEACEABLE AND QUIET POSSESSION

11. Lessor hereby covenants that Lessor has good right to lease said premises for the term of this lease and that Lessee, upon paying the rent and performing and observing the other covenants to be performed and kept by it as provided in this lease, shall have the peaceable and quiet possession of said premises during said term.

TAXES

12. Lessor shall be liable for all real property taxes and assessments levied against the leased premises and Lessee shall be liable for all taxes levied against personal property and trade fixtures placed by Lessee in, on or about the leased premises. Should the leased premises be assessed to Lessee during Lessee's tenancy, Lessee shall pay the taxes so assessed and the amount of such taxes so paid shall be reimbursed to Lessee by Lessor upon demand, or at Lessee's option the amount so paid may be deducted from any rent which may thereafter become due.

SURRENDER AND RESTORATION OF PREMISES

13. Lessee, at the expiration of its tenancy, shall surrender the premises in as good order and condition as reasonable use shall permit, damage by the elements, wear, tear and deterioration and other causes beyond Lessee's control excepted; provided, however, should Lessee make any additions to and changes in said premises pursuant to subdivision (c) of paragraph 6 hereof, Lessee, within a reasonable time after the expiration of its tenancy and to the extent requested by Lessor, shall restore said premises as nearly as possible to the state and condition in which they existed at the time Lessee took possession, reasonable wear, tear and deterioration and damage by the elements and other causes beyond Lessee's control excepted.

TIME OF ESSENCE

14. Time is of the essence of this lease.

NOTICE OR DEMANDS

15. All notices or demands herein provided to be given or made or which may be given or made by either party to the other shall be deemed to have been fully given and made when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

To Lessor:

George L. Chaney,  
P. O. Box 35,  
Applegate,  
California.

To Lessee:

Bell Telephone Company of Nevada,  
140 New Montgomery Street,  
San Francisco 5,  
California.

Attention: Superintendent of Buildings,  
Supplies and Motor Vehicles

The address to which notices or demands may be given or made by either party may be changed by written notice given by such party to the other pursuant to this paragraph.

Dated: Nov. 24, 1947.

George L. Chaney  
George L. Chaney

Jewel M. Chaney  
Jewel M. Chaney

(Corporate Seal)

BELL TELEPHONE COMPANY OF NEVADA

By F. A. Dresslar  
Vice President and General Manager

and F. H. Case  
Assistant Secretary

STATE OF CALIFORNIA )  
                          ) ss.  
COUNTY OF CONTRA COSTA )

On this 24 day of November in the year one thousand nine hundred and Forty Seven before me Harry M. Stebbins, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared George L. Chaney, Jewel M. Chaney, known to me to be the persons described, whose names are subscribed to and who executed the within instrument, and acknowledged that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County the day and year in this Certificate first above written.

(Notarial Seal)

Harry M. Stebbins  
Notary Public in and for said County and State.

My Commission Expires Jan. 3, 1949.

Form Approved: John A. Sutro - General Attorney

Recorded at the request of C. W. Smith Dec. 10 A.D. 1947 At 0 minutes past 3 P.M.

Peter Merialdo-----Recorder.