

60577

ORIGINAL

10/7/74

GEOTHERMAL RESOURCES LEASE (SHORT FORM)

THIS LEASE AGREEMENT (SHORT FORM) made and entered into this 17th day of August, 1975 by and between FREDERICK JAY TOMPKINS, a single man,

hereinafter called "Lessor," and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, hereinafter called "Lessee."

WITNESSETH:

1. That Lessor, for valuable consideration, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements contained in that certain Geothermal Resources Lease referred to in Paragraph 3 below, hereinafter called "said Geothermal Resources Lease" has granted, let and leased, and by these presents does grant, let and lease, exclusively unto Lessee the real property hereinafter described and referred to as "said land" for the purposes of drilling for, producing, extracting, taking and removing therefrom (a) all products of geothermal processes, embracing indigenous steam, hot water and hot brines; (b) steam and other gases, hot water and hot brines resulting from water, gas, or other fluids artificially introduced into subsurface formations; (c) heat or other associated energy found beneath the surface of the earth; and (d) byproducts of any of the foregoing such as minerals (exclusive of oil or hydrocarbon gas that can be separately produced) which are found in solution or association with or derived from any of the foregoing (hereinafter collectively referred to as "geothermal resources"), storing, utilizing, processing, converting and otherwise using geothermal resources and selling the same; disposing of waste products; injecting water, brine, steam and gases from one well into another; exploring said land by geological, geophysical or other methods and taking water from said land; and for other uses and purposes incidental to the foregoing uses and purposes, as provided in said Geothermal Resources Lease; and constructing, using, maintaining, erecting, repairing and replacing thereon and removing therefrom such structures, facilities, roads, pipelines and utility lines as are necessary for the foregoing. Possession by Lessee of said land shall be sole and exclusive excepting only that Lessor reserves the right to occupy and use or to lease the surface of said land for agricultural, horticultural or other surface uses, except those granted to Lessee hereunder and in said Geothermal Resources Lease, which uses shall be carried on by Lessor subject to and with no interference with the rights or operations of Lessee hereunder. The said land covered by this lease is situated in the County of Eureka, State of Nevada, and is described as follows:

The Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 31 North, Range 48 East, M.D.B. & M.

containing 10 acres of land, more or less.

2. This Lease shall remain in force for a term of 10 years from the date hereof and either as long thereafter as geothermal resources are produced from said land or so long as operations are conducted on said land or so long as this lease is kept in force under any other provision of said Geothermal Resources Lease, all as particularly set forth therein and subject to termination as therein provided.

3. This Lease Agreement (Short Form) is made upon the terms, covenants and conditions set forth in that certain Geothermal Resources Lease bearing even date herewith by and between the said parties hereto, covering the real property above described, which Geothermal Resources Lease is by this reference incorporated herein and made a part hereof in all respects as though the same were fully set forth herein.

4. This Lease and all its terms, conditions and stipulations shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the date first hereinabove written.

LESSEE

STANDARD OIL COMPANY OF CALIFORNIA

By

Mark G. Gifford
Its Attorney In Fact

LESSOR

Frederick Jay Tompkins
FREDERICK JAY TOMPKINS, a single man

RECORDED AT THE REQUEST OF
AND
RETURN TO
STANDARD OIL CO. OF CALIFORNIA
LAND DEPARTMENT
P. O. BOX 7643
SAN FRANCISCO, CALIFORNIA 94120

BEOVAWE AREA

STATE OF NEW YORK
COUNTY OF Herkimer } ss

ON August 19 1975
before me, the undersigned, a Notary Public in and for said State, personally appeared
FREDERICK JAY THOMPkins
Fredrick Jay Thompkins
to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Naomi R. Ulrich
Notary Public in and for said State.

SEAL
Naomi R. Ulrich
Notary Public in and for said State
Registered in Herkimer County
My Commission Expires March 31, 1976

ACKNOWLEDGMENT—General—Notary Public Form 223—Rev. 3-64

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

On November 3rd 1975, before me, the undersigned, a Notary Public in and for said City and County and State, residing therein, duly commissioned and sworn, personally appeared Clair Ghylin known to me to be an Attorney in Fact of STANDARD OIL COMPANY OF CALIFORNIA the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the said Corporation therein named, and he 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 above written.



Patricia L. Morris
PATRICIA L. MORRIS
Notary Public in and for said City and
County of San Francisco, State of California

RECORDED AT THE REQUEST OF Title Insurance & Trust Co.
November 14, 1975, at 04 mins. past 8 A. M.
Book 53 of OFFICIAL RECORDS, page 70-71, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 60577 Fee \$ 4.00