

File No. 31278

Thomas O. Bath, Executor,)
Estate of Angelo C. Florio,)
Lessor,)
to)
George Hilliard,)
Lessee.)

Ranch Lease

*See Page 134 assignment of Lease
George and Marguerite Hilliard to
Joseph B. Key and Leonard E. Hopkins.*

RANCH LEASE

THIS AGREEMENT OF LEASE made this 8 day of May, 1954, by and between THOMAS O. BATH, Executor of the Estate of Angelo C. Florio, also known as A. C. Florio, Deceased, hereinafter called the "Lessor", and GEORGE HILLIARD of the City of Yuma, State of Arizona, hereinafter called the "Lessee";

W I T N E S S E T H:

That the Lessor, in consideration of the agreement and covenants hereinafter made by

the Lessee, has this day leased to the Lessee, the following described premises situate in the County of Eureka, State of Nevada, and more particularly described as follows, to-wit:

Township 20 North, Range 52 East

Section 17: SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$;
 Section 18: S $\frac{1}{2}$ of the NW $\frac{1}{4}$, SW $\frac{1}{4}$ of the NE $\frac{1}{4}$,
 E $\frac{1}{2}$ of the SW $\frac{1}{4}$, and SE $\frac{1}{4}$;
 Section 19: SE $\frac{1}{4}$ of the NE $\frac{1}{4}$;
 Section 20: N $\frac{1}{2}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$;
 Section 21: SE $\frac{1}{4}$ of the NW $\frac{1}{4}$;
 Section 22: N $\frac{1}{2}$ of the SE $\frac{1}{4}$;
 Section 23: W $\frac{1}{2}$ of the SW $\frac{1}{4}$, SE $\frac{1}{4}$ of the SW $\frac{1}{4}$,
 SW $\frac{1}{4}$ of the SE $\frac{1}{4}$;
 Section 26: NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of NE $\frac{1}{4}$.

Township 20 North, Range 53 East

Section 28: NW $\frac{1}{4}$ of the NW $\frac{1}{4}$.

Together with the range and water rights heretofore used in the operation of said Hay Ranch, and which is more specifically set forth hereafter: All of that range and water rights lying up to the division point of the range and water rights being sold by A. C. Florio to Bertrand Arambel, James Ithurralde and John Iros, under that certain agreement made and entered into between the parties thereto, under date of September 20, 1949. Also that certain Spring known as Ash Spring; also that certain Spring known as Lone Wolf Spring, or better known as Sullivan Spring; Also that certain Spring known as Midway Well; also what is known as Treasure Well; and also what is known as Mint Well; and also Rudebaker Canyon with approximately eighty (80) acres of land, together with the water rights thereon; also the range and water rights that go in Diamond Valley south of Sullivan Spring and northwest of Midway Well; also eighty (80) acres of land called "Willows" lying east of the town of Eureka on the old Elko road, which land was purchased from Tony Di Pali, and is below what is known as Simpson Creek and also forty (40) acres of land, with well, which is known as the "Old Milk Ranch" in Diamond Valley; also all rights and interest in connection with the application for water rights from Ruby Hill Shaft; and also all rights and interest in that well dug by A. C. Florio, and upon which a protest has been filed against one James Hunter. The said well under protest lying about three (3) miles from the Old Milk Ranch.

TOGETHER with the Taylor Grazing Rights appurtenant thereto, and all buildings and improvements located thereon, TOGETHER with the following equipment located thereon, for a term of eight (8) years, beginning on the date of the execution of this agreement:

No.	Description	Model	Serial No.
1	Bench Vise		
1	Anvil		
1	Forge		
1	Drill Press		
1	Fairbanks Scale	20,000 lbs. cap.	9289 D
1	Teco Squeeze	51L	2546
1	Caterpillar Diesel Engine Block #2A3317	A763	275689
1	6" Pump		325
1	600 gallon tank for diesel engine		
1	4-cylinder LE Roi Engine	D140	19x5674
1	6" Universal Pump	6BGP	U-CD2646
1	Wisconsin Aircooled Engine and 2" Deep Well Pump	AEN	1845601F
1	Wards Gas Engine 4HP and 2" Centrifugal Pump		1284704
1	8" Universal Pump	8DH Q	U-CG4102
1	Disassembled Aero-Motor Windmill		

In consideration of the foregoing, the Lessee agrees as follows:

1. That he will, during the term of this lease, occupy and use said premises as a farm and stock ranch and for no other purpose.
2. That he will not use said premises or permit the same to be used for any unlawful business or purpose.

3. That he will cultivate said land in a good and husbandlike manner.

4. That he will keep the buildings, fences, cross fences, ditches and all improvements therein in as good repair as the same now are or that may at any time be placed thereon during the term of this lease. All tanks, troughs and pipes on the range appurtenant thereto, range springs used in connection with said premises and wells upon the open range are to be maintained by Lessee in a good and efficient manner.

5. That he will at all times allow the Lessor, his agents or assignees to have free access to said premises for the purposes of observing the crops growing thereon and the conduct of the Lessee in cultivating said land in caring for the improvements thereon.

6. Lessee agrees to pay the Lessor a cash rental of Three Thousand Dollars (\$3,000.00) per year to be payable as follows:

\$3,000.00 for the rental for the first year to be paid on the date of the execution of this lease, and

thereafter during the term of this lease, beginning on the next anniversary of this lease, the sum of \$3,000.00 per year payable in advance.

7. Lessee shall pay all taxes assessed on said property during the term of this lease.

8. Lessee shall keep in force at all times during the continuance of this lease insurance in a company approved by the Lessor to the amount of Five Thousand Dollars (\$5,000.00) on the buildings on said premises.

9. The Lessee agrees that the said Lessor shall have the right at any time, during the life hereof, to lease the oil, gas, coal and/or other mineral rights appurtenant to the hereinabove described property provided, however, that should such leasing damage said hereinabove described premises, the said Lessor shall be responsible therefor.

In consideration of the foregoing, the Lessor agrees as follows:

1. That the Lessee may assign or sublet the hereinabove described premises without the written consent of the Lessor, provided, however, that such assignment and/or subletting shall not operate to separate or divorce the above described properties and the Romano Ranch as an operating unit, provided, further, however, that such assignment and/or subletting shall not operate to in anywise relieve the said Lessee of any of the obligations hereunder.

2. That the said Lessee will at all times keep in full force and effect the grazing permits appurtenant to the above described properties in accordance with the terms of the Federal Range Code and/or the Taylor Grazing Act.

If Lessee shall fail to pay the rent as herein provided for at the times herein stipulated or shall make default in any of the agreements or covenants herein contained, they shall forfeit all their rights under this lease and the Lessor by himself, agent or assignee may at his option take immediate possession of said premises and may recover such possession by action of forcible entry and detainer, and at the expiration of this lease, the Lessee agrees without further notice of any kind to quit and surrender the occupancy and possession of said premises in as good condition as they now are or may at any time be placed under this lease, reasonable wear and tear alone excepted.

The parties hereto agree that in the event of the death of Angel Carol Florio, daughter of A. C. Florio, during the term of this lease, the lease shall immediately cease and terminate, and any advance rental theretofore paid to Lessor shall be refunded.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Thomas O. Bath
 Executor of the Estate of Angelo C.
 Florio, also known as A. C. Florio,
 Deceased. LESSOR

George Hilliard
 LESSEE

The undersigned Angel D. Florio acting individually and as one of the heirs at law of the above named deceased hereby agrees that in the event of the death of the hereinabove mentioned Angel Carol Florio, during the term of this lease that in so far as her rights at that time exists in the above described properties that the foregoing Lessee shall have the first right of refusal on the purchase of the property covered by this lease.

Angel D. Florio

State of Nevada,)
) SS.
County of Eureka.)

On this 8 day of May, 1954, personally appeared before me, A County Clerk in and for said County and State, THOMAS O. BATH, as Executor of the Estate of Angelo C. Florio, also known as A. C. Florio, Deceased, known to me to be the person described in and who executed the foregoing instrument, 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 the day and year last above written.

(Official Seal)

Ed. Delaney

NOTARY PUBLIC

-----County Clerk
Ex-officio Clerk of the Third
Judicial Court

My Commission Expires:

State of Nevada,)
) SS.
County of Eureka.)

On this 8 day of May, 1954, personally appeared before me, a County Clerk in and for said County and State, GEORGE HILLIARD, known to me to be the person described in and who executed the foregoing instrument, 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 the day and year last above written.

(Official Seal)

Ed. Delaney

Notary Public

-----County Clerk
Ex-officio Clerk of the Third
Judicial Court

My Commission Expires:

State of Nevada,)
) SS.
County of Eureka.)

On this 8 day of May, 1954, personally appeared before me, County Clerk in and for said County and State, ANGEL D. FLORIO, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she 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 the day and year last above written.

(Official Seal)

Ed. Delaney

-----County Clerk
Ex-officio Clerk of the Third
Judicial Court

My Commission Expires:

Recorded at the Request of Washoe Title Insurance Co. June 23 A.D. 1954 At 12 minutes past 11 A.M.

R. W. Gibson--Recorder.