

54838

This agreement made and entered into this 18<sup>th</sup> day of August, 1971, by and between WILLIAM HANEY, First Party, and WILLIAM EARL POLLARD AND WILLIAM PLETZ, Second Parties.

W I T N E S S E T H

For and in consideration of the mutual covenants and conditions on the part of the respective parties to be performed said parties hereby agree as follows:

1. It is understood that the First Party is the owner of All of the South one-half of Section 7, Township 21 North, Range 53 East M.D.B. & M., approximately three hundred and twenty (320) acres of land situate in the County of Eureka, State of Nevada. In addition the First Party shall furnish seven and one-fourth (7 $\frac{1}{4}$ ) miles side roll wheel lines and main lines sufficient to operate same, and shall also furnish pumps and engines sufficient for the purposes of this agreement. The First Party agrees that all of the above described real and personal property shall become a part of this agreement for the purposes and extent set forth herein.
2. The Second Parties agree they will properly irrigate any crop on the above described premises and will properly manage, supervise and oversee the condition of alfalfa crop and at such time said alfalfa crop is ready for cutting, the Second Parties will at their own expense mow, rake, bale and stack said alfalfa on the premises. It is understood that all the costs of irrigating and harvesting will be the Second Parties except that the First Party will supply fuel to operate the engines, pumps used in irrigating.
3. After first crop of alfalfa has been harvested and stacked as above set forth, the Second Parties will at their sole cost and expense plant turnips in said second crop of alfalfa. The seed for the turnips will be supplied and paid for by the First Party.

Thereafter the parties hereto will examine the second crop of alfalfa and will decide whether to harvest and stack said second crop of alfalfa.

4. The Second Parties agree that they will negotiate an agreement with Third Parties to pasture livestock on the above described premises when the parties hereto feel that said premises are ready to be pastured. The compensation for the pasture agreement will be computed on a weight gain basis as agreed upon between Second Parties and the owners of the livestock.

5. The Second Parties will be responsible for caring for all livestock under the pasture agreement at their sole cost and expense except that if any supplemental feed is required the parties will share the cost thereof.

6. The Second Parties agree that they will properly insure all of the employees with the NEVADA INDUSTRIAL COMMISSION and will abide by all the laws regulations covering NEVADA INDUSTRIAL INSURANCE.

7. Parties hereto agree that they will purchase a liability policy with the parties hereto as named insureds and with policy limits as agreed upon by the parties hereto.

8. The Second Parties will be responsible for providing all necessary harvesting equipment and will maintain the same so that all harvesting will be timely accomplished. The First Party will be responsible for maintaining and repairing the sprinkling equipment, pumps and engines.

9. The Second Parties agree that they shall not allow any liens under the name or nature to attach to First Party's real and personal property any crops whether harvested or unharvested on the above described premises.

10. The First Party will be responsible for the payment of all taxes on his real and personal property the subject of this agreement and the Second Parties will be responsible for all taxes

due on his personal equipment. Any taxes on the crops grown and harvested pursuant to this agreement shall be shared equal between parties.

11. This agreement shall extend to March 31, 1977. One-half of any alfalfa hay harvested pursuant to the terms of this agreement not fed or sold prior to March 31, 1977, by the Second Parties and the other one-half of any such alfalfa hay shall belong to the First Party.

12. If either party should default in any of the covenants, conditions and agreements on his part to be performed, the party not in default may continue to carry out the terms of this agreement including any covenant, conditions and agreements concerning which the other party is in default or remains unperformed, and in such case the defaulting party shall forfeit any profits to him under the terms of this agreement as liquidated and stipulated damages.

13. The parties hereto agree that all harvested alfalfa or the proceeds from any sale thereof shall belong equally to the parties hereto. From the gross payment received as a result of any pasture agreement as above set forth the First Party shall be entitled to one-third of said gross proceeds and the Second Party two-thirds of said growth proceeds.

14. This agreement cannot be assigned by either of the parties hereto without the consent of the other first had and obtained.

15. In case above mentioned property should come up for sale, Parties of the Second Part have first right of refusal. Party of the First Part will not sell property to anyone else cheaper or on better terms than what Second Party can purchase for.

16. Subject to the foregoing paragraph limiting assignment, this agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF: the parties hereto have hereunto  
set their hands the date and year first above written.

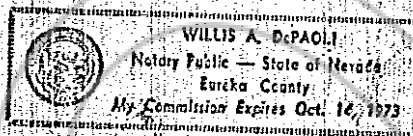
William Haney  
FIRST PARTY

William Earl Pollard  
SECOND PARTY

William Pletz  
SECOND PARTY

STATE OF NEVADA )  
                          ) ss.  
County of Eureka)

On this 18<sup>th</sup> day of August, 1971, personally appeared  
before me, a Notary Public, WILLIAM HANEY, WILLIAM EARL POLLARD  
AND WILLIAM PLETZ, who acknowledged that they executed the above  
instrument.



Willis A. DePaoli  
NOTARY PUBLIC

RECORDED AT THE REQUEST OF William Earl Pollard  
on Aug. 20, 1971, at 05 mins. past 10 A. M. in  
Book 40 of OFFICIAL RECORDS, page 126-129, RECORDS OF  
EUREKA COUNTY, NEVADA. Willis A. DePaoli Recorder.  
File # 54030 Fee \$ 6.00