

CANCELLATION OF LEASE

THIS INDENTURE, made this 20<sup>th</sup> day of FEB., 1964, by and between MAX D. ALLEN and MARY HOBBS ALLEN, his wife, of San Antonio, Texas, and CHARLES CLAY COOPER and ERMYLE RUTH COOPER, his wife, of Canyon, Texas, and JOHN W. COOPER and VIDA MAE COOPER, his wife, of Tucumcari, New Mexico, hereinafter called the Lessors; and MELVIN J. BAILEY of Eureka, Nevada, hereinafter called the Lessee,

W I T N E S S E T H:

WHEREAS, on or about the 29th day of November, 1961, CHARLES CLAY COOPER and ERMYLE RUTH COOPER, his wife, leased to the Lessee certain agricultural lands situate in Diamond Valley, County of Eureka, State of Nevada, and more particularly described as follows:

Lots 4, 5, 6 and 7, and the S $\frac{1}{2}$  of the N $\frac{1}{2}$  of Sec. 4, T. 21 N., R. 53 E., M.D.B.&M., and the S $\frac{1}{2}$  of Sec. 4, T. 21 N., R. 53 E., M.D.B.&M., together with all rights and privileges appurtenant thereto including water rights, and

WHEREAS, on or about the 29th day of November, 1961, JOHN W. COOPER and VIDA MAE COOPER, his wife, leased to the Lessee certain agricultural lands situate in Diamond Valley, County of Eureka, State of Nevada, more particularly described as follows:

The W $\frac{1}{2}$  of Sec. 15, T. 21 N., R. 53 E., M.D.B.&M., containing 320 acres, more or less, together with all rights and privileges appurtenant thereto including water rights, and

WHEREAS, on or about the 29th day of November, 1961, MAX D. ALLEN and MARY HOBBS ALLEN, his wife, leased to the Lessee certain agricultural lands situate in Diamond Valley, County of Eureka, State of Nevada, more particularly described as follows:

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The W $\frac{1}{2}$  of Sec. 21, T. 21 N., R. 53 E.,  
M.D.B.&M., containing 320 acres, more  
or less, together with all rights and  
privileges appurtenant thereto including  
water rights, and

The W $\frac{1}{2}$  of Sec. 16, T. 21 N., R. 53 E.,  
M.D.B. & M., containing 320 acres, more  
or less, together with all rights and  
privileges appurtenant thereto including  
water rights, and

WHEREAS, the Lessors hereinabove named constitute part of an entity doing business under the firm name and style of COOPER FARMS, and CLAY COOPER is authorized to execute any instrument including this document on behalf of said Lessors as a consequence thereof, and,

WHEREAS, the said Lessee has breached certain provisions and covenants of the lease agreement, said Lessee hereby acknowledging such fact, and,

WHEREAS, the Lessee is desirous of yielding up possession of the said premises and being absolved from further liability under the provisions of the respective lease agreements hereinbefore specifically referred to from and after the date of execution of this cancellation agreement, and,

WHEREAS, the Lessors are willing to accept the surrender of said premises as of said date,

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed that the Lessee yields and surrenders up possession of said premises and any and all appurtenances belonging thereto to the Lessors, and the Lessors hereby accept the surrender of the possession of said premises and property as of the date of execution of this agreement, and do hereby release Lessee of any and all obligations arising under the terms and conditions of the said written lease agreements from and after said date.

IT IS UNDERSTOOD AND AGREED by and between the parties

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hereto that Lessors accept and enter into this cancellation agreement on the specific understanding and representation that Lessee has done nothing to impair the value of the subject premises nor has Lessee encumbered said property in any way: In the event that Lessors sustain loss and damage by reason of Lessee's acts or omissions, Lessee does hereby agree to hold Lessors harmless from such loss and damage and to reimburse Lessors, and each of them, therefor.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that the said written lease agreements hereinbefore specifically referred to are hereby cancelled, terminated, declared null and void and of no further force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year in this instrument first above written.

*Melvin Bailey*  
MELVIN J. BAILEY-Lessee

*Clay Cooper*  
CLAY COOPER,  
On behalf of FAYE C. CANNEDY,  
JOHN W. COOPER and VIDA MAE  
COOPER, his wife, MAX D. ALLEN  
and MARY HOBBS ALLEN, his wife,  
and in his own right and stead,  
Lessors

STATE OF NEVADA,  
COUNTY OF EVROKA } SS.

On this 20<sup>th</sup> day of February, 1964, personally appeared before me, a Notary Public in and for said County and State, MELVIN J. BAILEY, 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 in this Certificate first above written.

*Wells A. DeLoach*  
NOTARY PUBLIC

My Commission Expires C.A. 14, 1964



MANN AND SCOTT  
LAWYERS  
875 COURT STREET  
ELKO, NEVADA

STATE OF NEVADA, )  
COUNTY OF EUREKA ) SS.

On this 16<sup>th</sup> day of January, 1964, personally appeared before me, a Notary Public in and for said County and State, CLAY COOPER, 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 in this Certificate first above written.

Mills A. McFarl  
NOTARY PUBLIC

My Commission Expires Oct. 11, 1965

FILE NO. 39706  
Filed for record at the request of Clay Cooper  
March 26, 1964, at 06 minutes past 3 P. M. Recorded in  
Book 3 of Official Records, page 479-482, Records of EUREKA  
COUNTY, NEVADA.  
Fee: \$ 6.45 Mills A. McFarl, Recorder.