

THE STATE OF NEVADA

COUNTY OF EUREKA

NEVADA FARM LEASE

This lease entered into this 17 day of April 1964, between Neil Cooper, hereinafter called Landlord, and KIM Farms, Inc., hereinafter called Tenant, witnesseth:

Landlord, for and in consideration of the rents hereinafter provided for, hereby leases, lets and demises to Tenant, for the term hereinafter set forth, the following described lands in Eureka County, Nevada, to-wit:

East $\frac{1}{2}$ of Sec. 12 T21N, R53E, Mt. Diablo Meridan
Consisting of approximately 320 acres.

The term of this lease shall be from the date of this contract to December 1st, 1968, subject to provisions for earlier cancellation hereinafter set forth.

As rent for the use of said premises, Tenant agrees to pay to Landlord an annual cash rent of \$10.00 per acre, for each year from 1964 through 1968, inclusive. The rent shall be payable in the following way and manner:

- (a) For the first year, \$1.00 per acre shall be paid in cash upon the execution of this contract, and the balance of \$9.00 per acre shall be paid in cash on or before December 31, 1964.
- (b) For each subsequent year after 1964, \$1.00 per acre shall be paid on or before January 15 of the year in question, and the balance of \$9.00 shall be paid on or before December 31 of said year.
- (c) The tenant hereby agrees that sufficient funds coming from the sale of the crops shall be placed in an escrow at the First National Bank at Eureka, Nevada with instructions to the bank to pay all unpaid rent.

The Landlord agrees to furnish one irrigation well, complete with pump and gear head, for each 160 acres of the lands hereinabove described, excepting only that if the tract is less than 160 acres, one well shall be furnished. Each such well shall be capable of producing not less than 1,000 gallons of water per minute, as of the date of beginning of this contract. The Tenant shall be responsible for furnishing motors to power said irrigation wells.

The Landlord shall not be responsible for crops, or for any damages arising out of the failure of said wells to continue producing such quantity of water, or for complete failure of said wells. However, Landlord agrees to pay all of the costs of upkeep on the irrigation well itself, but the Tenant shall be responsible for upkeep and repairs on the pump and gear head, as well as his motor. In the event the Landlord is required to make any repairs to the well and is not available, or fails or refuses to make such repairs within a reasonable time, the Tenant can cause such repairs to be made, at the reasonable expense of the Landlord. This is the Tenant's sole remedy in case of failure of the well to produce water, or for failure of the Landlord to make repairs as requested.

The Tenant accepts the land in the condition that the same is now in, and understands that any preparation or land conditioning must be done at Tenant's expense.

Tenant agrees that it will cause a crop to be planted on all of said land above described on or before June 1, 1964; and it further agrees that it will cause water to be applied from said irrigation well, to each and every acre of said land above described on or before June 15, 1964. In the event the Tenant fails or refuses to perform both of these obligations on or before the date specified, then at the option of the Landlord, said contract may be in all things cancelled and rescinded by the Landlord. In the event of cancellation by the Landlord for failure of the Tenant to plant the crop or apply the water, as herein specified, the Landlord shall nevertheless be entitled to retain the down payment on rent above specified.

The Tenant agrees to accept full responsibility and liability for all damages to third parties, if any, arising out of farming operations, and will carry its own insurance or workmen's compensation, or otherwise, and agrees to indemnify the Landlord against any such losses. Landlord shall not be responsible for the payment of any part of the operating expenses for farming operations on said land during the term of this lease. Tenant shall not be responsible for any payments to Government agencies or otherwise that are the responsibility of Landlord.

Tenant agrees to farm the land in a good and farmerlike way and manner, and in accordance with accepted practices in the area, and to abide all rules and regulations of the Government, or any Governmental agency, either Federal, State or local. As to any of said land where final patent or title has not been secured from the United States, Tenant agrees to cooperate with the Landlord in performing any and all necessary operations to secure such patent or title, and in securing permanent water right from the State of Nevada. In the performance of the obligations of the Tenant with reference to patents, titles, and water rights, the operations of a farming nature only are to be deemed the responsibility of the Tenant, and Tenant shall have no responsibility with reference to legal matters, the filing of reports, or otherwise.

Tenant agrees that upon the expiration of the term of this lease, or at the expiration of the lease by cancellation or rescission under the terms above set forth, it will yield up possession of the premises to the Landlord without further notice or demand, and in the same condition as the same is now in, subject only to fair wear and tear and ordinary usage.

Tenant agrees to suffer no waste on said premises, and agrees that the lease will not be assigned, and that he will not sublet the premises, without permission in writing from the Landlord.

On the last year of the term, Landlord shall have the right to enter upon the premises when the crops have been harvested for the purpose of plowing the ground, or preparing the land for the following year, in the usual and customary way and manner.

At all times during the term of this lease, the Landlord or his representatives shall have permission to enter upon the premises for the purpose of viewing the same, or of making repairs.

Failure of the Tenant to pay any installment of rent on or before the due date specified herein, or at any year of this lease, shall automatically terminate the lease as of the rent paying date when the same has not been paid, and the Landlord shall so elect and shall so notify the Tenant. Upon such termination, the Tenant agrees to give immediate possession of the premises to the Landlord. Notification may be given to the Tenant at Post Office Box 297, Eureka, Nevada, by registered or certified mail, or in person. Upon the termination of this lease, either at the end of the term or at such earlier time as the same may be terminated, and if all rents and obligations of the Tenant to the Landlord have been paid, the Tenant shall have the right to remove all of its personal property from the premise, including irrigation motors and all other property.

This lease voids all other leases on the above described land.

Notary Public in and for
Eureka County, Nevada

Neil Cooper
Myrle Cooper
Landlord
legal agent

KLM Farms, Inc.

BY Vernon May
Tenant

Tenant agrees to suffer no waste on said premises, and agrees that the lease will not be assigned, and that he will not sub-let the premises, without permission in writing from the landlord.

On the last year of the term, landlord shall have the right to enter upon the premises when the crops have been harvested for the purpose of plowing the ground, or preparing the same for the following year, in the usual and customary way and manner.

At all times during the term of this lease, the tenant and his representatives shall have permission to enter upon the premises for the purpose of viewing the same, or of making repairs.

On this 20th day of April 1964, I personally appeared before me, a Notary Public, in and for Eureka County, Nevada, Alfred G. Goff, who is known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Alfred G. Goff, and he acknowledged to me that he subscribed the name of said Alfred G. Goff to the within instrument as principal, and his own name as attorney in fact, and that he 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 at my office in the County of Eureka Nevada, this 20th day of April 1964, first above written. In testimony whereof, the Tenant shall have the right to remove all of its personal property from the premises, including irrigation motor and all other property.

This lease voids all other leases on the above described land.

Walter A. Paul

My Commission Expires Oct. 14, 1965

Notary Public in and for Eureka County, Nevada



KIM Farms, Inc.

BY

Tenant

Eureka, Nevada
April 10, 1964

This is to verify that I agree to assign this lease entered
into between Kilt Farms, Inc., and myself to Robert W. Shreve.

Signed Clay Cooper
attorney in fact
for Neil Cooper

THE STATE OF NEVADA

County of EUREKA

On this 20th day of April 1964, personally appeared
before me, a Notary Public in and for Eureka County, Clay
Cooper, known to me to be the person whose name is subscribed
the name of said Neil Cooper,
thence, as principal, and his own name as attorney in fact,
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 at my office in the County of Eureka
this day and year in this certificate first above written.

My Commission Expires Oct. 14, 1965

Will A. DeLoach
Notary Public in and for
Eureka County, Nevada

SEAL
Affixed

39752

FILE NO.

Filed for record at the request of Vernon Manz

April 20, 1964, at 03 minutes past 10 A. M. Recorded in

Book 4 of Official Records, page 51-55, Records of EUREKA

COUNTY, NEVADA.

Fee: \$ 4.00

Will A. DeLoach, Recorder

Robert W. Shreve
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Lucas Aug. Apr. 10, 1964