LEASE - OPTION

THIS INDENTURE made and entered into this 2/5 day of May, 1975, by and between CHESTER H. OXBORROW and JOSEPHINE OXBORROW, trustees under that certain trust agreement dated August 31, 1972, parties of the First Part hereinafter called lessor-offeror and GEORGE CRAWFORD and ELDON CRAWFORD, of the town of Enterprise, County of Wash., State of Utah, parties of the Second Part, hereinafter called lessee-offeree, witnesseth:

CLAUSE 1

Lease - 1975 Crop Year

The lessor-offeror hereby leases and lets unto the lessee-offeree that certain 200 acres, more or less, of real property situate in the County of Lincoln, State of Nevada, being and lying within the following described parcels, to-wit:

Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 31; Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 31; Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 31, the Southeast portion of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) lying Southeast of the flood channel, Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 31, Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 32, Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 32, Northeast Quarter (NE1/4) of the Southwest Quarter (Sw1/4) of Section 32, Southeast Quarter (SE1/4) of the Southwest Quarter (Sw1/4) of Section 32, Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 32, Five acres, more or less, in the Southeast corner of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 31, and the South 15 acres of the Northwest Quarter NW1/4) of the Northwest Quarter (NW1/4) of Section 32, all in Township 1 North, Range 69 East,

for a period of one year from and after the date hereof upon the following terms and conditions:

- an eight inch mainline,
 A. The lessee-offeree shall install /24,000 feet of
 three (3) inch sprinkler pipe with heads and risers, two (2)
 seventy-five horse power booster pumps, and six (6) fifty(50)
 horsepower transformers, hereinafter called the "installations",
 upon the property herein described, it being specifically
 understood and agreed that the "installations" made by lesseeofferee shall be subject to no claim or encumbrance of any
 nature whatsoever and upon installation shall be deemed
 attached to the real property losing its identity as personal
 property.
- B. The lessee-offeree shall work the land in a husbandmanlike manner and in accordance with accepted farming procedures.

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C. In the event the lessee-offeree commits a breach of any promise, condition, or covenant in this agreement or abandons the premises; it is specifically understood and agreed that the "installations" shall become the property of the lessor-offeror.

D. The 1975 crop shall be the absolute property of the lessee-offeree.

CLAUSE 2

Lease - 1976 Crop Year

In the event, the lessee-offeree fully complies with all the terms and conditions of Clause 1 and further pays the sum of \$25,000.00 on the option price together with \$5,000.00 interest on or before the 20th day of April, 1976, as set forth hereinafter in Clause 3, the lessor-offeror hereby leases and lets unto the lessee-offeree for the 1976 crop year all that certain real property situate within the County of Lincoln, State of Nevada, all as is more particularly set forth in Exhibit "A" attached hereto and made a part hereof, said area comprising 780 acres, more or less, upon the following terms and conditions:

A. The lessee-offeree hereby agrees to pay the lessor-offeror

- A. The lessee-offeree hereby agrees to pay the lessor-offeror the sum of \$25,000.00 in lawful money in lieu of a share of the crops, the said \$25,000.00 to be paid by the lessee-offeree to the lessor-offeror prior to the time any crops are sold in place or removed from the premises, it being specifically understood and agreed that the payment due hereunder shall be deemed a lien against the said crops the same as if the lessor-offeror had obtained a security agreement created under chapter 104 of Nevada Revised Statutes.
- B. The lessee-offcree shall work the land in a husbandmanlike manner and in accordance with accepted farming procedures.
- C. Upon the lessee-offeree making payment to the lessorofferor under Clause 2 A, the 1976 crop shall be the absolute property of the lessee-offeree.

CLAUSE 3

Option to Purchase

For and in consideration of the faithful performance of the terms and conditions of this agreement by the lessee-oferee, the lessor-offeror hereby grants to the offeree-lessee an offer to purchase the property depicted upon Exhibit "A" for the sum of \$375,000.00 in the manner following:

A. The lessee-offeree shall pay to the lessor-offeror the sum of \$25,000.00 upon the option price together with interest in the sum of \$5,000.00 on or before the 20th day of April, 1976, and the further sum of \$25,000.00 upon the option price together with interest in the sum of \$5,000.00 on or before the first day of November, 1976, it being understood and agreed that these sums are in addition to monies to be paid under Clause 2 A.

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B. Upon the payment of the said option monies, interest and crop share monies, the lessor-optionor shall make, execute, and deliver to lessee-optionee a Grant, Bargain and Sale Deed conveying the said 780 acres, more or less, to the lessee-optionee upon the lessee-optionee making, executing and delivering to the lessor-optionor a promissory note in the sum of \$325,000.00 payable in twelve (12) equal annual installments of \$27,083.33 together with interest upon the declining principal balance at the rate of eight percent (8%) per annum said annual payments to commence on the first day of November, 1977 and continue on the first day of each and every November until such time as the principal sum together with interest has been fully paid; lessee-optionee shall secure said promissory note by a deed of trust, said deed of trust to contain a specific covenant relating to farming and the non-removal of the "installations" as hereinabove required to be placed upon the property.

CLAUSE 4

Survey

A. It is specifically understood and agreed that a survey must be made to specifically delineate the acreage in the apprent of purchase, however, each of the parties hereto have

A. It is specifically understood and agreed that a survey must be made to specifically delineate the acreage in the event of purchase; however, each of the parties hereto have examined the premises and Exhibit "A" is approximately the true outline of the properties, the subject matter of this agreement.

B. The lessor-optionor hereby agrees to have the survey made upon lessee-optionee complying with Clause 3 A.

CLAUSE 5

Breach and Re-entry

It is specifically understood and agreed that in the event the lessee-optionee should fail to comply with any of the terms and conditions of this agreement, then and in that event, the lessor-offeror may, without further notice, enter upon the premises and take immediate possession thereof; the lessee-offeree shall thereafter have ten (10) days to remove any equipment from the premises and sums paid hereunder and all "installations" made shall be deemed a reasonable rental.

CLAUSE 6

Taxes

Taxes shall be paid by Lessor- Offeror UNTIL OPTION exercised

Though Crawford CHESTER H. OXBORROW

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STATE OF NEVADA) COUNTY OF LINCOLN) On this 21 day of May, 1975, personally appeared before me CHESTER H. OXBORROW and JOSEPHINE OXBORROW. and they acknowledged to me that they executed the foregoing document. RAY FREE Notary Public—State of Nevada COUNTY OF LINCOLN My Commission Expires July 18, 1878 FILED AND RECORDED AT REQUEST OF Raymond Free May 21. 1975 AT 15 MINUTES PAST 10. O-GLOCK A_M IN BOOK 14___ OF OFFICIAL RECORDS, PAGE 332-336 LINCOLN COUNTY, NEVADA. COUNTY INCOME. RAYMOND FREE Afformay of Low P. O. Box 218 Pioche, Nevada 14 PACE 335 · 962-5220

