

Frank J. Winzell, Kate Cockrill, }  
 to } Lease.  
 Charles Damele. }

File No. 22423.

LEASE

THIS LEASE, made on the 1st day of January, A.D. 1936, between FRANK J. WINZELL, of Mountain Ranch, Calaveras County, California, and KATE COCKRILL, of San Andreas, Calaveras County, California, Lessors, and CHARLES DAMELE, of Tonkin, Eureka County, Nevada, Lessee.

WITNESSETH:

THAT the Lessors, for and in consideration of the rents, covenants and agreements herein-after mentioned, reserved and contained, on the part and on behalf of the Lessee to be paid, kept and performed, do by these presents grant, demise and let unto the said Lessee all that certain real and personal property described and enumerated as follows, to-wit:

ALL of that certain ranch land and premises known as and called the "J.D. Ranch", situated near Alpha Station in the County of Eureka, State of Nevada, together with all the appurtenances thereunto belonging or appertaining, and all the water, water rights, dams and ditches used in the irrigation of said ranch property or otherwise, and all other water rights situated in the County of Eureka, State of Nevada, which are owned or possessed by the said Lessors, which said "J.D. Ranch", includes approximately 3700 acres of land, more or less:

RESERVING AND EXCEPTING, however, the right to sell the water of Pete Hanson Creek to Steven Damele at the option of said Lessors.

ALSO the following described personal property, to-wit: 3 mowers, 2 sulky rakes, 2 Buck Rakes, 2 Derricks, 1 Hay Net, Complete, 2 Farm Wagons, 1 Light Wagon, 6 Sets of Double Harness, 24 Collars, 1 Saddle, 2 Breaking Plows, 1 Scraper, Sundry Blacksmith Tools, and all other farming implements which are owned by the said Lessors and which may be now located upon said ranch property; ALSO, 3 head of work horses.

TO HAVE AND TO HOLD the said premises, with the appurtenances from the 1st day of January, 1936, for and during the full term of five (5) years thence next ensuing, or less at the option of Lessee, yielding and paying therefore unto the said Lessors yearly and every year during said term, the yearly rental or sum of Nine Hundred and Fifty dollars (\$950.00), in Lawful Money of the United States of America, payable as follows:

Four Hundred and Seventy-Five (\$475.00) Dollars, on or before the 1st day of January of each and every year during the term of this lease, the receipt of the first half year's rent of \$475.00 being hereby acknowledged, and Four Hundred and seventy-five (\$475.00) for the second half year's rent on or before the 31st day of December of each and every year during the term of this lease, and so in proportion for any time less than a year in the event this lease shall be terminated under the provisions hereof. Also paying as rent all taxes which will be levied against the real and personal property herein mentioned which shall become due during the time the leased premises and property is held by the said Lessee under the terms of this lease, said taxes to be paid to the Lessors in full on the 31st day of December of each and every year.

Lessee also agrees to purchase alfalfa seed in the amount of at least fifty dollars (\$50.00) in value each year during the term of this lease and to plant the same upon said premises.

Provided, always, nevertheless, that if the rent above reserved, or any part thereof, shall be in arrear or unpaid on any day of payment whereon the same ought to be paid as aforesaid, or if default shall be made in any of the covenants herein contained, on the part or behalf of the said Lessee to be paid, kept or performed, then and from thenceforth it shall and may be lawful for the said Lessors to enter into and upon the said premises, and every part thereof, wholly to re-enter, and the same to have again, repossess and enjoy as in their first

and former state, anything hereinabove contained to the contrary in anywise notwithstanding. And said Lessee does hereby covenant and agree to and with the said Lessors that the said Lessee shall and will yearly, and every year, during said term, well and truly pay, or cause to be paid, unto the said Lessors, the said rent, on the days and in the manner prescribed as aforesaid for the payment thereof without any deduction fraud or delay, according to the true intent and meaning of these presents; the Lessee agrees that he will not assign this lease, nor permit any other persons to improve the demised premises, or make or suffer to be made any alterations therein, but with the Lessor's consent in writing having been first obtained; It is further agreed, however, that Lessee is hereby given the permission and right to sublease any range or pasture lands, he may consider necessary during the term of this lease; and on the last day of said term, or sooner determination of the estate hereby granted, the said Lessee shall and will, peaceably and quietly, leave, surrender and yield up unto said Lessors the said premises, in as good state and condition as the same are now or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Provided, that in the event all the livestock herein leased cannot be returned, then and in that event other livestock may be returned in their stead, the same to be of equal value to the livestock herein leased.

COVENANT FOR QUIET ENJOYMENT: And the said lessors for themselves, their heirs, executors, administrators and assigns, do covenant, promise, and agree to and with the said Lessee, his heirs, executors, administrators and assigns, that is, the said Lessee, his heirs, executors, administrators and assigns, paying the rent above hereby reserved, and observing, performing and keeping all and singular the covenants, clauses, articles and agreements herein contained on his or their part to be observed, fulfilled, and kept, according to the true intent and meaning of these presents, shall and may lawfully, peacefully, and quietly have, hold, use, occupy, possess and enjoy said premises hereby leased, with the appurtenances, and every part and parcel thereof, without and let, suit, suit, hindrance, eviction, ejection, molestation or interruption whatsoever of or by the said lessor, or their heirs, executors, administrators or assigns, or of or by any other person or persons whatsoever lawfully claiming or to claim by, from, or under them or any or either of them during the term of this said lease.

It is hereby agreed, by and between all the parties to these presents that in case the said lessee, his heirs, executors, or administrators, shall be minded to quit the said leased premises at any time during the term granted, and shall give 30 days notice to that effect to the said lessor, then this lease, and the term hereby granted, shall cease, determined, and be utterly void, anything herein contained to the contrary thereof in any wise notwithstanding.

Lessors hereby grant Lessee the option to purchase the hereinabove described property for the price of Twenty-Seven thousand (\$27,000.00) dollars, current Lawful Money of the United States, or the sum of Twenty-One thousand (\$21,000.00) dollars should the above mentioned, reserved water right be sold in the meantime. Provided, however, said option is exercised on or before the expiration of this lease.

It is further agreed that at the expiration of this lease, Lessee shall return to Lessors twenty-nine (29) tons of hay, or shall purchase same at the market price of hay at that time.

It is also further agreed that all of the provisions of this lease shall extend to and include the heirs and assigns of the Lessors, and the executors, administrators and assigns of the Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the 28th day of January, A.D. 1938.

Kate Cockrill (SEAL)

F.J. Winzell (SEAL)

(LESSORS)

Charles Damele (SEAL)

(LESSEE)

Recorded at the request of Steve Damele May 2, A.D. 1938 At 0 minutes past 3 P.M.

Peter Merialdo---Recorder.

File No.22438.

WHITE FAWN MILL AND ELEVATOR CO.

Manufacturers of  
White Fawn Flour

Salt Lake City, Utah

March 2nd 1938.

TO WHOM IT MAY CONCERN:

This is to certify that W.G.Simpson is our legal representative and is given the right to enter upon our property at Goldville to examine, take inventory and otherwise. Mining claims known as the Lynn Big Six.

We also grant him the privilege of taking Lease on the property after examination if he so desires, upon terms similar to previously given to others and in line with vergal conservation.

Respectfully,

Beaver Crown Consolidated Mining Co.

R.M.Holt

By R.M. Holt Sec. & Manager.

Recorded at the request of W.C. Simpson May 21 A.D. 1938 At 40 minutes past 11 A.M.

Peter Merialdo---Recorder.