J. J. Hernack

OBIGINAL

Reform & Standardo I Company of Calfornia 61023

10/7/74 Sun Francisco, CA GEOTHERMAL RESOURCES LEASE (SHORT FORM)

THIS LEASE AGREEMENT (SHORT FORM) made and entered into this 27 day of The COMPANY FORM AND FO 19 by and between for Calico Land & Cattle Company, a corporation. WILLIAM J. HERNACKI and KAREN A. HERNACKI, His Wife, Contract Buyer,

WITNESSETH:

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

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

icres 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 at therein provided.

3. This Lease Agreement (Short Form) is made upon the terms, covening 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.

APPROVED:

LESSEE

KAREN A. HERNACKI, His Wife

CONTRACT BUYER

CALICO LAND & CATTLE COMPANY

BY Com 1- am

CATTLEMEN'S TITLE GUARANTEE

BOOK 54 PAGE 205 BEOWAWE AREA

STATE OF CALMERING ILLINOIS	
county of DU. Page	
	ON Riellien Memacl 9-27 1974
	before me, the undersigned, a Notary Public in and for said State, personally appeared william J. HERNACKI AND KAREN A. HERNACKI
	Lown to me.
	to be the person 2 whose name subscribed to the within lestrument.
	and acknowledged to me that I her executed the same.
Is. (SEA)	WITNESS my hand and official seal.
SEAL Affixed	(Robert Nais
	Notar/ Public in and for said State
Commissi	67 Silins 3-14-16
ACKNOWLEDGMENT—General—Welcotts Form 233—Ray. 3-64	
STATE OF CREENING NEVADA	
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[: [발발] : [: [: ] : [:	
	ON FEB 1.7 19 2C
	before me, the undersigned, a Notary Public in and for said State, personally appeared
	CALICO LAND & CATTLE COMPANY to the to be the
	person whose name 1s subscribed to the within Instrument
AURORA BRAVO	and acknowledged to me that <u>the</u> executed the same
Notary Public - State of Nevada Elko County, Nevada	WITHESS my laind and official seal.
My Commission Expires Jin. 18, 1979	
ACCINOTIFICACE NT. Construt - Malcotin Form 222 - Ser. 344	LUMBA BHAIR
COUNTY OF XISCARRICAN STATO	on FEB 17 19 6  before me, the undersigned a Notary Public is and for said State, personally appeared  BERT K. GURR, VICE-PRESIDENT of
	CATTLEMEN'S TITLE GUARANTEE COMPANY taken to me to be the
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AURORA BRAVO Notary Public - State of Nevada	WITNESS my band and official and
	WITNESS my band and official seet.
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Notary Public - State of Nevada Elko County, Nevada	WITHESS my hand and official seel.
Notary Public - State of Nevada Elko County, Nevada	WITHESS my head and official seel.  Author Brand Brand Betany Public in and for said State.
Notary Public - State of Nevada Etko County, Nevada My Commission Expires Jan. 18, 1979	WITHESS my band and official seal.  AUMANA BRAND  Retary Public in and for said State.
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State of California City and County of San Francisco  On  in and for said City and County and State known to me to be an Attorney in Fact of that executed the within instrument, an Corporation therein named, and he acknow	Return Bleans  Return Palic is and for said State.  Defore me, the undersigned, a Notary Public is, residing therein, duly commissioned and sworn, personally appeared Clair Ghylin STANDARD OIL COMPANY OF CALIFORNIA the Corporation described in and d also known to me to be the person who executed it on behalf of the said pledged to me that such Corporation executed the same.
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Notary Public - State of Nevada Elko County, Nevada My Commission Expires Jan. 16, 1979  MERCONTESCRIPT Search Potents for Elb-by. 344  State of California City and County of San Francisco  On  in and for said City and County and State known to me to be an Attorney in Fact of that executed the within instrument, an Corporation therein named, and he acknown in WITNESS WHEREOF, 1 he certificate above written:	below the said State.  In 1976  It is and for said State.

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ce March 22 1976 of 20 min part 10 A.M. In Book 54 of OFFICIAL RECORDS, page 205-207 RECORDS OF EUREKA COUNTY, NEVADA.
File No. 61023 WILLIS A. DePAOLI Recorder Foo \$ 5.00

BOOK 54 PAGE 207