

A. C. Florio,)
)
to) Agreement.
)
James Ithuralde.)

This agreement made this 1 day of February, 1946 by and between A.C.Florio of Eureka, Nevada, the lessor, and James Ithuralde of Eureka, Nevada, the lessee,

WITNESSETH:

That the lessor, for and in consideration of the sum of \$10.00 and other cash considerations, currentlawful money of the United States to him in hand paid by the said lessee, the receipt whereof is hereby acknowledged, does by these presents give, let, and grant unto the said lessee a lease upon the following described premises, to wit: all those water and water right to wit: Summit Spring No.1, Summit Spring No.2, Baby Alice Spring, Leonard Spring No.1, Leonard Spring No.2, Gibellini Spring No.1, Gibellini Spring No.2, Gibellini Spring No.3, Affranchino Spring, Reservoir Spring (south and east of road to Prospect), and Seepage Spring in China Canyon, together with the right to use the water troughs and all other facilities at each and all of said springs for stockwatering purposes; but does not in any manner whatsoever include water, facilities, or range owned by the Ruby Hill Water Works or the Eureka Water Works, nor shall the lessee have use of any water other than that draining into Eureka Canyon. The lessee will respect the water and range rights of the Schaefer Sheep Co., Newark Land and Stock Co., and James Hunter and Sons, nor shall said lessee trespass on any range north or north-west of the Eureka to Prospect Road.

It is agreed that the term of this lease shall commence February 1st, 1946, and end and be completed December 1st, 1946. It is further agreed that this lease is not assignable by the lessee.

The lessor expressly reserves the right to graze his own cattle in any number at any and all times during the term of this lease and without charge, upon any and all parts of the grazing lands hereby let, and to use the water for stockwatering purposes at any and all times during the term of this lease.

It is agreed that the number of sheep which the lessee may graze upon the lands let is limited to 2,000 head of sheep, exclusive of the annual lamb crop.

It is further agreed that the lessee will not sublet any part of the grazing lands or water rights hereby let.

In witness whereof the said lessor and lessee have hereunto set their hands the 1st day of February, 1946.

Witnesses to signatures:

Bertrand Arambel
Pete Etcheverry

A.C. Florio

James Ithurralde

Recorded at the request of A.C. Florio Feb. 19, A.D. 1946 At 30 minutes past 2 P.M.

Peter Merialdo --- Recorder.