

LEASE AND OPTION.

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THIS LEASE AND OPTION, made and entered into this 3 day of September, 1957, by and between Amalgamated Pioche Mines and Smelters Corporation, a corporation of the State of Maine qualified to do business in the State of Nevada, hereinafter designated as the Lessor, and William R. Orr, of Pioche, Nevada, hereinafter designated as the Lessee, WITNESSETH:

The Lessor, for the consideration hereinafter stated and subject to the terms and conditions hereof, does hereby demise and lease to the Lessee these certain lots or parcels of land described as follows:

 Lots numbered 9 and 10 in Block numbered 25 of the Town of Pioche, in the County of Lincoln, State of Nevada, as delineated on the official Plat of said Town now on file in the office of the County Recorder of said County of Lincoln; expressly excepting and reserving to the Lessor all mines and minerals and mineral rights in and under the premises hereby leased, with power to the Lessor to work and remove said minerals, paying, however, any reasonable compensation for all damage done to Lessee by such use of said premises.

The demised premises may be used by Lessee for any lawful purpose in connection with his operation of a service station and garage in the same Block numbered 25, and not otherwise except upon the consent of Lessor in writing.

The demised premises being chiefly valuable for commercial or residential uses, this Lease is granted for a term of fifty (50) years from the date hereof, expiring by limitation on September 3, 2007 unless sooner terminated as hereinafter specified.

Lessee shall have and hold the demised premises and any and all improvements he may place thereon, in consideration of the payment of a rental of One Thousand Dollars (\$1,000.00) in current lawful money of the United States of America for said term of 50 years, of which rental the sum of \$400.00 has been paid and the receipt thereof is hereby acknowledged. The balance of \$600.00 shall be paid in annual instalments of not less than \$200.00 each for three successive years, not later than September 3, 1958, 1959 and 1960 respectively.

- And the said Lessee hereby promises and agrees with Lessor:
1. That he will during the term of this Lease pay all Federal, State or local taxes (commencing with taxes to be levied for the fiscal year ending June 30, 1958), charges, water rates and other assessments which may be levied or assessed upon the said premises or against the Lessee thereof or the business conducted thereon, also any and all charges for improvements thereon and for any and all other charges which may be incurred by Lessee which may be or become a lien against said tract of land or for the payment of which the Lessor or the demised premises might otherwise be or become responsible.
 2. That he will not assign this Lease or sublet the demised premises or any part thereof without the previous consent of the Lessor, in writing.
 3. That he will not carry on or permit upon the demised premises any unlawful or offensive trade, business or occupation, or any nuisance, nor allow said premises to be so used.
 4. That he will pay and discharge all costs and charges in the construction, maintenance and repair of improvements now or hereafter placed upon the demised premises, and keep said premises

1 free and clear of all claims for labor or materials which might
2 be or become a lien against said premises.

3 5. That he will indemnify and save harmless the Lessor from and
4 against any and all liability for damages to persons or property
5 arising out of or in connection with the operations of Lessee
6 hereunder.

7 6. Upon the expiration of the term of this lease, or sooner in
8 the event of any failure of Lessee to perform or observe any of
9 the conditions or agreements by him to be performed or observed,
10 Lessee will deliver up to Lessor, with or without process the
11 demised premises, upon written notice from Lessor specifying the
12 default and demanding correction thereof within 30 days; provided,
13 forfeiture will not be required if within said 30 day period
14 Lessee corrects said default or shall be actually engaged in good
15 faith in correcting said default and completely corrects said
16 default diligently thereafter.

17 In addition to the foregoing agreements, it is specifically agreed
18 by Lessor that if and when the Lessor is in a position, without
19 excessive costs, to execute and deliver a deed to said premises
20 without encumbrance, if at that time the Lessee has paid the
21 agreed rental in full and this Lease is otherwise in good standing,
22 the Lessor will in consideration of an additional payment of Two
23 Hundred Dollars (\$200.00) accompanied by request of Lessee for
24 deed, execute and deliver to Lessee a good and sufficient deed
25 conveying said demised premises free and clear of any and all
26 encumbrance. Otherwise, upon the expiration of the term of this
27 Lease on September 3, 2007, in consideration of an additional
28 payment of \$200.00 by Lessee, the Lessor will in writing extend
29 the term of this Lease and Option for an additional period of
30 forty (40) years.

31 Time is of the essence of this agreement and it shall extend to
32 and bind the successors and assigns of the Lessor, and the heirs
of the Lessee; but it shall not be assignable by Lessee without
the previous consent of Lessor in writing.

IN WITNESS WHEREOF the Lessor has caused this Lease and Option to
be executed in duplicate by its officers thereunto duly auther-
ized, and the Lessee has hereunto set his hand, as of the date
herein first written.

AMALGAMATED PICOKE MINES AND SMELTERS CORPORATION

23 Attest: [Signature] By Wm H Roberts President
24 [Signature] Secretary. Lessor

25 William R. Orr Lessee.

26 STATE of NEVADA }
27 COUNTY of LINCOLN } ss.

28 On this 3 day of September, A.D. 1957, be-
29 fore me, a notary public in and for said County of Lincoln, per-
30 sonally appeared William R. Orr, known to me to be the person
31 described in and who executed the foregoing instrument, who ack-
32 nnowledged to me that the executed the same freely and voluntarily
and for the uses and purposes therein mentioned.

[Signature]
Notary Public.

1 STATE of NEW YORK }
2 COUNTY of Suffolk } ss.

3 On this ____ day of September, 1957,
4 before me personally came Wm. F. Roberts, to me known, who,
5 being by me duly sworn, did depose and say that he resides at
6 Brightwaters, New York; that he is President of the Amalgamated
7 Piocha Mines and Smelters Corporation, the corporation des-
8 cribed in, and which executed the foregoing instrument; that he
9 knows the seal of said corporation; that the seal affixed to
10 said instrument is such corporate seal; that it was so affixed
11 by order of the board of directors of said corporation; and
12 that he signed his name thereto by like order.

FRANK MEUSER
Notary Public, State of New York
No. 52-7916400
Qualified in Suffolk County
Term Expires March 31, 1958
Frank Meuser
Notary Public

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No. 52526
FILED AND RECORDED AT REQUEST OF
William Orr
Jan. 26, 1973
AT 45 MINUTES PAST 2 O'CLOCK
P.M. IN BOOK 6 OF OFFICIAL
RECORDS, PAGE 533 LINCOLN
COUNTY, NEVADA.

William Orr