

STATE OF NEVADA }  
COUNTY OF EUREKA }

File No. 39709

BOOK 3 PAGE 487

THIS AGREEMENT OF LEASE, made and entered into this 25<sup>th</sup> day of February, 1964, by and between Charles Clay Cooper and Emyle A. Cooper, of Randall County, Texas, Party of the First Part, hereinafter called Lessor, whether one or more, and Albert L. Foote and Fred F. Foote of the County of QUAY, State of New Mexico Parties of the Second Part, hereinafter called Lessees,

WITNESSETH:

That the said Lessor, for and in consideration of the rents, covenants and agreements hereinafter reserved, contained and provided for by said Lessees, to be paid, kept and performed, does hereby let and lease unto Lessees, their executors, administrators, heirs and assigns, the following described real property situate, lying and being in the Diamond Valley, County of Eureka, State of Nevada, and more particularly bounded and described as follows:

Section 4, T 21 N, R 53 E, Mt Diablo Meridian  
Eureka County, Nevada

TO HAVE AND TO HOLD the above described property, with all appurtenances, unto the said Lessees, from the date hereof to the 15th day of November, 1966, unless sooner terminated for breach of covenant or forfeiture or otherwise.

Lessees hereby agree with Lessor to devote their personal attention to the operation and improvement of the above described premises during the term of this agreement.

Lessees expressly agree to occupy, care for and till said premises in good and workmanlike manner, and according to the usual course of husbandry; keep all improvements and person-

alty on said premises in good repair, reasonable wear and tear thereof excepted; and covenant and agree as follows, to-wit:

1. To prepare the soil, plant and seed the demised premises so as to harvest crops therefrom during each of the three crop seasons covered by this lease.
2. To pay unto Lessor as rent one-third (33-1/3%) of the crop by taking delivery thereof in storage at the elevator utilized for that purpose.
3. Any perennial crops growing on the demised premises at the termination of this agreement, for any reason whatsoever, shall become and remain the property of Lessor.
4. To furnish at their own and sole expense all seed, machinery, equipment, implements, utensils or materials necessary for the proper operation of the demised premises, as well as all labor required in preparing the soil, cultivation and irrigation of the crops, consummation of the harvesting of all crops, and carrying out any and all acts herein provided to be done by Lessees and except as herein otherwise specifically provided to be the obligation of Lessor.
5. To keep up and maintain in good repair all fences and other improvements and to return them in as good condition as at the commencement of this lease, normal wear and tear excepted; to commit no waste or damage to the premises or appurtenances nor to suffer any to be done; to keep all ditches on the premises properly cleaned; and to eradicate and keep suppressed at all times all noxious weeds on said premises and in or around the fence.
6. To allow Lessor or his duly designated agent or agents, at all times, free access to the premises for the purpose of examining the same; and to make any repairs or alterations on the premises which Lessor may deem requisite, provided same does not conflict with Lessees' operation of the demised premises.

7. To keep themselves and their employees properly insured with the Nevada Industrial Commission and to comply with all its regulations and those of the Social Security Department and the Unemployment Compensation requirements. This shall apply to the requirements of any political subdivisions of the State of Nevada or the United States.

8. Lessees shall not assign this lease nor sublease or sublet any portion of the demised premises without the written consent of Lessor. However, Lessor agrees that he will not unreasonably withhold his consent in any instance.

IT IS MUTUALLY UNDERSTOOD AND AGREED that Lessor shall incur no expenses as the result of the operation of the premises by Lessees except the following:

A. To make available for use by Lessees a well or wells with pump and gearhead.

B. To pay any and all real property taxes assessed against the demised premises or the improvements thereon which belong to Lessor.

C. If it becomes necessary to add any supplemental pump column to that which is now a part and parcel of the present well or any additional wells, same shall be done at the expense of Lessor.

D. To purchase and pay for one-third (1/3) of the fertilizer utilized by Lessees in fertilizing any portion of the demised premises during the term of the lease.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that in case Lessees neglect or fail to perform any of the conditions and terms of this agreement on their part to be done or performed, then Lessor is hereby authorized and empowered to enter upon said premises and take full and absolute possession of the same; and he may do and perform all things agreed to be done by Lessees and remaining undone, and may retain or sell sufficient of the crops raised on said premises that would otherwise belong to Lessees, if they had performed the

conditions thereof, to pay and satisfy all costs and expenses of every kind incurred in the performance of said contract, with interest at the rate of six per cent (6%) per annum; and the residue remaining, if any, of said crops shall belong to Lessees after all conditions are fulfilled. If said costs are more than the proceeds of Lessees' share of the crop, Lessees shall be obligated to reimburse Lessor for such cost.

THIS LEASE AND EVERY PART THEREOF shall bind and be of benefit to the heirs, executors, administrators, successors or assigns of the respective parties hereto.

REFERENCE IS HEREBY MADE to duplicate copies hereof for the purpose of establishing the validity of same.

IN WITNESS WHEREOF, the parties hereto hereunto set their hands, in duplicate originals, the day and year herein specified.

Charles Clay Cooper  
Ermyle P. Cooper

LESSORS

Frank F. Fouts  
Albert L. L...

LESSEES

STATE OF Texas  
COUNTY OF Randall

BEFORE ME, the undersigned authority in and for Randall County, Feb 29, 1964, on this day personally appeared Charles Clay Cooper and Ermyle R. Cooper, wife of said Charles Clay Cooper, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Ermyle R. Cooper, wife of the said Charles Clay Cooper, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ermyle R. Cooper, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this 29<sup>th</sup> day of February, 1964.



R. B. Davis  
Notary Public in and for  
Randall County,  
Texas  
My Commission Expires June 1, 1965

STATE OF New Mexico  
COUNTY OF Quay

BEFORE ME, the undersigned authority in and for Quay County, 28, Feb, 1964, on this day personally appeared Fred F. Foote, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 28 day of Feb, 1964.



William S. Lee  
Notary Public in and for  
Quay County,  
New Mex

STATE OF New Mexico

COUNTY OF Quay

BEFORE ME, the undersigned authority in and for Quay County, 28 Feb. 1964, on this day personally appeared Albert L. Fouts known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 28 day of Feb., 1964.

My Commission Expires August 1 1964



William W. Lee  
Notary Public in and for  
Quay County,  
New Mex.

FILE NO. 39709

Filed for record at the request of Clay Cooper

March 26, 1964, at 09 minutes past 3 P. M. Recorded in

Book 3 of Official Records, page 487-492, Records of EUREKA

COUNTY, NEVADA.

Fee: \$ 5.85

Willis A. DePaul Recorder.