

--File No. 12207--

Peter Carletti)
 to) LEASE AND AGREEMENT.
 Eureka Land & Stock Co.,)

This agreement made and entered into this 28th. day of March A.D. 1918, by and between Peter Carletti, of Alpha, County of Eureka, State of Nevada, the party of the first part, and the Eureka Land & Stock Company, a corporation organized and existing under and by virtue of the laws of the state of Nevada, the party of the second part, WITNESSETH:

That the said party of the first part, in consideration of the covenants and rents hereinafter mentioned, does hereby demise, lease and let unto the said second party, and the said second party does hereby hire and take from the said first party, the following described premises and water-rights situated in the County of Eureka, State of Nevada, to-wit:

The right to use the waters of and from Vanini Creek and Henderson Creek, and from any of the the tributaries of either of said Creeks, for stock-watering purposes. Said creeks being tributaries of Garden Valley Creek, and located at a distance of about 45 miles in a Northerly direction from the town of Eureka. And said second party to have the right to water any of its live stock at any point on said creeks and tributaries, or either thereof, where the same flow through public lands, or lands belonging to said second party, in the same manner and to the same extent as the said waters have heretofore been used by said second party and its predecessors in interest.

To have and to hold, the above rented premises and water-rights unto the said lessee, its successors and assigns, for and during the full term of five years from the date here-of and until the 28th. day of March, 1923.

And the said second party agrees with and to the said first party to pay as rent for the said premises and rights the sum of Five Dollars, lawful money of the United States, to be paid as follows: One Dollar in advance, and one dollar on the 28th. day of March of each and every year of this lease.

And it is further agreed by and between the parties hereto as follows: That should the said second party fail to make any of the above mentioned payments, at the times and in the manner specified, or fail to fulfill any of the covenants herein specified, then and in that event the said premises and rights shall immediately revert to said first party, and it shall be lawful for said first party to re-enter and take possession of the same. And it is expressly agreed and understood that said second party shall make no alteration, changes, or improvements upon the said creeks and tributaries, or either thereof, nor divert said waters for any other purposes than herein specified, nor in any manner other than heretofore done by said second party.

And further that said second party will, at the expiration of the time herein recited, quietly yield and surrender the aforesaid premises and water-rights to the said first party, his heirs or assigns, in as good condition and repair as when it took them, reasonable wear and tear and damage by the elements excepted.

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

Pete Carletti.

Party of the first part.

EUREKA LAND & STOCK COMPANY.

By Isadore Sara. President.

STATE OF NEVADA)
 : ss.
 COUNTY OF EUREKA)

On this 29th. day of March A.D. 1918. personally appeared before me, N.P. Morgan, a Notary Public in and for the Said Eureka County, Peter Carletti, known to me to be the person described in and who executed the foregoing instrument who acknowledged to me that he executed the same freely and voluntarily and for the purposes therein mentioned.

(Notary Public Seal)

N.P. Morgan-Notary Public.

Recorded at the request of N.P. Morgan April 3 A.D. 1918 at 15 minutes past 4 P.M.

Edgar Eather-Recorder.