

File No. 15201.

Viola P. Burnett,
Lessor,)
to)
Charles M. Fickert,
Lessee.)

LEASE.

Dated: November 29, 1922.

LEASE.

THIS INDENTURE, made the 29th day of November, 1922, between VIOLA P. BURNETT, of the City and County of San Francisco, State of California, party of the first part, LESSOR, and CHARLES M. FICKERT, of the same place, LESSEE, WITNESSETH:

That the said party of the first part, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained on the part and behalf of the said party of the second part, his heirs, administrators and assigns; to be paid, kept and performed, has granted, demised and let, and by these presents does GRANT, DEMISE and LET unto the said party of the second part, his heirs, administrators and assigns, all those certain parcels of land, situated in the Counties of Elko, Eureka and Lander, in the State of Nevada, and more particularly described as follows, to-wit:

The north half of Section one (1); and all of Section two (2); all in township thirty-two (32) north, range forty-seven (47) east, M.D.B. & M.

The southwest quarter of the southeast quarter and the southeast quarter of the southwest quarter of Section twenty-three (23); all of Sections twenty-four (24) and twenty-five (25); the east half of the southwest quarter, the southeast quarter and the north half of Section twenty-six (26); the east half of the northwest quarter, the northeast quarter and the south half of Section thirty-five (35); and all of Section thirty-six (36); all in township thirty-three (33) north, range forty-seven (47) east, M.D.B. & M.

The west half and the northwest quarter of the northeast quarter of Section Nineteen (19) in township thirty-three (33) north, range forty-eight east, M.D.B. & M.

The southwest quarter of Section twenty-four (24) in township thirty-three (33) north, range fifty-two (52) east, M.D.B. & M.

All of Sections one (1), eleven (11), thirteen (13) and twenty-three (23); the northeast quarter of the southwest quarter, the west half of the southwest quarter and the north half of Section thirty-three (33); all in township thirty-four (34) north, range forty-eight (48) east, M.D.B. & M.

The north half of the northeast quarter, the southwest quarter of the northeast quarter, the southeast quarter of the northwest quarter, the southwest quarter and the south half of the southeast quarter of Section two (2); the northwest quarter of the northwest quarter, the south half of the northwest quarter, the southwest quarter of the northeast quarter, the north half of the southeast quarter and the southeast quarter of the southeast quarter of Section four (4); all of Section five (5); the north half, the southeast quarter, the north half of the southwest quarter and the southeast quarter of the southwest quarter of Section six (6); all of Section seven (7); the west half of the northwest quarter and the northeast quarter of the northwest quarter of Section eight (8); the northeast quarter and the north half of the northwest quarter of Section ten (10); the north half of the northwest quarter and the northeast quarter of the southwest quarter of Section twelve (12); all of Section seventeen (17); the west half of the northwest quarter and the southwest quarter of Section eighteen (18); all of Section nineteen (19); the southeast quarter of the northwest quarter of section twenty-four (24); the southeast quarter of the southwest quarter of Section twenty-six (26); the north half of the northeast quarter, the southwest quarter of the northeast quarter, and the east half of the northwest quarter of Section twenty-eight (28); all of Section twenty-nine (29); the northwest quarter, the north half of the

southwest quarter and the southwest quarter of the southwest quarter of Section thirty (30); all of Section thirty-one (31); the north half of the north half of Section thirty-two (32); and the northwest quarter of the northwest quarter of Section thirty-four (34); all in township thirty-five (35) north, range fifty-two (52) east, M.D.B. & M.

The west half of the northwest quarter of Section six (6); and the southwest quarter of the northwest quarter of Section eighteen (18); all in township thirty-five (35) north, range fifty-three (53) east, M.D.B. & M.

The south half of the southwest quarter of Section two (2); the north half of the northeast quarter, the southeast quarter of the northeast quarter and the north half of the southeast quarter of Section ten (10); and all of Sections eleven (11), twelve (12), thirteen (13), fourteen (14), twenty-four (24), twenty-five (25) and thirty-six (36); all in township thirty-six (36) north, range fifty-one (51) east, M.D.B. & M.

for twenty-five (25) years continuously from and immediately after the 30th day of November, 1922.

TO HAVE AND TO HOLD said demised premises unto the party of the second part, his heirs, executors and administrators, for his and their sole and proper use and benefit, for and during the term aforesaid, together with all the tenements and hereditaments thereunto pertaining, and all farming utensils of every name and nature now being in and upon the same, belonging to the said party of the first part, and excepting therefrom all live stock of every kind and character on said premises:

(1) In consideration whereof, the said party of the second part hereby covenants and agrees to and with the said party of the first part that he will occupy the premises above mentioned, and will cultivate the same during said term aforesaid in a farmerlike manner, and according to the usual course of farming practised in the neighborhood; that he will not commit any waste or damage, or suffer any to be done upon said premises; that he will, at his own cost and expense, keep the fences, ditches, head-gates, buildings and other structures on said premises, including bridges, in good repair, reasonable wear thereof, and damages by the elements excepted.

(2) It is expressly provided hereunder, and agreed by the parties hereto, that the said first party shall and may, each year during said lease hold, be allowed free and ready access to said premises, to cultivate, irrigate, cut and remove all hay grown upon said premises upon land which has customarily during five years next preceding the date hereof been made use of for the raising of hay on said premises, and that said hay shall be at all times the property of the said first part, and shall not at any time be encumbered or appropriated by the said second party; provided, furthermore, that the said second party may, at his option, have such portion of said hay as he shall elect and require of said first part, at the then prevailing market prices in the market nearest said premises. In the event that the second party desires to exercise such option, he shall notify the first party in writing on or before September 15th of each year of the amount of such hay he shall require, and shall have said hay in the condition it may then be in, free from warranty or representation as to quality on the party of vendor.

(3). Second party shall pay as rental hereunder all Federal, State, County and other taxes upon said premises.

(4) It is furthermore mutually agreed that the said second party shall not sublet, assign or otherwise dispose of this lease, or any interest in any of the property or lands affected thereby, except by and with the consent of the first party first obtained and had in writing.

(5) The first party reserves the right to pasture, at any and all times on said premises, not to exceed 120 head of horses, without liability upon the lessee to provide any hay or feed; said pasturage to be taken as it is.

(6) The second party agrees to keep said premises at all times free from mechanic's and material men's liens, and to make payment of taxes, so that there shall be no penalties or forfeiture for taxes, and to take any and all proper and reasonable necessary steps to provide against the destruction of ditches, buildings, structures, fences, head-gates, and bridges, by the elements, provided, however, that this shall not be construed to be an insurance against damage or destruction where same follows without neglect of second party.

(7) It is furthermore agreed that the first party shall and may have the reasonable use of farming utensils, machinery, on said premises, having due consideration for the needs and requirements of the second party in the use thereof, but that said first party shall not be required to keep said utensils in repair, except to repair such utensils and machinery as he may put out of repair in the use thereof.

(8) It is mutually agreed and understood that this lease is given and made subject to a certain lease, dated the 30th day of November, 1922, between Viola P. Burnett, party of the first part, and Mary D. Flood, party of the second part.

(9) The second party hereby expressly reserves the right, and it is agreed herein and hereby that he shall hereunder have the right to terminate this lease at any time upon thirty (30) days previous notice to the lessor.

(10) It is furthermore agreed that the second party, in purchasing hay, will first fill all his requirements for the same upon said ranch, at a price to be determined as above stated, by making such purchases from the first party insofar as adequate supply is available from that source, and thereafter second party may go into the open market to purchase such additional hay as he may need to fill his requirements on said premises.

IN WITNESS WHEREOF, the respective parties have hereunto caused their respective hands and seals to be set the day and year first above written.

Viola P. Burnett (SEAL)
Party of the first part,
LESSOR

C.M. Fickert
Party of the second Part
LESSEE

STATE OF CALIFORNIA,)
City and County of San Francisco.) ss.

On this 22nd day of December in the year One Thousand Nine Hundred and twenty-two before me, KATHYRN E. STONE, a Notary Public in and for the said City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared Viola P. Burnett known to me to be the person whose name is subscribed to the within instrument, and she duly acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the said City and County of San Francisco, the day and year in this certificate first above written.

(Notarial Seal)
My commission expires March 1, 1925.

Kathyrn E. Stone
Notary Public in and for the City and County of
San Francisco, State of California.

Recorded at the Request of W.W.Burnett Dec. 26, A.D. 1922 At 20 minutes past 9 A.M.

Edgar Eather--Recorder.

By Peter Merialdo--Deputy.