

File No. 25961.

A. C. Florio, }
 }
to } Agreement
 }
Bertrand Arambel.)

THIS AGREEMENT, and LEASE, made this 23 day of May, 1946, by and between A.C. Florio of Eureka, Nevada, the lessor, and Bertrand Arambel of Eureka County, Nevada, the lessee.

W I T N E S S E T H :

That A. C. Florio, 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 for further considerations received by the lessor, with the exception of \$500.00 (five hundred dollars), which sum is to be paid by Bertrand Arambel, the lessee, to A.C. Florio the said lessor, on or before November 1, 1946, together with interest at the rate of 6% per annum, plus any and all attorney fees in the event that legal suit should be found necessary

to bring about or cause payment of the above mentioned sum; by these agreements and understandings, A.C. Florio, the lessor, does hereby lease to Bertrand Arambel, the lessee, the following real and personal property described as follows, to wit: Secret Canyon spring, (also known as Murray spring), White Rock spring, Surprise spring, Big Rock spring, Upper Ratto spring, Lower Ratto spring, Trap Corral spring, Dave Smith spring, View spring, all of which drain into Fish Creek Flat; also Clover spring, Lamb Canyon spring, Zunnino springs, numbers one and two, Snow Ravine spring, McCullough spring, Little McCullough spring, Josephine spring, Dry Lake Well with house, pump house and corral, Revervoir on Spring Valley Summit, Wildcat spring, Mountain Boy spring, and Spanish spring.

All springs named in this agreement are situated on Prospect Mountain and in Spring Valley, and all situated in Eureka County, Range rights extending as far as the White Pine County line. All springs herein mentioned are to be used for stockwatering purposes and together with the right to graze not more than 1500 head of grown sheep, together with their lambs. Any number in excess of 1500 head of grown sheep shall be paid for by the lessee at the rate of 75¢ per head. The lessee, Bertrand Arambel, is also granted right to water on Ruby Hill pipeline when there is sufficient water, and he is to consider the pipeline as a Boundary, and to graze not farther than the Diamond Mine road; thus respecting rights granted by separate lease to Jimmy Ithurralde.

Bertrand Arambel, lessee, is hereby forbidden to lease or sublease to any other party any part of real or personal property owned by the lessor herein described by this lease and agreement, without first obtaining written consent from the lessor, A.C. Florio. The lessor also reserves the right to graze as many cattle and horses as he wishes to on the said premises. The lessor also reserves the right to graze 3,000 head of sheep, should he purchase sheep.

In the event that replacement of pipeline proves necessary, the pipe shall be furnished by the lessor, and the labor furnished by the lessee. And any alterations to be made in water system shall be first approved of by the lessor.

Bertrand Arambel hereby agrees to maintain and leave in as good condition as they are at present the premises described in this agreement. He, the lessee, agrees to peaceable leave said premises at the termination of this lease, which date is November 1, 1946.

The lessee agrees also to observe and respect the grazing division line between the Bartholomew and the Florio grazing lands. He agrees likewise to observe and respect the grazing division line between the Schaeffer Sheep Company and the Florio grazing lands.

A. C. Florio Lessor
Bertrand Arambel Lessee.

SUBSCRIBED AND SWORN TO before me this 6th day of June, 1946.

(SEAL) Ed Delaney County Clerk
Ex-officio Clerk of the Third Judicial Court

Recorded at the request of A.C. Florio June 6, A.D. 1946 At 20 minutes past 9 A.M.

Peter Merialdo ---- Recorder.