

57242

LEASE WITH OPTION TO BUY

THIS LEASE, is made and entered into this 1st day of APRIL, 1973, at Eureka, Nevada, by and between MADGE E. WATERS, of Eureka, Nevada, hereinafter called Lessor, and CLEONE E.W. KADE, of Eureka, Nevada, hereinafter called Lessee.

LESSOR, in consideration of the rents and agreements to be paid and performed by Lessee, does lease to Lessee, those premises situated in Eureka County, State of Nevada, commonly known as the "COUNTRY CLUB", for the purpose of conducting therein a bar and hotel business. The leased premises are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Said Lease shall be for the term of three (3) years, commencing on the 1st day of APRIL, 1973, and ending on the 31st day of MARCH, 1976, for the total rent of NINE THOUSAND NINE HUNDRED and no/100, (\$9,900.00), DOLLARS, payable as follows:

- A. The sum of \$275.00 payable each and every month. The first month and the last two months are payable upon execution of this agreement; and the sum of \$275.00 payable on the 1st day of each month commencing with the 1st day of APRIL, 1973.
- B. The sum of \$175.00 shall be due and payable upon execution of this agreement as and for a cleaning deposit. Said deposit to be returned to Lessee upon termination of this Lease if premises are satisfactorily maintained or in the event of exercise of the option to buy as hereinafter described then said sum to be credited upon the purchase price.

LESSEE does hire said premises from Lessor, for said term and at said rental, and does agree with Lessor as follows:

- A. Lessee shall not commit or permit to be committed any waste upon the premises. Lessee shall not use the premises, or any part thereof, for any purpose other than the purpose or purposes for which said premises are leased. Lessee shall observe and use the premises in accordance with all Municipal, County, State and Federal laws, regulations, ordinances and statutes now in force, or which may hereafter be in force.
- B. Lessee shall pay for all water, heat, gas, light, power, rubbish removal, landscape maintenance, and all other utilities supplied to the premises.
- C. The premises, and every part thereof, are at the date hereof in good order, condition and repair. Lessee shall, without obligation to Lessor, keep and maintain the premises, and every part thereof, including windows and doors, but excluding the roof, in good and sanitary order, condition and repair, reasonable wear and tear excepted. Lessor shall be responsible for cost of maintenance on the roof. Lessee will immediately notify Lessor of any damage or needed repair to the roof and, if required, shall insure that such repair work as is required to preserve the premises is done.
- D. Lessee shall not make, or permit to be made, any additions or alterations of the premises, without written consent of Lessor, and any additions to or alterations of said premises, when permitted to be made, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to Lessor, and shall not be removed by Lessee at the end of her occupancy, or otherwise, except upon written consent of Lessor.
- E. Lessee shall permit Lessor and Lessor's agents to enter into and upon the premises at all reasonable times for the purpose of inspecting the same, or for the purpose of making reasonable repairs; alterations or additions to any portion of said premises which Lessor may see fit to make.
- F. Lessee shall pay Rent to Lessor at the above address of Lessor, or at such other place as may be designated from time to time by Lessor, at the times provided as aforesaid, without deduction or delay; in the event of failure of Lessee to do so, or in the event of a breach of any other condition or agreement by Lessee, it shall be lawful for Lessor, after giving to Lessee a three day written notice of default, and after failure by Lessee within said three days to remedy or cure said default, and after the lapse of said three days, to re-enter the premises, and every part thereof, and to remove all persons and property therefrom and to repossess said premises. Any such re-entry or repossession, or any notice served in connection

therewith, shall not operate to release Lessee from any obligations under this lease.

If Lessee shall be in default in performance of any condition or agreement, or shall abandon or vacate the premises, Lessor shall also have the right, after giving said three day written notice of default, and after failure by Lessee within said three days to remedy or cure said default, and after the lapse of said three days, to re-let said premises, or any portion thereof, for such rent and upon such terms as Lessor may see fit. Lessee shall pay the expenses of such re-letting, including any and all real estate brokers' commissions.

All remedies herein given Lessor shall be cumulative and in addition to any other legal and equitable rights which Lessor may have, and if Lessor institutes legal action to collect the total or balance of the rent hereby reserved, the filing of such action prior to expiration of the full leasehold term shall not be deemed premature as a matter of law irrespective of whether Lessor has retaken possession and re-let the premises for her own account or for the account of Lessee.

- G. Lessee shall not assign this lease, or any interest therein, and shall not lease or sublet the premises, or any part thereof, or any right or privilege appurtenant thereto, or mortgage or hypothecate the leasehold, without the written consent of Lessor. A consent to one assignment, subletting or hypothecation shall not be construed as a consent to any subsequent assignment, subletting or hypothecation. Unless such written consent has been had and obtained, any assignment or transfer of this lease, or of any interest therein, or any subletting, or hypothecation, either by voluntary or involuntary act of Lessee, or by operation of law, or otherwise, may be deemed a breach of lease by Lessee at Lessor's election; and any such purported assignment, transfer, subletting or hypothecation without such consent, may be deemed by Lessor to be null and void. Lessor's consent to any such assignment, transfer, subletting or hypothecation shall not relieve Lessee from any obligation under this lease.
- H. Lessee assumes all risk of injury or damage to all persons and property including, but not limited to, all property of Lessee and Lessor, in or about the premises, and Lessee shall hold Lessor harmless for any such damage or injury; except that Lessee shall not be liable to Lessor for damage or injury to Lessor's property caused by accidental fire, earthquake, other acts of GOD or Lessor's negligent conduct.

- I. Holding over after the expiration of the term, or any oral extension thereof with the consent of Lessor, shall be a tenancy from month to month at a minimum monthly rental of TWO HUNDRED SEVENTY FIVE DOLLARS, (\$275.00).
- J. If legal action be brought in a court of competent jurisdiction by either Lessor, Lessee, or Agent, because of the breach of any condition or agreement herein contained on the part of Lessor or Lessee, the prevailing party shall be awarded a reasonable attorney's fee to be fixed by court.
- K. Waiver by Lessor of any breach of any condition or agreement of this lease by Lessee shall not be deemed to be a waiver of any subsequent breach of the same or any other condition or agreement by Lessee.
- L. The conditions and agreements herein contained shall, subject to the provisions of paragraph G, apply to and bind the heirs, executors, administrators and successors in interest of the parties hereto.
- M. Lessee shall have the option to purchase the premises for a total purchase price of THIRTY THOUSAND DOLLARS, (\$30,000.00). Rent paid shall be credited towards the purchase price. Terms shall be CASH to Seller or, in the alternative, the balance shall be secured by a Note, Deed of Trust, and other security agreements, and the balance of any amounts due shall be payable at the rate of SEVEN THOUSAND DOLLARS, (\$7,000.00), per year, said payment to be on principal. Interest shall be computed upon the unpaid balance at the rate of seven per cent (7%) per annum, and interest payments shall be due and payable annually. This option shall be deemed a continuing offer on the part of Lessor and may be exercised at any time within the three (3) year lease period, unless sooner revoked by Lessor.

The rent reserved under this lease is for a three (3) year period notwithstanding the privilege of paying said rent on a monthly basis. Upon exercise of this option, and upon payment in full, Lessor will deliver good and sufficient title to the real property, buildings, trailers and fixtures.

In the event Lessee, or her agents or employees, shall do anything that would cause the existing licenses to be revoked, or for the premises to be closed, then Lessee shall be responsible for the total rent due under this lease for the full term.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first hereinabove written.

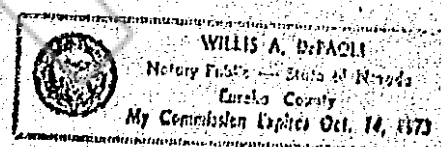
Madge E. Waters
MADGE E. WATERS
Lessor

Cleone E. W. Kade
CLEONE E. W. KADE
Lessee

STATE OF NEVADA,)
SS
COUNTY OF EUREKA.)

On April 5, 1973, personally appeared before me, a Notary Public, MADGE E. WATERS, who acknowledged that she executed the above instrument.

Willis A. DeFaci
NOTARY PUBLIC



STATE OF NEVADA,)
SS
COUNTY OF EUREKA.)

On April 5, 1973, personally appeared before me, a Notary Public, CLEONE E. W. KADE, who acknowledged to me that she executed the above instrument.

Willis A. DeFaci
NOTARY PUBLIC

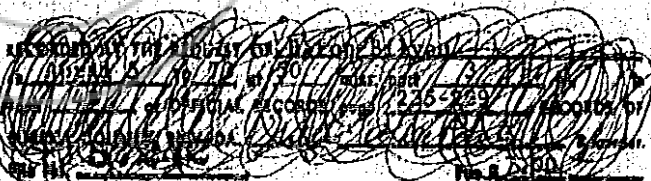
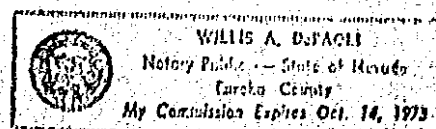


Exhibit "A"

Lots 1 thru 11 in Block 50 and all of Block 49,
in the Town of Eureka, County of Eureka, State
of Nevada and recorded in the Official Records
of the County Recorder of the County of Eureka,
State of Nevada.

TOGETHER with all buildings and improvements
situate thereon.

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

RECORDED AT THE REQUEST OF Byron Bilyau
on April 5, 1973, at 30 mins past 3 P. M. \$
Book 45 of OFFICIAL RECORDS, page 235-240 RECORDS OF
EUREKA COUNTY, NEVADA. William A. Bilyau Register
File No. 57242 Fee \$ 8.00