

DOC # 0220119

03/08/2012

11 13 AM

**Official Record**

Recording requested By  
BOBBY PEEK

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$16.00

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RPTT:

Recorded By: FES

Book- 530 Page- 0116

APN# \_\_\_\_\_

Recording Requested by:

Name: Bobby R. Peek

Address: P.O. Box 91

City/State/Zip: Eureka, NV 89316

Mail Tax Statements to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_



0220119

Please complete Affirmation Statement below:

I the undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law:

Signature (Print name under signature)

Title

ROMANO PRIVATE LAND LEASE

**(Insert Title of Document Above)**

\*\*\*\*\*

Only use the following section if one item applies to your document

This document is being re-recorded to \_\_\_\_\_

-OR-

This document is being recorded to correct document # \_\_\_\_\_, and is correcting

\*\*\*\*\*

If legal description is a metes & bounds description, furnish the following information:

Legal description obtained from \_\_\_\_\_ (Document Title), Book \_\_\_\_\_  
Page \_\_\_\_\_ Document # \_\_\_\_\_ recorded \_\_\_\_\_ (date) in the  
Eureka County Recorder's Office.

-OR-

If Surveyor, please provide name and address:

\*\*\*\*\*

This page added to provide additional information required by NRS 111.312 Sections 1-4.  
(Additional recording fee applies)

# Romano Private Land Lease

This Lease entered into this 1 day of MARCH, 2012, between

John Colby, landlord, of Romano # 10047  
Paula Colby, spouse, of John Colby

Hereafter known as "the landlord," and

Bobby R Peek, tenant, of Romano # 10047  
Fabian Peek, spouse, of Bobby R. Peek

Hereafter known as "the tenant", in consideration of \$10.00 legal tender paid by (Tenant) Bobby R Peek

Spouse Patti Peek to (Landlord) John Colby Spouse Paula Colby

## 1. Property Description

The landlord hereby leases to the tenant, to occupy and use for pasture purposes, the following described property:

Private sections 2-3-4 of the Romano ranch

Consisting of approximately 1.000 acres situated in Eureka County (Counties),

Nevada (State) and on any other land that the landlord may designate by mutual written agreement.

## II. General Terms of Lease

### A. Term of Lease

(1) The term of the lease shall be three

Year(s), commencing on the 31 day of December

20 11, and ending on the 31 day of December

20 15, and shall continue in effect from year to year following the initial lease term of three years as an annual lease.

After initial lease term written notice of termination may be given by either party to the other at least 60 days prior to expiration of this lease or the end of any year of continuation.

**B. Review of lease.** A request for general review of the lease final date for giving notice to terminate the lease.

**C. Amendments.** Amendments and alterations to this lease shall be in writing and shall be signed by both the landlord and tenant

**D. 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.

**E. Binding on heirs.** The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant in like manner as upon the original parties, except as provided by mutual agreement otherwise.

**F. Transfer of property.** If the landlord should sell or otherwise transfer title to the farm, such action will be done subject to the provisions of this lease.

**G. Right of entry.** The landlord, as well as agents and employees of the landlord, reserve the right to enter the farm at and reasonable time for purposes (a) of consultation with the tenant; (b) of making repairs, improvements, and inspections; and (c) after notice of termination of the lease is given, of performing customary seasonal work, none of which is to interfere with the tenant in carrying out regular operations. Landlord also may request right of entry to hunt.

**H. Additional agreements regarding terms of lease:**

### I. Both Agree:

**1. Not to obligate the other party.** Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the consent of the other party. Neither party shall be responsible for the debts or liabilities or for damages caused by the other party.

**2. Both parties must be good stewards of the land.**

**3. Damage due to neglect shall be mitigated by the party causing the damage.**



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### 3. Arbitration of Differences

Any difference between the parties as to their several rights or obligations under this lease that are not settled by mutual agreement after thorough discussion, shall be submitted for arbitration to a committee of three disinterested persons, one selected by each party hereto and the third by the two thus selected. The committee's decision shall be accepted by both parties.

Bobby R. Peek

Tenant/livestock owner

John Colby

Landlord/pasture owner

Patricia M. Peek

Tenant/livestock owner's spouse

Paula Colby

Landlord/pasture owner's spouse

State of Nevada

County of Eureka

On this 1<sup>st</sup> day of March, A.D. 20 12, before me, undersigned, a Notary Public in

Said State, personally appeared Bobby R. Peek Patricia M. Peek

John Colby and Paula Colby

To me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



C. Wright

Notary Public



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