

Bart Cerutti

to

Lominic Cerutti,  
 Louis Barbajolota, and  
 Peter Suffiotta.

Dease.

This Indenture made and entered into on the third day of June, a. d. 1912 by and between Bart Cerutti of the County of Eureka and State of Nevada, party of the first part, and Lominic Cerutti, Louis Barbajolota and Peter Suffiotta, of the said County of Eureka and State of Nevada, parties of the second part, witnesseth:

That the said party of the first part for and in consideration of <sup>the</sup> rental hereinafter named to be paid, and the covenants and agreements to be kept and performed by the said parties of the second part, has granted, demised, and to farm let, and by these presents does grant, demise and to farm let unto the said parties of the second part, their respective executors and administrators, all and each of those several pieces, parcels and tracts of land situated in said County of Eureka and State of Nevada, more particularly described as follows, to wit:

The Allison ranch situated on the west side of Antelope Valley, about thirty miles southwest from the Town of Eureka in said County of Eureka, and consisting of about three hundred acres, more or less; and, also, the branding iron J (J); also, all cattle branded J (J) on the left hip, and marked with split right ear; also, all horses and mules branded J (J) on left hip; also, all hogs and poultry on or connected with said ranch; also, all mules belonging

to said ranch: also, all crops of every kind and nature for the year 1912 raised and harvested or being on said ranch: also, all wagons, harness, fences, ranch utensils, furniture corals, stables, houses, improvements, water, water rights, dams, ditches and springs owned by the party of the first part and connected with and appurtenant to the aforesaid premises:

To have and to hold the above described premises and property so leased and demised for and during the term of five years, beginning at noon on the third day of June a. d. 1912 and expiring at noon on the third day of June a. d. 1917. Together with all the tenements, incidents and appurtenances thereunto appertaining unto the said parties of the second part, their respective heirs, executors and administrators, to their proper use and benefit for and during the term aforesaid:

Reserving, however, therefrom, for the use and benefit of the party of the first part, two milk cows, two saddle horses and saddle until and including the third day of June 1913. and also one hog for disposal:

In consideration whereof, the said party of the second part for themselves and their respective heirs, executors and administrators hereby covenant and agree to and with the party of the first part to the party of the first part on or before the first day of October of each year of said term of five years commencing with the year <sup>a. d.</sup> 1912, as rental for said premises the full sum of fifteen hundred dollars, in lawful money of the United States of America; and, in addition thereto shall pay the sum of \$7.50 per year more for range rent in the Forest Reserve; and, further shall work the property and premises aforesaid in ranch like manner, and at their expense, till, cultivate, and irrigate the lands and conserve the crop-growing capacity thereof; do and perform all acts necessary to retain, prove up, and secure the water, water rights and contracts, concerning land or water, connected with said ranch: repair and keep in repair,



replace or rebuild, if necessary, the buildings, improvements, corrals, ditches, springs, dams, ranch utensils, wagons, and the other property herein leased, and, so conduct and work said premises and property, at all times prior to the termination of this lease, that the same shall be as complete, in as good repair and condition as the same are at the date hereof, reasonable wear and tear excepted; and further, at the expiration of this lease for any cause or at any time, to re-deliver to the party of the first part peaceable possession of the aforescribed premises and property, a like number of the age, value, sex and average weight of cattle, horses, mules and poultry as are received by them under the terms of this lease:

It is mutually agreed that the title of the aforescribed property and premises shall remain in the party of the first part, but, permission to sell horses, cattle, mules, dogs and poultry is hereby given to the said parties of the second part with the restriction in quantities as shall be consistent with the proper management, growth, development, maintenance, and preservation of said ranch, herds of horses, mules, cattle and dogs and flocks of poultry; and further that the said party of the first part shall pay the taxes upon said premises and shall have at all ~~times~~ reasonable times the right of inspecting said property and premises but without interfering with the management thereof; and, further, that permission to sublet or sublease the said property and premises is hereby forbidden and denied; and, further, that each and every provision hereof is and shall be of the essence of this lease, and, no part hereof shall be deemed waived unless such waiver shall be in writing signed by the parties of the first part; and in the event of a breach of any of the terms, conditions or provisions hereof by the parties of the second part, then the said party of the first part shall be entitled to have the possession of said premises and property, and the increment

thereof, except so much of the crops, stubs, horses and cattle as may be disposed of as herein provided: and thereafter, the said party of the first part may elect to rescind this lease, and this lease shall be forthwith rescinded; and in this event, the said party of the first part may rely upon any action or causes of action for damages to him accruing by reason of any breach thereof by the parties of the second part: and further, that a schedule description of all of the horses, mules, cattle, hogs and poultry hereby delivered to the parties of the second part is hereto annexed as a part hereof and marked Exhibit A: and the said schedule shall be signed by all of the parties hereto, and when so signed, shall be final and conclusive of the number, age, weight and value of the horses, mules, cattle, hogs and poultry by the said parties of the second part received hereunder, and shall be final and conclusive of the number, age, weight and value of the horses, mules, cattle, hogs and poultry to be returned, upon the expiration hereof, by the parties of the second part to the party of the first part.

In witness whereof the respective parties hereto have hereunto set their hands and seals in quadruplicate.

B. Carutti (Seal)

Party of the first part.

A. Carutti (Seal)

Luigi Carozzetta (Seal)

Luigi Suffiotta (Seal)

Parties of the second part.

State of Nevada }  
County of Esmeralda } ss

On this 3rd day of October, A. D. 1912, personally appeared before me, J. Mc Charles, County Clerk, and ex-officio Clerk of the Third Judicial District Court of Nevada, in and for said County, Bart Carutti, known to me to be the person described in and who executed the annexed instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand officially and affixed the seal of the said District Court, the day and year in

this certificate first above written.

Seal  
District  
Court, } J. M. Sparks, County Clerk  
and ex-officio clerk of the  
said Third Judicial District  
Court, Escambia County.

Provided at the request of Lemmie Coruth  
Oct. 4. a. d. 1912 at 50 min past 9. A.M.

Edgar Eather, Recorder

File 9732