

Equipment Unit Site and Facilities Lease - B

between

Isadore Sara, Jr. & Ciriaco Herrera

and

UNION OIL COMPANY OF CALIFORNIA

Equipment Unit No. 6990
Main and Robin Streets
Eureka, Nevada

Dated September 18th, 1946.

EQUIPMENT UNIT SITE AND FACILITIES LEASE - B

This Lease, made this 18th day of September, 1946, by and between ISADORE SARA, JR. and CIRIACO HERRERA of Eureka, Nevada, Lessor, and UNION OIL COMPANY OF CALIFORNIA, a corporation, Lessee;

WITNESSETH:

1. PROPERTY: Lessor does hereby lease to Lessee all that certain real property situate in the City of Eureka, County of Eureka, State of Nevada, described as follows:

Property Description

Portion Of Lot No. 128 B
Eureka, Nevada

Owner: Isadore Sara Jr.

Being a portion of Lot No. 128 B, in the Eureka Mining in the County of Eureka and the State of Nevada, containing thirty two thousand nine hundred and fifty four (32,954) square feet, bounded and described as follows, to wit:

"Beginning at Corner No. 1, a Post marked "No. 1 U.S. Survey No. 128 Lot B", from the Corner of No. 1 of Lot No. 128 A, made for the claim of Albert Sturges upon the General Washington Lode, bears South thirty two (32) degrees Eight (8) minutes West at a distance of seventeen thousand nine hundred and fifty (17,950) feet: the Flagstaff in the Town of Eureka bears South twenty one (21) degrees fifteen (15) minutes East at the distance of seven hundred and eighty two and eight tenths (782-8/10) feet, and the North East Corner of the Odd Fellows Building bears South ten (10) degrees forty five (45) minutes West the distance of thirty-two (32) feet; Thence from said Corner #1 South seventy eight (78) degrees fifteen (15) minutes West, two hundred and twenty (220) feet to Corner #2; Thence North fourteen (14) degrees forty five (45) minutes West, one hundred and fifty (150) feet to Corner #3; Thence North seventy eight (78) degrees fifteen (15) minutes East, two hundred and twenty (220) feet to Corner #4; Thence South fourteen (14) degrees forty five (45) minutes East, one hundred and fifty (150) feet to the place of beginning; containing thirty two thousand nine hundred and fifty four (32,954) square feet of land, more or less."

Lot No. 128 B, commonly known as the General Washington Mill Site, as represented upon a plat thereof recorded in Liber 9 of Deeds, page 410, of the Records of Eureka County, State of Nevada.

Together with the buildings and equipment now located or to be placed thereon by Lessor, as described in Exhibit "A" which is attached and made a part hereof.

2. TERM: The term of this lease shall commence the 1st day of January, 1947, and end the 31st day of December, 1956. If Lessee shall hold over after expiration of the original or any extended term, with Lessor's express or implied consent, it shall be on a month to month tenancy in accordance with the terms hereof.

3. RENTAL: Lessee agrees to pay Lessor as rental on or before the 1st day of each and every calendar month during the term hereof the sum of Twenty and 00/100 DOLLARS (\$20.00).

4. EXTENSION: As further material consideration for the execution of this lease, Lessee is hereby granted the exclusive right and option to extend this lease beginning with the expiration date hereof for such additional term as Lessee may declare at its further option, but which term shall in no event exceed Five (5) years at rental of Twenty and 00/100 Dollars (\$20.00) per month. Written notice of the exercise of said option together with the declared term of said extension shall be given by Lessee to Lessor at least sixty (60) days prior to the expiration of the original term hereof.

5. TAXES: Lessee agrees to pay before delinquent, all taxes on all personal property and improvements, if any, of said Lessee upon said land, and Lessor agrees to pay before delinquent, all taxes on said land, improvements and personal property of Lessor thereon.

6. POSSESSION: Lessee shall have the right to occupy and use the demised premises for a service station and other uses and in this connection shall have the right to remove from, rearrange or remodel any and all buildings, improvements and equipment now on the premises or which may hereafter be placed thereon and to construct and maintain thereon such other structures, improvements and equipment as Lessee may from time to time desire and to cut curbs, construct roadways, and use sidewalks for vehicles to pass to and from said premises.

Notwithstanding any other provision of this lease, the rental herein specified shall begin from the date possession of the premises is taken by Lessee. Should Lessee, with the consent of Lessor, go into possession of the premises prior to the execution of this lease by Lessee, possession of the premises by Lessee shall be deemed to be under a license terminable at the will of Lessor and not as a tenancy, and neither such possession of the

premises by Lessee nor the payment to Lessor by Lessee of any rentals hereunder shall constitute a ratification or acceptance of this lease by Lessee and this lease shall not be binding upon Lessee unless and until it is executed by the duly authorized officers of Lessee and delivered to Lessor.

7. REPAIRS: Lessee shall not be obliged to repair any damage to said premises or any part thereof which is due to reasonable wear and tear or caused by fire or the elements.

Lessee will return the said premises, including all improvements and installations made at Lessee's expense, to Lessor at the expiration of the original or any extended term hereof, or any sooner termination of this lease, in as good condition as received, reasonable wear and tear and damage by fire and the elements excepted.

8. CANCELLATION: Lessee shall have the right to terminate this lease at any time during the term or any extension or renewal hereof upon at least sixty (60) days' written notice to Lessor. In the event of the condemnation of said premises or any part thereof, or in the event the full use of the premises in the conduct and operation of a service station thereon shall be prevented, interfered with or materially hindered by any law, ordinance, rule or regulation of any governmental authority, or if for any reason beyond its control Lessee shall be prevented from using said premises for the purpose of operating or maintaining thereon a motor vehicle service station, or access thereto be cut off in whole or in part, then at the option of Lessee this lease may be cancelled and terminated.

If a tax or charge is hereafter imposed, pursuant to the provisions of a Chain Store Tax law hereafter enacted by the State in which the demised premises are located, upon Lessee for the operation of the station on said premises, Lessee shall have the right at its option at any time on ninety (90) days' notice to terminate this lease without any liability by reason of such termination.

9. ASSIGNMENT: Lessee shall have the right to sublease the entire demised premises or any part thereof and to assign this lease and any or all its rights thereunder.

10. CANCELLATION OF PRIOR AGREEMENTS: This lease cancels and supersedes any lease or other agreement of prior date between the parties hereto on or with reference to the possession of the demised premises. This lease covers all the covenants, conditions, stipulations and provisions agreed upon between the parties hereto, and no employee, agent or representative of Lessee has authority to change, modify or alter the terms hereof, and neither party is nor shall be bound by any inducement, statement, representation, promise or agreement not herein set forth.

11. All the terms and provisions herein shall be binding upon and shall inure to the benefit of the heirs, executors, administrators or assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the day and year first above written.

Isadore Sara, Jr.

Ciriaco Herrera
Lessor

UNION OIL COMPANY OF CALIFORNIA

By A. C. Stewart
Vice-President.

JMS

By L. B. Houghton
Assistant Secretary.

Lessee

For and in consideration of the execution by Lessee therein named, of the within and foregoing lease and to induce the same, the undersigned hereby consent to the making of said lease and agree that said Lessee may remove any and all property placed upon said leased premises, as provided in said lease. In the event, however, the undersigned acquires title to or the right to possession of said premises during the term thereof, the undersigned agrees

Miscellaneous Book F

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that Lessee shall enjoy peaceful possession of said premises for the remainder of the term of said lease as tenant of the undersigned in accordance with the terms thereof.

Dated July 7th, 1947.

STATE OF NEVADA,)
) SS.
COUNTY OF EUREKA.

On this 7th day of July, in the year A.D. 1947, before me, Ed Delaney, County Clerk, in and for said County and State, residing therein and duly commissioned and sworn, personally appeared Isadora. Sar, & Ciraco Herrera, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Ed Delaney, County Clerk

Ex-officio Clerk of the Third Judicial Court, in and for said County and State, My commission expires Dec. 31, 1950.

(Court Seal)

STATE OF CALIFORNIA,)
) ss
COUNTY OF LOS ANGELES.

On this 25th day of August, in the year A.D., 1947, before me, Caroline M. Lyons, a Notary Public in and for said County and State, residing therein and duly commissioned and sworn, personally appeared A.C. Stewart, known to me to be the Vice President, and L.B. Houghton, known to me to be the Assistant Secretary of UNION OIL COMPANY OF CALIFORNIA, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Caroline M. Lyons

Notary Public in and for said County and State.

(Notarial Seal)

My commission expires 7-27-51.

Recorded at the request of R. R. Blakeslee, Aug. 11, A.D., 1948 at 10 minutes past 10 A.M.

Peter Merialdo--Recorder.