

137880

(6002318-000,60)  
(5002771)

SEVERANCE AGREEMENT

WHEREAS, the undersigned hold certain interests in the below described real property; and

H.  
WHEREAS, Daniel Russell, ("Lessee"), has entered into that certain Lease Agreement dated JULY 24, 1991 with Farm Credit Leasing Services Corporation ("FCL") ["Lease"] for the lease of certain structures and/or equipment described below or on the attached sheet(s) (the "Equipment"):

- S/N: L39448, L39449, L39373
- 2- Model G2 7 tower Lindsay Zimmatic Sprinkler systems w/Nelson rotator sprinkler heads S/N- L39448 and L39449
  - 1- Model G2 7 tower Lindsay Zimmatic Sprinkling System W/Nelson Spray III Heads

All 3 Systems are 1310' Long, 6 5/8" pipe, galvanized, 14.9 x 24 wheels & tires, Drop pipe Auto restart, auto shutdown, low temp and low pressure shut off

WHEREAS, Lessee represents and warrants that the Equipment is located at White Pine County and Eureka County, State of Nevada which real property is more fully described below or on the attached sheet(s) (the "Property"):

See Attachment "A"

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto from the making of such Lease the undersigned hereby agree with FCL that:

1. The Equipment shall remain severed from the Property; and
2. Even if attached to the Property, the Equipment shall retain its personal character, shall be removable from the Property, shall be treated as personal property with respect to the rights of the parties, and shall not become fixtures or a part of the Property; and
3. Title and ownership of the Equipment shall remain with FCL; and
4. The Equipment shall not be subject to the lien of any secured transaction or instrument heretofore or hereafter arising against the Property or any other structure to which it is placed; and
5. FCL, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Equipment without further notice to, or further permission of, charge for, or obligation to, the undersigned, and in the event of default by Lessee in the payment or performance of any of Lessee's obligations and liabilities to FCL, FCL may

PLEASE RETURN TO: FARM CREDIT LEASING SERVICES CORPORATION  
ATTN: LEASE DEPARTMENT  
EQUIPMENT SERVICE GROUP  
10 SECURITY SQUARE  
MINNEAPOLIS, MN 55413

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remove the Equipment or any part thereof from the Property without objection, delay, hindrance or interference by the undersigned and in such case the undersigned will make no claim or demand whatsoever against the Equipment. In the event of any such default by Lessee, at FCL's option, the Equipment may remain upon the Property free of rent or any charge for use and occupancy for a period not exceeding three (3) months after the receipt by FCL of written notice from the undersigned directing removal. FCL shall repair damage to the Property caused by FCL's removal of the Equipment; and

6. The Equipment may remain on the Property without charge for the duration of the Lease and for a reasonable time thereafter, in order that FCL may remove the Equipment; and
7. FCL may agree with Lessee, without affecting the validity of this Agreement, to extend, amend or in any way modify the terms of payment or performance of any of Lessee's obligations and liabilities to FCL, without the consent and without giving notice thereof to the undersigned.

All of the undersigned agree that FCL may sell, transfer, convey, or assign its interest in the Lease to any other persons or entities and that the terms of this Severance Agreement will remain fully valid and in effect and binding upon the undersigned for the benefit of the above referenced persons or parties.

This Severance Agreement binds all of the undersigned, their (its) heirs, personal representatives, successors and assigns and shall inure to the benefit of FCL, its successors and assigns.

SIGNATURES

DATE SIGNED

Owner(s) of Real Estate \_\_\_\_\_

\_\_\_\_\_

Owner(s) of Real Estate \_\_\_\_\_

\_\_\_\_\_

Mortgagee \_\_\_\_\_

\_\_\_\_\_

Mortgagee \_\_\_\_\_

\_\_\_\_\_

Lessee of Real Estate \_\_\_\_\_

\_\_\_\_\_

Lessee of Real Estate  
THE TRAVELERS INSURANCE COMPANY

\_\_\_\_\_

Lienholder *Samuel J. Kinnel*  
Assistant Director

July 19, 1991

Lienholder \_\_\_\_\_

\_\_\_\_\_

Lessee \_\_\_\_\_

\_\_\_\_\_

Lessee \_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
before me, a Notary Public, personally appeared \_\_\_\_\_

to me known to be the person \_\_\_\_\_ described in and who executed  
the foregoing instrument, and acknowledge to me that \_\_\_\_\_ he \_\_\_\_\_  
executed the same as \_\_\_\_\_ free act and deed.

(SEAL)  
My Commission expires \_\_\_\_\_, 19\_\_\_\_

Notary Public \_\_\_\_\_ County,  
State of \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
before me, a Notary Public, personally appeared \_\_\_\_\_  
to me known to be the person \_\_\_\_\_ described in and who executed  
the foregoing instrument, and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_  
executed the same as \_\_\_\_\_ free act and deed.

(SEAL)  
My Commission expires \_\_\_\_\_ Notary Public \_\_\_\_\_ County,  
\_\_\_\_\_, 19\_\_\_\_ State of \_\_\_\_\_

STATE OF CONNECTICUT )  
 ) ss. Farmington  
COUNTY OF HARTFORD )

On this 19th day of July, 1991,  
before me, a Notary Public, personally appeared \_\_\_\_\_  
Gregory F. Lynch to me personally known to  
be the Assistant Director of The Travelers Insurance Company  
a corporation, and to me personally known to be the person who  
executed the foregoing instrument, who, being duly sworn, did  
say that he is such officer of said corporation and that said  
instrument was executed on behalf of said corporation as its  
free act and deed.

(SEAL) Debora K. Myers Debora K. Myers  
My Commission expires \_\_\_\_\_ Notary Public Hartford County,  
March 31, 1996 State of Connecticut

**SIGNATURES**

**DATE SIGNED**

Owner(s) of Real Estate \_\_\_\_\_

\_\_\_\_\_

Owner(s) of Real Estate \_\_\_\_\_

\_\_\_\_\_

Mortgagee \_\_\_\_\_

\_\_\_\_\_

SANWA BANK CALIFORNIA  
*Thomas D. Bolin*  
Mortgagee Thomas D. Bolin, V.P. & Mgr.

July 17, 1991

Lessee of Real Estate \_\_\_\_\_

\_\_\_\_\_

Lessee of Real Estate \_\_\_\_\_

\_\_\_\_\_

Lienholder \_\_\_\_\_

\_\_\_\_\_

Lienholder \_\_\_\_\_

\_\_\_\_\_

Lessee \_\_\_\_\_

\_\_\_\_\_

Lessee \_\_\_\_\_

\_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

NO. 202

State of California }  
County of Sacramento } ss.

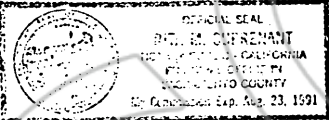
On this the 17th day of July, 1991, before me,

Rita N. Suprenant

the undersigned Notary Public, personally appeared

Thomas D. Bolin

personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument as  
V. P. & Manager or on behalf of the corporation therein  
named, and acknowledged to me that the corporation executed it.  
WITNESS my hand and official seal.



*Rita N. Suprenant*  
Notary's Signature

720-122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd • P.O. Box 4825 • Woodland Hills, CA 91364



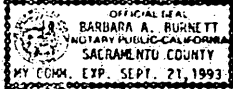
STATE OF California )  
 ) ss.  
COUNTY OF Sacramento )

On this 9th day of July, 1991,  
before me, a Notary Public, personally appeared \_\_\_\_\_  
Roberta A. Russell  
to me known to be the person \_\_\_\_\_ described in and who executed  
the foregoing instrument, and acknowledged to me that she  
executed the same as her free act and deed.

(SEAL)

My Commission expires  
September 21, 1993

Barbara A. Burnett  
Notary Public Sacramento County,  
State of California



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
before me, a Notary Public, personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me personally known to  
be the \_\_\_\_\_ of \_\_\_\_\_,  
a corporation, and to me personally known to be the person who  
executed the foregoing instrument, who, being duly sworn, did  
say that he is such officer of said corporation and that said  
instrument was executed on behalf of said corporation as its  
free act and deed.

(SEAL)

My Commission expires  
\_\_\_\_\_, 19\_\_\_\_

Notary Public \_\_\_\_\_ County,  
State of \_\_\_\_\_

(6002318-000,60)  
(5002771)

EXHIBIT "A"

All that real property situate in the County of Eureka, State of Nevada,  
described as follows:

PARCEL 1

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.  
Section 20: West 1/2

EXCEPTING THEREFROM that portion thereof conveyed to CORPORATION OF THE  
PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, A  
UTAH CORPORATION SOLE, in Deed recorded September 7, 1964, in Book 127,  
Page 467, as Document No. 95671, Official Records.

Section 29: North 1/2.

PARCEL 2

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.  
Section 20: East 1/2.

EXCEPTING THEREFROM, all potassium, oil and gas as reserved in Patent dated  
March 13, 1963, executed by UNITED STATES OF AMERICA to JAMES J. KAHLE rec-  
orded May 3, 1963, in Book 26, of Deeds at Page 426, Eureka County, Nevada,  
Records.

PARCEL 3

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.  
Section 22: East 1/2  
Section 27: East 1/2

EXCEPTING THEREFROM, all the oil, gas, potash and sodium as reserved in  
Patents executed by UNITED STATES OF AMERICA to THOMAS H. GALLAGHER and  
JOHN E. BONDS, recorded April 9, 1964, in Book 3 of Official Records at  
Page 555, and December 30, 1964, in Book 6, of Official Records at Page  
348, Eureka County, Nevada.

PARCEL 4

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.  
Section 28: All

EXCEPTING THEREFROM, all the oil and gas as reserved in Patents executed by  
UNITED STATES OF AMERICA to DOROTHY S. GALLAGHER and MILLIE S. SENELL, rec-  
orded December 30, 1964, in Book 6 of Official Records at Pages 349 and 350,  
Eureka County, Nevada, Records.

DANIEL H. RUSSELL

FARM CREDIT LEASING SERVICES CORPORATION



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RECORDED AT THE OFFICE OF

*Farm Credit*

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*leasing*

EUREKA COUNTY CLERK  
M.N. KEELEIGH, REGISTER  
FILE NO. FEE \$13.00

13788L

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