

Bart Cerutti

Charles Allison, and } Dease.
Louis Barbagelata

This indenture made and entered into on the fifteenth day of April A.D. 1913, by and between Bart Cerutti of the County of Eureka and State of Nevada, the party of the first part, and Charles Allison & Louis Barbagelata, 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 the 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 three several pieces, parcels and tracts of land situated, i.e. said, County of Eureka and said State of Nevada, 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. also 317 head of cattle
 branded J on the left hip and marked with
 split right Ear; (The party of the first reserves
 all the horses and mules belonging to him, or
 on the said allison ranch at this writing.)
 The party the first leases also, three hogs, and
 three dozen poultry or chickens now on said
 ranch, also, all crops of every kind and nature
 raised and harvested or being on said ranch
 for the year 1913, also, all wagons, harness, excepting
 one wagon and one double set of harness, which
 the party of the first part reserves from this
 lease, the party of the first part, also, leases, all
 fences, ranch utensils, furniture, corrals, 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 fifteenth day of April A.D. 1913,
 and expiring at noon on the fifteenth day of
 April A.D. 1918, together with all the tenements
 hereditaments 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, two milk cows.
 In consideration whereof, the said parties 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 pay 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 A.D. 1913, as rental for said premises
 the sum of Thirteen hundred dollars, in lawful
 money of the United States of America; and in
 addition thereto shall pay \$7.50 per year thereof
 for range rent in the first 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 excepted; and further, at the expiration of this lease for any cause or action at any time, to redeliver to the party of the first part peaceable possession of the aforesaid premises and property, alike number of the age, value, sex and average weight of cattle, hogs, and poultry as are received by them under the terms of this lease:

It is mutually agreed that the title of the aforesaid property shall remain in the party of the first part, but permission to sell cattle, hogs 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 cattle, hogs and poultry: And further that the said party of the first part shall pay the taxes upon said premises and shall have at all reasonable times the right of inspecting said premises and property 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 thereof shall be deemed waived unless such waiver shall be in writing signed by the party 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, stock 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 must be forthwith rescinded, and in

this event, the said party of the first part may rely upon any action or cause of action for damages to him accruing by any breach thereof by the parties of the second part.

It is hereby understood that all cattle that are not blapped, are held in reserve by the party of the first part, and further, that the \$27.50 referred to in this lease is intended as half the rental of the forest reserve, as both parties hereto agree to pay half and half of said rental alike.

and it is further agreed, that in case the parties of the second part, breaks in any new ground in connection with said allison ranch, in that event, the party of the first part, promises and agrees to furnish sufficient seed to cultivate the same.

In witness whereof the respective parties hereto have hereto set their hands and seals the day and year first above written.

B. Carutti (Seal)

Party of the first part.

Charlie Allison (Seal)

Doris Barbagelota, (Seal)

State of Nevada } ss
County of Esmeralda }

On this 24th day of May, A. D. 1913, 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, B. Carutti, Charlie Allison, and Doris Barbagelota 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 hereto set my hand officially and affixed the seal of the said District Court, the day and year in this Certificate first above written.

J. Mc Charles, County Clerk
and ex-officio Clerk of the said Third Judicial District Court, Esmeralda County.

Recorded at the request of Allison & Barbagelota
Nov. 18 A. D. 1913 at 4 minutes past 5 P. M.

Edgar Enthe

Recorder