

10/7/74

GEOTHERMAL RESOURCES LEASE (SHORT FORM)

THIS LEASE AGREEMENT (SHORT FORM) made and entered into this 15th day of OCTOBER, 1974, by and between CATTLEMEN'S TITLE GUARANTEE COMPANY, a corporation, as Trustee for Calico Land & Cattle Company, a corporation, Contract Seller, and WALTER LESLIE, SR. and IRENE J. LESLIE, His Wife, Contract Buyer, 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 Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 29 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

Clair Giff
its Attorney-in-Fact

APPROVED:

CALICO LAND & CATTLE COMPANY

BY

Clair Giff
RECORDED AT THE REQUEST OF
AND
RETURN TO

STANDARD OIL CO. OF CALIFORNIA
LAND DEPARTMENT
P. O. BOX 7643
SAN FRANCISCO, CALIFORNIA 94120

LESSOR

Walter Leslie, Sr.
WALTER LESLIE, SR.

IRENE J. LESLIE, His Wife

Irene J. Leslie
CONTRACT BUYER

CATTLEMEN'S TITLE GUARANTEE company, Trustee

BY

Robert K. Giff
CONTRACT SELLER

HOT SPRINGS POINT AREA

BOOK 54 PAGE 168

MINNESOTA
STATE OF MINNESOTA
COUNTY OF Hennepin

ON October 15, 19 75
before me, the undersigned, a Notary Public in and for said State, personally appeared
WALTER LESLIE, SR. AND IRENE J. LESLIE

known to me,
to be the person s whose name s are subscribed to the within instrument,
and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

John L. Ogren
Notary Public in and for said State.
JOHN L. OGREN
Notary Public, Hennepin County, Minn.
My Commission Expires Dec. 11, 1975.

SEAL Affixed

ACKNOWLEDGMENT—General—Notarials Form 223—Rev. 3-64

STATE OF ~~NEVADA~~ NEVADA
COUNTY OF ~~ELKO~~ ELKO

ON FEB 17, 19 76
before me, the undersigned, a Notary Public in and for said State, personally appeared
Robert B. Aldrich, Jr. Vice President of
CALICO LAND & CATTLE COMPANY, known to me to be the
person in whose name in subscribed to the within instrument,
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Aurora Bravo
Notary Public in and for said State.

AURORA BRAVO
Notary Public - State of Nevada
Elko County, Nevada
My Commission Expires Jan. 16, 1979

ACKNOWLEDGMENT—General—Notarials Form 223—Rev. 3-64

STATE OF ~~NEVADA~~ NEVADA
COUNTY OF ~~ELKO~~ ELKO

ON FEB 17, 19 76
before me, the undersigned, a Notary Public in and for said State, personally appeared
BERT K. GURR, VICE-PRESIDENT of
CATTLEMEN'S TITLE GUARANTEE COMPANY, known to me to be the
person in whose name in subscribed to the within instrument,
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Aurora Bravo
Notary Public in and for said State.

AURORA BRAVO
Notary Public - State of Nevada
Elko County, Nevada
My Commission Expires Jan. 16, 1979

ACKNOWLEDGMENT—General—Notarials Form 223—Rev. 3-64

State of California
City and County of San Francisco

On March 12, 1976, 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.

Cathy S. Testa
CATHY S. TESTA
Notary Public in and for said City and
County of San Francisco, State of California

OFFICIAL SEAL
CATHY S. TESTA
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SAN FRANCISCO
My Commission Expires Jan. 15, 1979

BOOK 54 PAGE 169 10-155 (CD-10-75)

RECORDED AT THE REQUEST OF Title Insurance & Trust Co.
on March 22 19 76, at 05 mins. past 10 A.M. In
Book 54 of OFFICIAL RECORDS, page 168-170, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 61008 Fee \$ 5.00

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