

LEASE

The parties to this Lease are HARMON C. WALKER, Landlord, and DeLOY Z. WARD, Tenant. GAYDA MAE WALKER, wife of the Landlord, joins in the lease solely for the purpose of binding her dower interest and otherwise does not assume any of the obligations of Landlord.

Landlord leases to Tenant the following described property on the terms and conditions stated below:

W $\frac{1}{2}$ Sec. 8, T. 21 N., R. 53 E., M.D.B. & M.

1. The term of this Lease shall commence February 13, 1965, and continue through February 13, 1970.

2. In consideration of mutual promises herein, Landlord agrees:

(a) That Tenant shall have possession of said real property consisting of 320 acres for the above specified term.

(b) At the expiration of said term, if Tenant has fully performed his promises hereinafter specified, Landlord shall convey title to Tenant by good and sufficient Warranty Deed to the South one-half of the leased premises.

(c) To pay one-half of the real property taxes allocated to the unimproved property and full taxes on any improvements added by Landlord.

3. In consideration of the mutual promises, Tenant covenants and agrees as follows:

(a) That he will grow crops on at least eighty acres of the North one-half of said premises and each year Landlord shall be paid one-quarter of the crops grown on the North one-half of said premises.

(b) That he will maintain the farm and equipment in good condition and repair, and that he will rotate crops to the best advantage of the ground, and will clean cultivate the North one-half of said leased premises at least once each year, provided permanent crop is not sowed.

(c) He will assume and agree to pay and save Landlord harmless from the indebtedness in the approximate sum of \$8,300 now existing and owed by Landlord, and will promptly take necessary steps to protect and save from repossession the equipment covered by such indebtedness. *\$8,300.00 to pay off indebtedness*

(d) He will dig a well on the North one-half of said premises, which well shall be of a type and construction to produce 1,200 gallons per minute, and shall be sixty foot perforated steel casing and screened, well-washed gravel.

(e) He will, during the term of this Lease, spend the sum of \$3,200 on additional improvements to the premises of the nature of fences, sprinkling equipment, etc., of which total sum at least \$500 shall be spent each calendar year.

(f) He shall pay one-half of the real property taxes allocated to the unimproved premises and full taxes on any improvements he adds.

4. The parties mutually agree as follows:

(a) That any year between the end of the harvesting of the fall crops and the first day of the next calendar year, that Landlord may take possession of, to the exclusion of Tenant, the North one-half of the said premises, provided concomitantly he gives good and sufficient title to the South one-half to Tenant. In such event, the obligation of Tenant to spend \$3,200 on improvements on the North one-half of premises, shall stand and remain effective.

(b) That if Tenant plants a permanent crop, Landlord shall be obligated to pay the cost of the seed therefor.

5. If the Tenant shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the covenants contained in this Lease, or shall assign this Lease or underlet said premises of any part thereof, then this Lease shall, at the election of the Landlord, be null and void, and Tenant shall forfeit all his rights under this lease, and the Landlord, by himself or agent, may, at his option, take immediate possession of said premises, and may recover such possession by action of forcible entry and detainer.

6. The Tenant agrees that should he default in any of the covenants or agreements contained herein, he will pay all costs and expenses, including a reasonable attorney's fee that may arise from any enforcement of this Lease either by suit or otherwise. In the event of any suit, action or other proceeding instituted to foreclose this Lease or to enforce any of the provisions hereof or on account of any provision hereof, then and in the same the prevailing party shall recover from the other such sum as and for attorney fees, in addition to costs and disbursements provided by statute, as the Court having jurisdiction of the matter shall deem reasonable.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 13 day of February, 1965.

Harmon E. Walker (SEAL)

Layda Mae Walker (SEAL)

DeLoey Z. Ward (SEAL)

STATE OF OREGON, COUNTY OF DOUGLAS)ss

Personally appeared the above named Harmon E Walker and DeLoey Z. Ward this 13th day of February, 1965 and acknowledged the foregoing instrument to be their voluntary act and deed

BEFORE ME:

Arthur A. Nelson
Notary Public for Oregon
My commission expires June 21, 1966



File No. 120034
RECORDED AT THE REQUEST OF
W. B. Kennedy
May 18 A. D. 19 66
at 38 minutes past 11 A. M.
in Book 10 of OFFICIAL RECORDS
Page 492-493 Records of
EUREKA COUNTY, NEVADA
William H. Kirkwood
Recorder
Fee \$ 2.85

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