

140736

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APPLICATION FOR AGRICULTURAL USE ASSESSMENT

THIS PROPERTY MAY BE SUBJECT TO LIENS FOR UNDETERMINED AMOUNTS
(PLEASE READ CAREFULLY THE ATTACHED INFORMATION AND INSTRUCTION SHEET)

EUREKA COUNTY
J. P. ITHURRALDE, ASSESSOR

Note: If necessary, attach extra pages.

Pursuant to Nevada Revised Statutes, Chapter 361.A (I) (We),

ELSIE M. GROSCH APN 07-210-15

(Please print or type the name of each owner of record or his representative)

hereby make application to be granted, on the below described agricultural land, an assessment based upon the agricultural use of this land.

(I) (We) understand that if this application is approved, it will be recorded and become a public record.

This agricultural land consists of 320 acres, is located in Eureka County, Nevada and is described as APN 07-210-15

(Assessor's Parcel Number(s))

Legal description NW 1/4 and the N 1/4 SW 1/4 and lots 1 and 2 in Section 35 T-21-N: R-53-E
ALL EAST OF THE MDBN(I) (We) certify that the gross income from agricultural use of the land during the preceding calendar year was \$5,000 or more. Yes x No . If yes, attach proof of income. Contract was submitted earlier.

(I) (We) have owned the land since

June 16, 1961(I) (We) have used it for agricultural purposes since its purchase. The agricultural use of the land presently is (i.e. grazing, pasture, cultivated, dairy, etc.)Was the property previously assessed as agricultural yes. If so, when

(I) (We) hereby certify that the foregoing information submitted is true, accurate and complete to the best of (my) (our) knowledge. (I) (We) understand that if this application is approved, this property may be subject to liens for undetermined amounts. (I) (We) understand that if any portion of this land is converted to a higher use, it is our responsibility to notify the assessor in writing within 30 days. (Each owner of record or his authorized representative must sign. Representative must indicate for whom he is signing, in what capacity and under what authority.) Please print name under each signature.

Signature of Applicant or Agent

Elsie M. Grosch

Date

4-28-92

Address

P.O. Box 591

Phone Number

(402) 564-9666

Signature of Applicant or Agent

Date

Address

Phone Number

Signature of Applicant or Agent

Date

Address

Phone Number

CASH FARM LEASE

FARM NAME: ELSIE GROSCH
NO. NEVADA PROPERTY

THIS LEASE IS ENTERED INTO THIS 1ST DAY OF MARCH, 1991,
BETWEEN ELSIE GROSCH, LESSOR, % OAKTREE TRUST CO., BOX 497
COLUMBUS NE. 68601, AND RICHARD KEPHART, TENANT, OF HC62
BOX 28, DIAMOND VALLEY ROUTE, EUREKA, NEVADA 89316.

A. TERM OF LEASE

1. THIS LEASE SHALL BEGIN ON THE 1ST DAY OF MARCH 1991,
OR AS SOON THEREAFTER AS THE PRESENT TENANT OR TENANTS
OCCUPYING SAID PREMISES SHALL GIVE POSSESSIONS, AND SHALL
END ON THE 28TH DAY OF FEB 1997. WITHOUT NOTICE OF ANY
KIND.

2. OCCUPANCY AND POSSESSION -- THE TENANT AGREES THAT HE
OR HIS AGENT WILL POSSESS AND OCCUPY THE FARM CONTINUOUSLY
DURING THE TERM OF THE LEASE, AND TO SURRENDER POSSESSION
AND OCCUPANCY OF THE PREMISES PEACEABLY AT THE TERMINATION
OF THE LEASE. THE TENANT SHALL HAVE NO RIGHT WHATSOEVER
TO HOLD OVER AT THE END OF THE LEASE TERM.

B. PROPERTY RIGHTS

1. OWNER HEREBY LEASES TO THE TENANT, TO OCCUPY AND USE
FOR AGRICULTURAL AND RELATED PURPOSES, THE FOLLOWING
DESCRIBED PROPERTY, HEREAFTER REFERRED TO AS THE "FARM"
LOCATED IN DIAMOND VALLEY NEVADA AND FURTHER DESCRIBED
AS:

THE NW1/4 AND THE N1/2SW1/4 AND LOTS 1 & 2 IN SECTION
35: T-21-N: R-53-E: ALL EAST OF THE MDBM. PARCEL
07-210-15

TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS THEREON AND
ALL RIGHTS THERETO EXCEPT AS SPECIFIED BELOW.

2. RESERVATION OF LAND AND BUILDINGS -- THE OWNER
RESERVES THE RIGHT TO USE THE FOLLOWING LAND AND
BUILDINGS: NA

3. RIGHT OF ENTRY -- THE OWNER RESERVES THE RIGHT OF
HIMSELF, HIS AGENTS, HIS EMPLOYEES, OR HIS ASSIGNS TO
ENTER THE FARM AT ANY TIME FOR PURPOSES OF CONSULTATION
WITH THE TENANT, MAKING REPAIRS, IMPROVEMENTS, OR MAKING
INSPECTIONS.

4. NO RIGHT TO SUBLEASE -- THE OWNER DOES NOT CONVEY TO
THE TENANT THE RIGHT TO LEASE OR SUBLET ANY PART OF THE
FARM OR TO ASSIGN THE LEASE TO ANY PERSON OR PERSONS
WHOMSOEVER, WITHOUT OWNER'S WRITTEN CONSENT.

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5. TRANSFER OF FARM -- IF THE OWNER SHOULD SELL OR OTHERWISE TRANSFER TITLE TO THE FARM, HE WILL DO SO SUBJECT TO THE PROVISIONS OF THIS LEASE.

6. HEIRS, SUCCESSORS AND AGENCY -- THIS DOCUMENT SHALL BE BINDING ON THE PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO AND SHALL INURE TO THE BENEFIT OF SUCH PERSONS LIKEWISE, BUT HIS LEASE MAY NOT BE ASSIGNED, OR THE PREMISES SUBLEASED, FOR THE PURPOSES OF COLLATERAL SECURITY OR OTHERWISE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE OWNER AND ANY ATTEMPTED ASSIGNMENT, SUBLEASE OR PLEDGE SHALL BE ENTIRELY INVALID AND VOID. ALL OF THE RIGHTS AND PRIVILEGES AND RESERVATIONS IN FAVOR OF OWNER MAY BE EXERCISABLE BY OAKTREE TRUST COMPANY OR THE PERSONAL REPRESENTATIVE OF THE OWNER.

7. EXISTING LEASES -- THIS LEASE IS SUBJECT TO, BUT NOT LIMITED TO, EXISTING LEASES OR CONTRACTS AND ALL TERMS, CONDITIONS, AND PROVISIONS THEREOF FOR THE REMOVAL OF NATURAL RESOURCES SUCH AS TIMBER, OIL, AND GAS, AND/OR MINERAL AND OWNER RESERVES THE RIGHT TO LEASE SAID PREMISES OR ANY PART THEREOF FOR PROSPECTING, FOR PRODUCING, SAVINGS AND MARKETING OIL, GAS OR OTHER MINERALS, AND TO MAKE SALES OF TIMER, GRAVEL AND OTHER NATURAL RESOURCES AND THE RIGHT OF INGRESS AND EGRESS CONSISTENT WITH SUCH PURPOSE.

C. RETURN AND EXPENSE SHARING

1. THE AGREED UPON RENTAL RATES AND OWNER'S EXPENSES ARE OUTLINED IN THE FOLLOWING TABLE. THE TENANT AGREES TO PAY AS RENT THE CASH AS NOTED AND TO BEAR ALL EXPENSES OF PRODUCTION TO INCLUDE ALL LABOR, MACHINERY AND EQUIPMENT COSTS.

CASH RENT SHALL BE PAID BY CHECK MADE PAYABLE TO:
ELSIE GROSCH (OWNER), AND MAILED TO OAKTREE TRUST
PO BOX 762, ONEILL, NEBRASKA 68763.

RENTS AND DUE DATES ARE AS FOLLOWS;

A: 1991:	\$5200.00	DUE AT SIGNING OF CONTRACT
B: 1992:	\$5200.00	DUE APRIL 1ST, 1992.
C: 1993:	\$5200.00	DUE APRIL 1ST, 1993. IF TENANT ESTABLISHES A ALFALFA STAND AND HAVESTS ALFALFA AS A CROP IN 1993 AN ADDITIONAL \$5200.00 WILL BE DUE SEPTEMBER 1ST 1993.
D: 1994:	\$10400.00	DUE APRIL 1ST, 1994.
E: 1995:	\$10400.00	DUE APRIL 1ST, 1995.
F: 1996:	\$10400.00	DUE APRIL 1ST, 1996.

UNPAID RENT AFTER ABOVE DATE (S) SHALL BEAR INTEREST AT 18% ANNUALLY.

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2. ADDITIONAL AGREEMENTS IN REGARD TO RENTAL RATES -- ALL CROPS OR OTHER SOURCES OF INCOME NOT ENUMERATED IN THIS AGREEMENT SHALL BE DIVIDED AS FOLLOWS: NA

3. RESTRICTION ON LIVESTOCK -- THE TENANT MAY KEEP ONLY SUCH LIVESTOCK ON THE PREMISIES AS APPROVED BY OWNER. IF LIVESTOCK IS KEPT ON THE PREMISES, TENANT SHALL NOT USE ANY OF THE OWNER'S SHARE OF THE CROPS AS FEED FOR TENANT'S LIVESTOCK.

D. IMPROVING, CONSERVING AND MAINTAINING THE FARM:

TO IMPROVE THE FARM, CONSERVE ITS RESOURCES AND MAINTAIN IT IN A HIGH STATE OF PRODUCTION AND REPAIR, THE TWO PARTIES AGREE AS FOLLOWS:

1. GENERAL MAINTENANCE -- THE TENANT WILL MAINTAIN THE FARM DURING HIS TENANCY IN AS GOOD CONDITION AS AT THE BEGINNING, NORMAL WEAR AND DEPRECIATION AND DAMAGES FROM CAUSES BEYOND THE TENANT'S CONTROL EXCEPTED.

2. GOOD HUSBANDRY -- THE TENANT WILL OPERATE THE FARM IN AN EFFICIENT AND HUSBANDLIKE WAY, USING CULTURAL PRACTICES AND OPERATIONS THAT WILL CONSERVE THE OWNER'S PROPERTY.

3. CROPPING PRACTICES -- THE TENANT WILL NOT, WITHOUT CONSENT OF THE OWNER (A) PLOW PERMANENT PASTURE, ESTABLISHED ALFALFA OR MEADOWLAND, (B) CUT LIVE TREES FOR SALE OR PERSONAL USES, BUT WILL TAKE FOR FUEL OR USE ON THE FARM ONLY DEAD OR UNMARKETABLE TIMBER DESIGNATED BY THE OWNER (C) ALLOW NO LIVESTOCK ON STALKFIELDS OR STUBBLEFIELDS, (D) BURN OR REMOVE CORNSTALKS, STRAW, OR OTHER CROP RESIDUES GROWN ON THE FARM.

4. LIVESTOCK PRACTICES -- NO LIVESTOCK ALLOWED ON THE PROPERTY.

5. MANURE AND CROP RESIDUE -- IF APPLICABLE, THE TENANT WILL SPREAD THE MANURE, STRAW, OR OTHER CROP RESIDUES ON THE FARM AS SOON AS PRACTICABLE ON FIELDS AGREED UPON BY THE TWO PARTIES.

6. PASTURING -- THE TENANT WILL ALLOW NO GRAZING OF FIELDS BY STOCK ON THE LEASED PROPERTY.

7. WASTE -- THE TENANT WILL NOT COMMIT WASTE ON OR DAMAGE TO THE FARM AND WILL USE DUE CARE TO PREVENT OTHERS FROM SO DOING.

8. FIRE PROTECTION -- THE TENANT WILL NOT, WITHOUT WRITTEN CONSENT OF THE OWNER, HOUSE, AUTOMOBILES, MOTORTRUCKS, OR TRACTORS IN BARNs, OR OTHERWISE VIOLATE RESTRICTIONS IN THE OWNER'S INSURANCE POLICY.

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9. NOXIOUS WEEDS -- THE TENANT SHALL ALLOW NO NOXIOUS WEEDS TO GO TO SEED ON THE FARM AND WILL DESTROY THE SAME, AND WILL KEEP THE WEEDS AND GRASS CUT OR SPRAYED ON THE FIELDS, FARMSTEAD, ROADSIDES, AND FENCE ROWS.

10. MAINTENANCE OF IMPROVEMENTS -- THE TENANT WILL KEEP THE BUILDINGS, FENCES, AND OTHER IMPROVEMENTS ON THE FARM IN AS GOOD REPAIR AND CONDITION AS THEY ARE WHEN HE TAKES POSSESSION, AND IN AS GOOD REPAIR AND CONDITION AS THEY MAY BE PUT DURING THE TERM OF THE LEASE, ORDINARY DESTRUCTION EXCEPTED. TENANT SHALL ALSO BE RESPONSIBLE FOR ALL WINTERIZATION OF IRRIGATION EQUIPMENT, BUILDINGS OR OTHER IMPROVEMENTS, AND SHALL BE RESPONSIBLE FOR ALL DAMAGES RESULTING FROM FAILURE TO PROPERLY WINTERIZE.

11. MATERIALS AND LABOR -- TENANT WILL SUPPLY ALL PARTS AND LABOR FOR REPAIR OF ALL IRRIGATION COMPONENTS INCLUDING WELLS, PUMPS, GEARHEADS, MOTORS, GENERATORS, AND PIVOTS. TENANT SHALL NOTIFY OWNER OF ANY MAJOR IRRIGATION EQUIPMENT FAILURE. THE TENANT WILL SUPPLY LABOR AND/OR MILEAGE TO INSTALL OR REPLACE MINOR REPAIR PARTS IF HE ELECTS TO CALL A SERVICE TECHNICIAN. ALL REPAIRS AND IMPROVEMENTS BECOME THE PROPERTY OF THE PROPERTY OWNER AT THE TIME OF INSTALLATION. TENANT AGREES TO SERVICE ALL IRRIGATION EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, AND TO WINTERIZE ALL EQUIPMENT TO AVOID ANY DAMAGE DURING THE WINTER PERIOD. FAILURE TO SERVICE OR WINTERIZE PROPERLY SHALL CONSTITUTE NEGLIGENCE ON THE PART OF THE TENANT. THE TENANT AGREES TO PROVIDE, AT TENANT'S EXPENSE, ANY COST OF LABOR OR MATERIALS NEEDED TO REPAIR EQUIPMENT THAT IS DAMAGED AS A RESULT OF TENANT'S NEGLIGENCE.

12. ADD IMPROVEMENTS -- THE OWNER SHALL IN NO WAY BE LIABLE FOR CLAIMS RESULTING FROM DAMAGE BY THE ELEMENTS OR OTHERWISE, TO ANY OF THE IMPROVEMENTS, NOR FOR ANY LOSS OR DAMAGE WHILE IMPROVEMENTS ARE UNDER CONSTRUCTION OR REPAIR; NOR FOR ANY FAILURE TO REPAIR OR ALTER OR REPLACE ANY BUILDINGS OR IMPROVEMENTS. NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, IS MADE BY OWNER FOR A CONTINUOUS AND ADEQUATE IRRIGATION, DOMESTIC AND LIVESTOCK WATER SUPPLY.

13. CONSERVATION PRACTICES -- THE TENANT WILL CONTROL SOIL EROSION AS COMPLETELY AS PRACTICABLE BY STRIPCROPPING AND CONTOURING IF APPLICABLE AND BY FILLING IN OR OTHERWISE CONTROLLING SMALL WASHES OR DITCHES THAT MAY FORM. TENANT SHALL PLANT A COVER CROP, UPON REQUIREMENT OF OWNER, UPON HARVEST OF ANY CROP WHICH DOES NOT PROVIDE ADEQUATE RESIDUE FOR EROSION CONTROL (SUCH AS DRY EDIBLE BEANS, SOYBEANS, ETC.). TENANT SHALL HAVE NO RIGHT TO CARRY OVER OR HARVEST THIS COVER CROP, WHICH CROP SHALL BE FOR EROSION CONTROL ONLY. TENANT WILL CONTROL ALL RODENTS AND AT THE CONCLUSION OF THIS LEASE WILL LEAVE THE PROPERTY RODENT FREE.

14. CONSERVATION STRUCTURES -- THE TENANT WILL KEEP IN GOOD REPAIR ALL TERRACES, UPON DITCHES, AND INLETS AND OUTLETS OF TILE DRAINS, PRESERVE ALL ESTABLISHED WATERCOURSES OR DITCHES INCLUDING GRASS WATERWAYS.

15. EXPENSES FOR IMPROVEMENTS AND SPECIAL PRACTICES -- THE PARTIES WILL CARRY OUT SPECIAL PRACTICES AND MAKE OTHER IMPROVEMENTS, AND WILL SHARE CONTRIBUTIONS BUT NOT COSTS NECESSARY FOR COMPLETION OF SUCH PRACTICES AND IMPROVEMENTS AS SET FORTH IN THE TABLE UNDER ITEM 16. IF TENANCY IS TERMINATED BEFORE AN IMPROVEMENT IS USED UP OR DEPRECIATED, THE IMPROVEMENT WILL BECOME THE PROPERTY OF THE OWNER.

16. TABLE OF EXPENSES OF IMPROVEMENTS AND SPECIAL PRACTICES: NA

17. REMOVABLE IMPROVEMENTS -- THE TENANT IS NOT TO PURCHASE ANY MATERIALS OR INCUR ANY EXPENSES FOR THE ACCOUNT OF THE OWNER WITHOUT HIS APPROVAL. MINOR IMPROVEMENTS OF A TEMPORARY OR REMOVABLE NATURE, NOT PROVIDED FOR IN ITEM 16 OF THIS SECTION, WHICH DO NOT MAR THE CONDITION OR APPEARANCE OF THE FARM MAY BE MADE BY THE TENANT AT HIS OWN EXPENSE. THE TENANT WILL NOT REMOVE SUCH IMPROVEMENTS, OR MAKE A CLAIM FOR LABOR OR MATERIALS AT ANY TIME UNLESS OWNER HAS GIVEN WRITTEN PERMISSION AT A PREVIOUS DATE.

18. COMPENSATION FOR DAMAGES -- WHEN THE TENANT LEAVES THE FARM, HE WILL PAY THE OWNER REASONABLE COMPENSATION FOR ANY DAMAGE TO THE FARM FOR WHICH THE TENANT IS RESPONSIBLE, EXCEPT ORDINARY WEAR AND DEPRECIATION AND DAMAGES BEYOND THE TENANT'S CONTROL.

19. IMPROVEMENTS -- NO ALTERATIONS, ADDITIONS, IMPROVEMENTS, SPECIAL PRACTICES, OR CONSERVATION STRUCTURES SHALL BE MADE OR ENGAGED IN BY THE TENANT WITHOUT THE EXPRESS WRITTEN CONSENT OF THE OWNER.

20. CHEMICAL APPLICATION -- THE TENANT AGREES TO ABIDE BY ALL STATE AND FEDERAL LAWS CONCERNING APPLICATION OF CHEMICALS AND FERTILIZERS. SPECIFICALLY, TENANT SHALL BE RESPONSIBLE TO INSTALL AND MAINTAIN SAFETY CHECK VALVES FOR INJECTION OF ANY CHEMICALS/FERTILIZERS INTO ANY IRRIGATION SYSTEM (INJECTION VALVE ONLY, NOT MAIN WELL CHECK VALVE). TENANT SHALL EMPLOY ALL MEANS APPROPRIATE TO INSURE THAT WELL OR GROUND WATER CONTAMINATION DOES NOT OCCUR, AND SHALL BE RESPONSIBLE TO FOLLOW ALL APPLICATORS LICENSING REQUIREMENTS. TENANT SHALL BE LEGALLY AND FINANCIALLY RESPONSIBLE FOR ALL CHEMICAL/FERTILIZER PROBLEMS THAT ARISE FROM HIS NEGLIGENCE. TENANT SHALL INSURE THAT FIELDS ARE PROPERLY POSTED WHENEVER CHEMICALS ARE APPLIED BY GROUND OR AIR (THAT REQUIRE POSTING).

E. MISCELLANEOUS PROVISIONS

1. NO PARTNERSHIP CREATED -- THIS LEASE SHALL NOT BE DEEMED TO GIVE RISE TO A PARTNERSHIP RELATION, AND NEITHER PARTY SHALL HAVE AUTHORITY TO OBLIGATE THE OTHER WITHOUT WRITTEN CONSENT, EXCEPT AS SPECIFICALLY PROVIDED IN THIS LEASE.

2. DEBTS AND ACCIDENTS -- TENANT AGREES TO PAY HIS ALL UTILITY BILLS, WHETHER FOR IRRIGATION OR OTHERWISE. TENANT ALSO AGREES TO DISCHARGE ANY MECHANIC OR LABOR LIENS OR ANY OTHER LIENS WHICH MAY BE FILED AGAINST THE LEASED PREMISES, AND TO DISCHARGE SUCH LIENS AT HIS OWN COSTS. FAILURE OF TENANT TO PAY UTILITY BILLS OR DISCHARGE LIENS SHALL BE DEEMED A DEFAULT UNDER #9 BELOW. EACH PARTY AGREES THAT THE OTHER PARTY SHALL NO IN WAY BE RESPONSIBLE FOR THE DEBTS OF, OR LIABILITIES FOR ACCIDENTS OR DAMAGES CAUSED BY, THE OTHER PARTY. TENANT AGREES TO OBTAIN AND MAINTAIN GENERAL LIABILITY INSURANCE TO INCLUDE THE FARM PREMISES, FOR A TOTAL OF \$500,000 IN RESPECT TO ANY ACCIDENT, AND \$100,000 IN RESPECT TO INJURIES OR DAMAGE TO ANY PERSON, AND \$500,000 IN RESPECT TO PROPERTY DAMAGE.

3. WILLFUL NEGLECT -- WILLFUL NEGLECT, FAILURE, OR REFUSAL BY EITHER PARTY TO CARRY OUT ANY SUBSTANTIAL PROVISION OF THIS LEASE SHALL GIVE THE OTHER PARTY THE BENEFITS OF ANY PROCEEDINGS PROVIDED BY LAW.

4. FARM RECORDS -- THE TENANT SHALL KEEP A COMPLETE INVENTORY OF ALL THE OWNER'S PROPERTY USED IN THE FARM BUSINESS AND A COMPLETE RECORD OF ALL PURCHASES AND SALES RELATED TO THE IRRIGATION EQUIPMENT. SUCH RECORDS SHALL INCLUDE APPROPRIATE SALES STATEMENTS, RECEIPTS, CHECKS AND SIMILAR EVIDENCE AND SHALL BE ACCESSIBLE TO THE OWNER AT ALL TIMES.

5. CHANGE OF CONTRACT -- THIS CONTRACT OR ANY PORTION THEREOF SHALL NOT BE CHANGED, ANNULLED OR AMENDED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF BOTH PARTIES.

6. CROPPING PLAN -- IF APPLICABLE TENANT AGREES THAT HE WILL FOLLOW THE WRITTEN CROPPING PLAN FURNISHED BY OWNER. PLAN WILL BE MUTUALLY AGREED UPON BY BOTH PARTIES.

7. DEFAULT IN RENT AGREEMENT -- SHOULD DEFAULT BE MADE IN THE PAYMENT OF ANY RENT RESERVED HEREUNDER WHEN DUE OR IN DELIVERY OF ANY CROPS TO OWNER, PURSUANT TO THE REQUIREMENTS OF THIS LEASE OR IN THE EVENT OF ANY OTHER DEFAULT BY TENANT UNDER THE TERMS HEREOF, OWNER, AT HIS OR ITS ELECTION, MAY DECLARE THIS LEASE FORFEITED AND THE WHOLE RENT AGREEMENT WILL BECOME IMMEDIATELY DUE AND PAYABLE AND IF NOT PAID ON DEMAND TENANT AGREES, ON DEMAND THEREAFTER, TO SURRENDER PEACEABLE POSSESSION OF THE DEMISED PREMISES, AND IT IS FURTHER AGREED THAT UNPAID RENTS FOR THE TERM OF THIS AGREEMENT HAVE BEEN PAID IN

FULL THAT OWNER SHALL AND DOES RETAIN A LANDLORD'S LIEN UPON THE SHARE OF ALL CROPS OF EVERY KIND WHICH MAY BELONG TO TENANT OR IN WHICH TENANT MAY HAVE AN INTEREST AND SHALL ALSO RESERVE A LIEN UPON ALL LIVESTOCK BELONGING TO TENANT PASTURED OR FED UPON SAID CROPS OR ON SUCH PREMISES FOR THE TERM OF THIS LEASE. SHOULD THIS LEASE AND THE POSSESSION OF THE PREMISES HEREIN DESCRIBED BE FORFEITED BY TENANT ON ACCOUNT OF FAILURE TO PERFORM THE COVENANTS HEREIN SETS FORTH THEN OWNER SHALL HAVE THE RIGHT OF IMMEDIATE POSSESSION OF SAID PREMISES AND SHALL DO ALL THINGS NECESSARY, REASONABLE AND PROPER TO CARRY OUT THE CONTRACT OF TENANT AND TO THIS END OWNER MAY DO OR PERFORM, OR CAUSE TO HAVE PERFORMED, ALL LABOR AND FURNISH ALL EQUIPMENT NECESSARY OR REASONABLE IN ORDER TO CARRY OUT THE CONTRACT OF TENANT AND THE EXPENSE OF SUCH LABOR AND EQUIPMENT SHALL BE CHARGED AGAINST THE INTEREST OF TENANT IN THIS CONTRACT. IN CASE OF ANY LEGAL ACTION WHICH OWNER SHALL BE REQUIRED TO TAKE IN ENFORCING THE TERMS OF THIS LEASE, OR IN MAKING COLLECTION OF RENTS, TENANT AGREES TO PAY ALL LEGAL EXPENSES INCURRED BY OWNER INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES.

8. TIME IS OF THE ESSENCE -- WHENEVER PERIODS OF TIME ARE PROVIDED FOR IN THIS LEASE, IT IS AGREED THAT TIME IS AN ESSENTIAL ELEMENT OF THE SAME.

9. FURTHER AGREEMENT -- IT IS AGREED THAT OWNER MAY FILE THIS LEASE AS A SECURITY AGREEMENT AT THE COUNTY CLERK OFFICE OR THE REGISTER OF DEEDS.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS LEASE ON THE 10th DAY OF September, 19 91.

Richard Kephart

TENANT

Elsie Gensch
Power of Attorney

OWNER

TENANT

OWNER

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Eureka County Assessor
'92 APR 27 AM 1:45

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 140736
FEE \$ NO Fee

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