

56113

STATE OF NEVADA,
COUNTY OF EUREKA.

I, Joan Shangle County Clerk and ex-officio Clerk of the Third Judicial District Court of the State of Nevada, Eureka County, do hereby certify that the annexed is a full, true and correct copy of Order In the Estate of D.F. Murphy, Sr. deceased as appears as of record and on file in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand officially and affixed the Seal of said Court, at my office in the town of Eureka, this 1st day of August, A. D. 1972.

Joan Shangle County Clerk,
And ex-officio Clerk of the District Court, Eureka County.

By _____, Deputy

BOOK 42 PAGE 470

1 IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
2 OF THE STATE OF NEVADA, IN AND FOR THE COUNTY OF EUREKA

3 No: 772

4 Filed: Aug 1, 1972

5 IN THE MATTER OF THE ESTATE OF)

6 D. F. MURPHY, SR.)

7 Deceased.)

Charles B. Evans, Jr.

575 Court St.

Elko, Nv.

Attorney for Petitioner

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9
10 ORDER FOR CONFIRMATION OF LEASE AND
11 AUTHORITY TO EXECUTE OPTION TO SELL

12 COMES NOW, BRUCE DUBOSE, Administrator C.T.A. of the
13 Estate of D.F. Murphy, Sr., Deceased, having on the 16th day of
14 June, 1972, presented to this court and filed herein, his petition
15 praying for an order for Confirmation of lease and authority to
16 execute option to sell certain real property belonging to said
17 Estate and hereinafter described; and the matter coming on
18 regularly to be heard on the 5th day of July, 1972, upon proof
19 to the satisfaction of this court of the due publication of the
20 Notice of Hearing as required by law; and no objections being
21 made to the granting of this order; and satisfactory proof being
22 made to the Court that it is for the best interest and to the
23 advantage of said Estate to make said lease and option to sell;

24 IT IS THEREFORE ORDERED that, BRUCE DUBOSE, as said
25 Administrator C.T.A. is authorized, empowered and directed to
26 execute said lease and option to sell that certain tract of land
27 belonging to said estate and described as follows:
28 ---

TOWNSHIP 21N, RANGE 53 E. MDB&M

Section 23: Sk

TOGETHER with all buildings and improvements of every nature, kind and description situate thereon.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

AND IT IS FURTHER ORDERED, that the terms of said Lease and option to sell shall be as further set out in copy of proposed lease and option to sell marked Exhibit A, attached hereto and made a part hereof by reference.

AND IT IS FURTHER ORDERED, that the Administrator C.T.A is authorized to execute said lease and option agreement and to execute such documents as is necessary to carry out the sale of the real and personal property in the event the option is exercised.

DATED: The 24 day of July, 1972.

DISTRICT JUDGE

"EXHIBIT A"

FARM LEASE & OPTION TO PURCHASE

This lease and agreement made and entered into the last date hereof by and between DELMA MURPHY KIBBE and DEWEY F. MURPHY, JR., independent executors under the Last Will and Testament of D. F. Murphy, Sr., deceased, pending in Probate Cause No. 1680, Terry County, Texas; and BRUCE DUBOSE, Administrator of the Estate of D. F. Murphy, Sr., deceased, pending as Probate Cause No. 772, Eureka County, Nevada, each acting in their respective capacity, together hereinafter referred to as "First Party" and JULIAN GOICOECHEA and his wife MADELEINE GOICOECHEA of P. O. Box 37, Eureka, Nevada, hereinafter referred to as "Second Party"

W I T N E S S E T H:

I. Property Rights. The First Party hereby leases to the Second Party, to occupy and use for agricultural and related purposes, the following described property, hereinafter referred to as the "farm" located in Eureka County, State of Nevada:

Township 21 North, Range 53 East, MDB.&M.

Section 23: S/2

and consisting of three-hundred twenty (320) acres, more or less, together with all buildings, improvements, two irrigation wells with pumps and gearheads, three (3) wheel move one-quarter mile sprinkler systems, two grain bins, approximately one-quarter mile of irrigation flow line pipe, and all rights thereto, except as specified below:

- 1.01 Right of Entry. The First Party reserves the right of himself, his agents, or his assigns to enter the farm at any reasonable time for purposes of consultation with Second Party, of making inspections, and of taking possession of the farm on expiration or termination of this lease agreement, subject to exercise of the option to purchase provided herein.

1.02 Transfer of Farm. If the First Party should sell or otherwise transfer title to the farm, same will be subject to the provisions of this lease and the option to purchase provided herein.

1.03 Right to Sublease. Without the previous written consent of the First Party, the Second Party or successors in interest shall not sublet the whole or any part of the demised premises.

1.04 Heirs and Successors. The terms of this lease and option to purchase shall be binding on the heirs, executors, administrators, successors and assigns of both First Party and Second Party in like manner as on the original parties.

1.05 Right to Lease. The First Party warrants that they have the right to lease the farm and grant said option to purchase; and will defend the Second Party's possession against any and all persons whomsoever.

1.06 Liens. The First Party shall not be liable for any labor or materials furnished or to be furnished to the Second Party upon credit and that no mechanics' or other liens for any such labor or materials shall attach to or affect the reversionary or other estate or interest of the First Party in and to the farm herein demised with the specific exception that the Second Party may attach liens on the irrigation motors placed on the premises.

1.07 Growing Crops. The Second Party shall have full right and title to all the growing crops presently located on the farm.

II. Land Use. This lease agreement shall be considered for all purposes as a cash rental lease and the following provisions shall apply:

2.01 Government Programs. Except as otherwise required by law, participation in government acreage allotments and bases, government programs in aid of agriculture, and any other government farm program shall be determined by the Second Party and First Party shall have no control or right to control over same; however, Second Party shall farm in such a manner as to preserve said allotments and bases.

2.02 Duties of Second Party. The Second Party covenants and agrees that he will occupy, plant, till and cultivate the said farm during the term hereof, with the crops and in the amount and rotation hereafter provided in a husband-like manner and according to modern methods of husbandry, as practiced in the vicinity, and to do or cause to be done all work and labor in connection therewith.

III. Improving and Maintaining the Farm. To improve the farm, conserve its resources, and maintain it in a high state of cultivation the two parties agree as follows:

- 3.01 General Maintenance. The Second Party shall maintain the farm during his/her tenancy in as good condition as at the beginning of this lease, normal wear and depreciation and damages from causes beyond the tenant's control excepted.
- 3.02 Good husbandry. The Second Party shall operate the farm in an efficient and husband-like way and will pasture cattle and do the plowing, seeding, cultivating and harvesting in a manner that will conserve the First Party's property.
- 3.03 Waste. The Second Party shall not commit waste on or damage to the farm and will use due care to prevent others from so doing.
- 3.04 Improvements. The second party shall make the installation of electric power to the two irrigation wells located on the premises and pay all costs therefore. Said improvements shall become the property of the First Party on expiration or termination of this lease. The Second Party shall install electric motors on each of the said irrigation wells and said party shall have the right to remove said electric motors on expiration or termination of the subject lease; however, it is agreed the parties will negotiate respecting the first party's purchase of same. All other improvements placed on the farm may be removed by Second Party on expiration of this lease except where the removal of same will cause substantial damage to the lease premises. The removal of said improvements shall be done prior to expiration of the subject lease or within a reasonable time after expiration or termination of same.
- 3.05 Maintenance of Improvements. The Second Party shall keep the buildings, fences, and other improvements including the said two irrigation wells and three sprinkler systems on the farm in as good repair and condition as they are when he/she takes possession, excepting ordinary wear and tear.
- 3.06 Noxious Weeds. The Second Party shall use dili-

gence to prevent noxious weeds from going to seed on the farm and shall treat said weed infestations in a manner common within the area.

- 3.07 Water Rights. The Second Party shall place water to beneficial use in a manner not contrary to the rules and regulations of the State Engineer. Second Party shall use and apply said irrigation water in accordance with the permits appurtenant to the leased premises and in a manner which shall preserve said water rights and licenses as they now exist during the term of this lease.

IV. Rental. In consideration of this lease agreement and the option to purchase stated hereinafter, the parties agree on the following sum and herein stated performances as consideration herefore:

- 4.01 Rental Rates. The Second Party agrees to pay First Party the sum of \$3,000.00 per year, in advance, as rental for a total sum of \$15,000.00 over the herein provided five (5) year term. The said rental shall be paid \$3,000.00 on the execution of this agreement and the sum of \$3,000.00 on the 1st day of April each year hereafter during the term hereof.

- 4.02 Expenses. As further consideration for this lease, the First Party shall pay all property taxes and assessments against the lease premises during the term hereof. It being specifically understood the Second Party shall pay all expenses in the operation and care of the subject lease premises and this lease shall be considered a net-net lease for all purposes. It being further understood the Second Party shall pay all sums presently due or hereinafter incurred for the provision of electrical power to the lease premises.

V. Term of Lease. The term of this lease and the tenancy provided for herein shall be as follows:

- 5.01 Term. The term of this lease shall be five (5) years from April 1, 1972 to March 31, 1977, and this lease and Second Party's right to tenancy shall terminate on said date and any holding over shall not be considered as an additional term or grant Second Party any additional rights.

- 5.02 Surrender of Possession. The party of the second part shall have a reasonable period of time on expiration of this lease term to remove property removable hereunder, but shall have no rights to or in the crops growing on the lease premises on expiration of this lease term.

VI. Tenant's Option To Purchase. The party of the first part hereby grants to the Second Party the option to purchase the leased property and improvements thereon above described at the time, for the consideration, and upon the terms and conditions hereinafter set forth.

6.01 Sales Price. The total consideration on exercise of this option shall be the sum of Forty-two Thousand Five-hundred and no/100ths Dollars (\$42,500.00); however, the second party shall receive credit against said total purchase price for the sum of all rentals paid in accordance with the herein lease according to paragraph 4.01 above. The said sum shall be payable in full on exercise of said option. The said option price shall be a net amount to First Party and all expenses in connection with transfer shall be paid by Second Party.

6.02 Option Date. The herein provided option shall extend from the date hereof until expiration or termination of the herein provided lease. The second party may exercise said option at any time during said period of time by depositing the said sum to the account of first party at the First National Bank of Nevada, Eureka Branch, where this agreement and related papers are held in escrow.

6.03 Documents of Title. Within a reasonable period of time after execution of this agreement, First Party shall deposit a properly and duly executed warranty deed perfecting title unto Second Party free and clear of any encumbrances and also the statutory change of ownership for the water rights perfecting same unto Second Party. Said documents shall be held in escrow by the First National Bank of Nevada, Eureka Branch, and released to Second Party on exercise of this option and full payment of the herein provided sales price.

6.04 Conditions. The right to exercise this option is conditioned on the faithful performance by Second Party of all the covenants, conditions and requirements of the herein lease and the payment by the Second Party of all rent and other special payments as provided in this lease to date of exercise of this option.

6.05 Miscellaneous. This option shall be a covenant running with the land described above, and no coveynance, transfer, or encumbrance of such land shall defeat or adversely affect this option. The Second Party shall have the right to assign this option and such option shall inure to the benefit of the representative successors and assigns of the Second Party.

VI. Miscellaneous.

- 7.01 Debts and Accidents. Each party agrees that the other party shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by, the other party.
- 7.02 Termination Upon Default. If either party clearly fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving written notice citing the instance of default and specifying a termination date of not less than thirty (30) days from the date of such notice, and it shall and may be lawful for the party of the first part, at the First Party's election, to declare said term ended and to re-enter the said farm, or any part thereof, either with or without process of law, to expel, remove, and put out, the Second Party, and to repossess and enjoy the said farm again as in its improved state.
- 7.03 Payment of Rental. With the exception of the first \$3,000.00 rental to be paid on execution of this agreement, all other rental payments due hereunder shall be paid to the above named escrow agent to be distributed as instructed which applies also to the said sales price when and if paid on exercise of the subject option to purchase.

WHEREOF the parties have executed this agreement this _____ day of April, 1972.

FIRST PARTY:

Delma Murphy Kibbe
Independent Co-Executrix
Estate of D.F. Murphy, Sr.

D.F. Murphy, Jr.
Independent Co-Executor
Estate of D.F. Murphy, Sr.

LUCE JARROSC
Administrator of the Estate of
D.F. Murphy, Sr.

SECOND PARTY:

Julian Goicoechea
Julian Goicoechea

Madeleine Goicoechea
Madeleine Goicoechea

RECORDED AT THE REQUEST OF Angela Evans
on August 1, 1972, at 20 mins. past 4 P. M.
Book 42 of OFFICIAL RECORDS, page 470-478, RECORDS OF
EUREKA COUNTY, NEVADA. *Julius A. Stewart* Recorder
File No. 56113 Fee \$11.00