

THE STATE OF NEVADA }
COUNTY OF EUREKA }

NEVADA FARM LEASE

This lease entered into this 17 day of Apr. 1964, between
Barbara Cooper, hereinafter called Land-
lord, 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:

W $\frac{1}{2}$ of Sec. 22 T21N R53E Mt. Diablo Meridian Consisting
of approximately 320 acres.

The term of this lease shall be from the date of this con-
tract 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 herein-
above 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 irriga-
tion 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, as to any year of this lease, shall automatically terminate the lease as of the rent paying date when the same has not been paid, if 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 207, 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, excepting all bonds owing to the Landlord, and to less favorable benefits. This lease voids all other leases on the above described land.

Notary public in for
absent, Nevada County

Barbara Cooper
by Clay Cooper,
Landlord *legal*
agent

KLM Farms, Inc.

BY *Hiram May*

Tenant

SEARCHED INDEXED SERIALIZED FILED
MAY 14 1968
KLM FARMS INC.
RECORDED
RECORDED

THREE YEARS AGO, I WAS TALKING WITH A FRIEND OF MINE, WHO WAS A MEMBER OF THE STAFF AT THE UNIVERSITY OF TORONTO. HE TOLD ME THAT HE HAD BEEN INVITED TO SPEAK AT A CONFERENCE ON THE SUBJECT OF "THE FUTURE OF CANADA". HE REPLIED THAT HE WAS NOT INTERESTED IN TALKING ABOUT THE FUTURE OF CANADA, BUT RATHER IN THE PAST. HE SAID THAT HE WANTED TO TALK ABOUT THE PAST, BECAUSE HE BELIEVED THAT THE PAST WAS THE KEY TO THE FUTURE. HE ALSO SAID THAT HE BELIEVED THAT THE PAST WAS THE KEY TO THE FUTURE.

THE STATE OF NEVADA

THE STATE OF NEVADA

ad to go fast to JASNET and to smilie
, seees COUNTY OF EUREKA as nition beliveo ebs sub offi
, arrived JASNET and examined yllowidens illia
as lide brolinal and hi bisq need tan end orse and now lab
, noisalized deep noql JASNET and ylloq be limes but tools
of apimer On this day of 1961 personally appeared
before me, a Notary Public in and for Eureka County, Ca
, from whom I am best pleased to know to me to be the person
(Cooper) whose name is subscribed to the within instrument as the attorney
in fact of Ed. D. Cooper and acknowledged to me
that he subscribed the name of Ed. D. Cooper
thereto, as principal, and his own name as attorney in fact,
freely and voluntarily and for the uses and purposes therein men
tioned. In witness whereof, I have hereunto set my hand and
affixed my official seal at my office in the County of Eureka
the day and year in this certificate first above written.



Hallas · A. De Paul

Notary Public in and for
Eureka County, Nevada

My Commission Expires Oct. 14, 1900
, and carried MIN.

卷之三

JOURNAL

39754

FILE NO.

Filed for record at the request of

April 20, 1964 at 05 minutes past 10 A. M. Recorded in

Book 4 of Official Records, pages 61-64, Records of EUREKA

Book _____
COUNTY, NEVADA

COUNTY, NEVADA

Fee: \$ 1.50