

LN-M3, Geyser Maintenance Site
4608, 17-753 (Lease)

STATE OF NEVADA
DEPARTMENT OF HIGHWAYS
COMMERCIAL LEASE

Agreement No. 361.74-013

THIS LEASE, made this 10TH day of March, 1975, between DAVID A. WITTS dba Geyser Ranch, Nevada, Sole and Separate Property, hereinafter called the LESSEE, and the STATE OF NEVADA, acting by and through its Department of Highways, hereinafter called the LESSOR,

WITNESSETH:

The LESSOR, for and in consideration of the agreements, conditions, covenants and stipulations of the LESSEE as hereinafter provided agrees as follows:

(a) To lease, demise and let to the LESSEE those certain premises situate in the County of Lincoln, State of Nevada, sometimes designated as Geyser Maintenance Station - District IV, said leased area being more particularly described as follows: being a portion of the S 1/2 of the NW 1/4 of Section 13, T. 9 N., R. 65 E., M. D. B. & M., and more fully described by metes and bounds as follows, to wit:

BEGINNING at a point which lies S. 36° 33' 30" E. 1950.12 feet from the northwest corner of said Section 13; thence east a distance of 295.16 feet to a point; thence south a distance of 295.16 feet to a point; thence west a distance of 295.16 feet to a point; thence north a distance of 295.16 feet to the point of beginning, containing an area of 2.00 acres, more or less

The parties hereto covenant and agree as follows:

1. TERM

(a) The term of this lease shall be for a primary term of two (2) years beginning September 1, 1975 and ending August 31, 1977, plus the option to renew for extended terms of one year each, the first of such extended terms to begin on the expiration of the initial term and each successive extended term to begin on the expiration of the term immediately preceding.

(b) The LESSEE'S option of renewing this lease shall be exercised in writing by means of certified or registered mail notice to the LESSOR at least one hundred eighty (180) days prior to the commencement of the renewal period.

(c) That the LESSEE, keeping and performing the covenants and agreements herein contained on the part of the LESSEE to be kept and performed, shall at all times during the said tenancy peaceably and quietly have, hold and enjoy the leased premises without suit, trouble or hindrance from the LESSOR; provided, however, and it is further agreed, that LESSEE has performed and fulfilled each and every condition and covenant herein contained to be performed by said LESSEE.

(d) That in the event of the termination of the within lease by the expiration thereof, or for any other reason, LESSEE will peaceably and quietly leave, surrender and yield up to the LESSOR all and singular the leased premises in good order, condition and repair, reasonable use and wear thereof, and damage by earthquake, fire and public calamity, by the elements or by act of God, excepted.