

Angelo C. Florio, }
 }
 to }
 }
James Ithurralde. }

Lease.

THIS AGREEMENT, and LEASE, made this 22 day of March, 1945, by and between Angelo C. Florio of Eureka, Nevada, the lessor, and James Ithurralde of Eureka County, Nevada, the lessee,

W I T N E S S E T H :

That the said lessor, for and in consideration of the sum of Ten dollars, cash in hand paid to the said lessor by the said lessee, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter contained and reserved, on the part and behalf of the said lessee to be paid, kept, and performed, does by these presents grant, demise, lease and let unto the said lessee the following described real and personal property, described as follows, to wit; Seepage Spring Creek with troughs and pipe line on lower Seepage Creek; Summit spring No.1, and Summit spring No.2, with troughs; Baby Alice spring; Leonard spring No.1, and Leonard spring No.2, together with troughs, and cellar with iron doors, and corrals; Gibillini Spring No.1, and Gibillini Spring No.2; Affranchino spring, together with cabin; Seaberry spring; with trough and camp outfit located at spring, and corrals; Reservoirs spring and creek; Secret Canyon Spring (Also known as Murray Spring), together with all of the improvements located at each of said springs, for stockwatering purposes, and together with the right to graze not more than 1400 head of sheep together with their lambs, provided, however, that if the said lessee shall graze more than 1400 head of sheep and their lambs, then in that event the lessee shall pay to the said lessor as a further consideration for this lease, the sum of 75¢ per head for each of the number in excess of 1400 head of sheep and lambs, and provided further, that the said lessee shall not graze, or permit to be grazed on said leased premises any sheep other than his own sheep without first having obtained in

writing a permit from the said lessor so to do, and in the event such permit shall be given, the said lessee shall pay to the said lessor the sum of 75¢ per head for each head of such sheep so grazed on said premises, or any part thereof. Provided, however, the limits of the grazing lands hereby leased is limited to the following described grazing lands generally; Commencing at a point on a straight line midway between Secret Canyon Springs and a point one half mile due north of the proposed Fish Creek well No.4 of Bartholomae Corporation, thence east to the range boundary line dividing the range between the lessor herein and the Schaefer sheep Company, thence northerly along said Schaefer range boundary line to a point near the Pinto Summit where the water all sheds into Eureka Canyon, thence along the highest points marking the water shed into Eureka Canyon northerly to a point near China Canyon, thence down to the Lincoln Highway, thence up Diamond Canyon so as to include all of the grazing lands lying south of the Eureka-Diamond public road to the top of Prospect Mountain, thence along the top of Prospect Mountain southerly to the point of beginning, all of the grazing lands within the above-mentioned lines are hereby leased to the said lessee. Provided, however, the lessor reserves the right to water sheep, or cattle in an number at the Secret Canyon Spring (Also known as Murray Spring) hereinabove mentioned, and provided further, that the said lessee does hereby specifically agree to respect the grazing rights of neighboring graziers on all sides, to the end that no difficulty shall arise as between the various graziers on the public domain, and specifically respect the rights of the Schaefer Sheep Company grazing boundary lines, and to respect the boundary lines of the Bartholomae Corporation where the lines may come close together, and in that respect the said lessee is referred to that certain deed executed by the lessor to Bartholomae Oil Corporation for a full description of the boundary line between the lessor herein and the said Bartholomae Oil Corporation, which said deed is dated January 16, 1943.

There is specifically reserved from this lease all water, water rights, dams, ditches, reservoirs, pipe lines, and generally improvements of all kinds which may, or does, form a part of the water works known as the EUREKA WATER WORKS, which supplies water to the town of Eureka, Nevada, for domestic use, and for other purposes; Also the RUBY HILL WATER WORKS, which are public utilities works. There is also reserved from this lease the right to graze cattle or horses, owned by the lessor, in any number in and upon any and all of the grazing lands hereinabove mentioned without the payment of any rent or any other charge for said grazing, and to water said cattle and horses at any and all of the springs hereinabove mentioned without the payment of any rent or other charge to the said lessee.

To have and to hold the said premises, with the appurtenances, unto the said lessee from the 22 day of March, 1945, to and including the 31 day of December, 1945, and fully to be completed and ended on December 31, 1945; yielding and paying therefor unto the said lessor the sum of \$1200.00, payable \$600.00 cash on the execution of this lease, and the remainder, \$600.00 on or before September 1, 1945, with interest at the rate of 6% from date hereof until paid.

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 and behalf of the said lessee to be paid, kept, and performed, then and from thenceforth it shall and be lawful for the said lessor into and upon said premises, and every part thereof, wholly to re-enter and the same to have again, and enjoy as in his or their first and former state, anything hereinabove to the contrary notwithstanding. Nor assign this lease, nor permit any other person to improve the demised premises, or make or suffer to be made any alterations therein but with the approbation of the lessor's consent in writing first had and obtained; and that on the last day of said term, or any sooner determination of the estate hereby demised, the said lessee shall and will, peaceable and quietly, leave, surrender, and yield up unto the said lessor

the said premises, is as good state and condition as the same are now or may be put into, wear and tear, and damage by the elements excepted. And the lessor does hereby reserve the right to enter upon any part of the leased premises at any time for the purpose of examining the condition being maintained of any part or all of said property.

It is further agreed that all of the terms and conditions of this lease shall extend to and bind the heirs and assigns of the lessor, and the executors, administrators, and assigns of the lessee.

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

A. C. Florio Lessor

James Ithurralde Lessee.

State of Nevada

ss

County of Eureka

On this 26 day of March, 1945, personally appeared before me, W.R. Reynolds, a notary Public in and for the county of Eureka, James Ithurralde, known to me to be the person described in and who executed the foregoing instrument, and 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 hereunto set my hand and affixed my official seal at my office the day and year in this certificate first above written.

(Notarial Seal)

W. R. Reynolds
Notary Public.

Recorded at the request of A. C. Florio April 24 A.D. 1945 At 45 minutes past 10 A.M.

Peter Merialdo ---- Recorder.