

10/7/74

## GEOTHERMAL RESOURCES LEASE (SHORT FORM)

THIS LEASE AGREEMENT (SHORT FORM) made and entered into this 16<sup>th</sup> day of SEPTEMBER, 1974 by and between CATTLEMEN'S TITLE GUARANTEE COMPANY, a corporation, as Trustee for Calico Land & Cattle Company, a corporation, Contract Seller, and FRANK R. WALTERS, JR. and GLORIA WALTERS, 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 Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 1, Township 29 North, Range 48 East, M. D. B. & M.,

containing 11.88 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

Clayton G. Ghyll  
His Attorney-in-Fact

APPROVED:

CALICO LAND &amp; CATTLE COMPANY

BY

Walter C. Cady  
RECORDED AT THE REQUEST OF  
AND  
RETURN TO

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

LESSOR

Frank R. Walters, Jr.  
FRANK R. WALTERS, JR.

Gloria Walters  
GLORIA WALTERS, His Wife

CONTRACT BUYER

CATTLEMEN'S TITLE GUARANTEE COMPANY, Trustee

BY

But K. Cady  
CONTRACT SELLER

BOOK 54 PAGE 181  
HOT SPRINGS POINT AREA

ON SEPTEMBER 16 1975  
before me, the undersigned, a Notary Public in and for said State, personally appeared  
FRANK R. WALTERS, JR. AND GLORIA WALTERS

known to me,  
to be the person S whose name S subscribed to the within instrument,  
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



Notary Public - State of Nevada  
CLARK COUNTY  
ROBERT J. BLAIR

MY COMMISSION EXPIRES DECEMBER 7, 1977

Notary Public in and for said State.

ACKNOWLEDGMENT—General—Notary Public Form 235—Rev. 3-64

STATE OF ~~NEVADA~~ NEVADA

COUNTY OF ~~CLARK~~ ELKO

ss.

ON FEB 17 1976  
before me, the undersigned, a Notary Public in and for said State, personally appeared  
WALTER B. ALDRICH, JR. Vice President of  
CALICO LAND & CATTLE COMPANY known to me 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.



AURORA BRAVO  
Notary Public - State of Nevada  
Elko County, Nevada  
My Commission Expires Jan. 18, 1979

Notary Public in and for said State.

ACKNOWLEDGMENT—General—Notary Public Form 235—Rev. 3-64

STATE OF ~~NEVADA~~ NEVADA

COUNTY OF ~~CLARK~~ ELKO

ss.

ON FEB 17 1976  
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 whose name is subscribed to the within instrument,  
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



AURORA BRAVO  
Notary Public - State of Nevada  
Elko County, Nevada  
My Commission Expires Jan. 18, 1979

Notary Public in and for said State.

ACKNOWLEDGMENT—General—Notary Public Form 235—Rev. 3-64

State of California  
City and County of San Francisco } ss.

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.



OFFICIAL SEAL  
CATHY S. TESTA  
Notary Public - CALIFORNIA  
CITY AND COUNTY OF  
SAN FRANCISCO  
My Commission Expires Oct. 15, 1979

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

RECORDED AT THE REQUEST OF Title Insurance & Trust Co.  
on March 22, 19 76, at 11 mins. past 10 A.M. In  
Book 54 of OFFICIAL RECORDS, page 181-183, RECORDS OF  
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder  
File No. 61014 Fee \$ 5.00