

THE STATE OF NEVADA
COUNTY OF EUREKA

RELEASE AND AFFIDAVIT

WHEREAS, on March 23, 1964, John Cooper, as Landlord, entered into a certain lease contract with K. L. M. Farms, Inc., as tenant, covering the following described land:

SE $\frac{1}{4}$ of East $\frac{1}{2}$ of Section 15, T. 21 N., R. 53 E.,
Mt. Diablo Meridian, Eureka County, Nevada,

which said lease is of record as instrument No. 39716 in Book 3, at Page 520 of the Records of Eureka County, and which said lease was subsequently modified by a certain instrument, being instrument No. 39752 of record in Book 4, at Page 51 of said Records; and

WHEREAS, on said 17th day of April, 1964, Charles Cooper, as landlord, entered into a similar contract with the said K. L. M. Farms, Inc., as tenant, covering the following described land:

The SE $\frac{1}{4}$ of the East $\frac{1}{2}$ of Section 11, T. 21 N., R. 53 E.,
Mt. Diablo Meridian, Eureka County, Nevada;

which said lease contract is of record as instrument No. 39751 in Book 4, at Page 46; and

WHEREAS, the tenant in said leases aforesaid has breached the said lease contracts in the following particulars:

- (1) The said tenant has failed and refused to cause a crop to be planted on all of said land on or before June 1, 1964.
- (2) The said tenant has failed and refused to cause water to be applied from the irrigation well on said land to each and every acre of said land on or before June 15, 1964, and has in fact not applied any water to any part of said land for agricultural purposes, nor planted any

crop or any part of said land.

(3) The said tenant has not farmed the land in a good and farmerlike way and manner, nor in fact has said tenant farmed the land in any way or manner, and has wholly failed and refused to begin any farming operations on said land, except a small amount of plowing on said lands which was not followed up with the planting of any crops.

NOW, THEREFORE, we the undersigned, Charles Cooper and John Cooper, landlords aforesaid, do hereby make this affidavit, upon our oath, that the foregoing designated breaches of said contract by the tenant have occurred, and that we do hereby elect, and have heretofore elected, to rescind said lease contract, and we make and file this affidavit as evidence of the fact that said lease contract has expired by its own terms and that the same has been rescinded, cancelled, and annulled by us as landlords.

IN TESTIMONY, witness our hands this 12th day of August,

1966.

John Cooper

Charles Cooper

By Clay Cooper
Attorney in Fact.

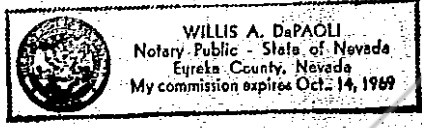
STATE OF NEVADA,)
) : ss.
COUNTY OF EUREKA.)

On this 12th day of August, 1966, personally appeared before me, the undersigned, a Notary Public in and for Eureka County, Nevada, CLAY COOPER as Attorney in Fact, 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, and having been by me first duly sworn, he on

his oath stated that each and every statement contained therein was true and correct.

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.

Willis A. DaPaoli
Notary Public.



42404
File No. _____
RECORDED AT THE REQUEST OF
Clay Cooper
August 12 A. D. 1966
at 20 minutes past 9 A. M.
in Book 11 of OFFICIAL RECORDS
Page 441-443 Records of
EUREKA COUNTY, NEVADA
Willis A. DaPaoli
Recorded Fee \$ 2.⁷⁵