

J.A. Bailey.

to

Eureka Land & Stock Company

LEASE AND AGREEMENT.

This agreement made and entered into this 1st. day of April A.D. 1918, by and between J.A. B Bailey, of Willow Creek, County of Eureka, State of Nevada, the party of the first part, and the Eureka Land & Stock Company, a corporation organized and existing under the 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 Willow Creek and from any of the tributaries of said Creek for stock-watering purposes. Said creek being located at a distance of about 44 miles in a westerly direction from Alpha Station, and said second party to have the right to water any of its live stock at any point on said creek and tributaries thereof; 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 hereof and until the 1st. day of April 1918.

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 first day of April 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 in that event the said premises and rights shall immediately revert to said first party and it shall be lawful for the 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 creek or tributaries 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.

J.A. Bailey (SEAL)

Eureka Land & Stock Company,

By A.E. Kimball - Secy.

Witness--D.D. OGILVIE.

Recorded at the request of N.P. Morgan April 3, 1918 at 16 Minutes past 4.P.M. Edgar Eather- Recorder.