

78989

10/7/74

GEOHERMAL RESOURCES LEASE (SHORT FORM)

THIS LEASE AGREEMENT (SHORT FORM) made and entered into this 15th day of December, 1974, by and between Kenneth E. Damm and Elaine Damm, his wife

hereinafter called "Lessor," and Chevron U.S.A. Inc., 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:

Township 31 North, Range 48 East, MDB&M

Section 21: S 1/2 NW 1/4 NW 1/4

containing 20 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

Chevron U.S.A. Inc.

By [Signature]

Its Attorney-in-fact

LESSOR

[Signature]
Kenneth E. Damm
Elaine Damm

OFFICIAL RECORDS
WASHOE COUNTY, NEV.
RECORD REQUESTED BY
TITLE INS. & TRUST CO.
FEB 19 1987
COUNTY RECORDER

BOOK 91 PAGE 556
ORIGINAL

ORIGINAL

FEB 19 1987
COUNTY RECORDER

02028

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

On February 11 1981, before me, the undersigned, a Notary Public in and for said City and County and State, residing therein, duly commissioned and sworn, personally appeared J.G. Turner, known to me to be an Attorney-in-Fact of CHEVRON U.S.A. INC., 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.



Mary Louise Mahoney
Notary Public in and for said City and
County of San Francisco, State of California

RES-1 (CD-10-77)
Printed in U.S.A.

TO 1950 CA (8-74)
(Witness - Individual)

STATE OF ~~CALIFORNIA~~ ALASKA }
COUNTY OF KODIAK } ss.

On JANUARY 15TH 1981, before me, the undersigned, a Notary Public, in and for said State, personally appeared KEVIN M. DANIEL & FLAINE DANIEL, known to me to be the person whose names is subscribed to the within instrument, as a Witness thereto, who being by me duly sworn, deposes and says: That I resides in KODIAK ALASKA

and that I was present and saw KEVIN M. DANIEL & FLAINE DANIEL, personally known to ME to be the same persons described in and whose names subscribed to the within and annexed instrument execute the same; and they acknowledged to said affiant that they executed the same; and that affiant subscribed HER name thereto as a Witness to said execution.

WITNESS my hand and official seal.

Signature Carolyn Turak



(This area for official notarial seal)

RECORDED AT REQUEST OF
TITLE INSURANCE & TRUST CO.
BOOK 91 PAGE 556

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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPAOLI-RECORDER
FILE NO. 78989
FEE \$ 4.00

BOOK 91 PAGE 557