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APN 10-173-02

**LEASE/AGREEMENT**

THIS LEASE/AGREEMENT, made and executed on this day OCT. 10, 2000 between Art Fletcher and M.L. Fletcher (husband and wife, herein called Lessor) and Robert Kerecz (herein called Lessee).

Lessee hereby offers to lease from Lessor the property situated in the unincorporated Town of Rachel, County of Lincoln, State of Nevada, described as Lot 2, Block 3, Sunset Acres, Tract Number 1 a portion of the NW1/4 & SW1/4 NE1/4 of Section 36, Twp. 3 South Range 56 East, MDM Sand Springs Valley, Lincoln County Nevada.

Lessee shall comply with all statutes and ordinances of all municipal authorities now in force pertaining to the premises and use and occupy the premises within the scope of those statutes and ordinances.

Lessee shall not assign this Lease/Agreement without proper notification of Lessor.

Lessee shall be liable for utility charges as they become due.

Lessee shall be liable for county taxes on a monthly basis.

**INDEMNIFICATION OF LESSOR** - Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any other property, occurring on the demised premises or any part thereof, and the Lessee agrees to hold the Lessor harmless from any claim for damages, no matter how caused.

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Lessor acknowledges that the buildings on the premises are in major disrepair, of little value, and need both structural and cosmetic work to be made usable/livable. Lessor shall allow Lessee to make any and all repairs and/or improvements to the premises structure/structures without the written consent of the Lessor.

Lessor demises the above premises for a term of five years commencing at the signing of this Lease/Agreement and at the monthly rental of \$10.00. All rental payments shall be made to the Lessor at their home address in Rachel unless the Lessor notifies the lessee in writing as to another address.

Lessee shall permit the Lessor to enter the premises at reasonable times upon reasonable notice for the purpose of inspecting the same.

If Lessor defaults on the payment of rent or in the performance of any of the other conditions of hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 90 days, then the Lessor may terminate this Lease/Agreement on not less than 30 days notice to Lessee.

Option to renew and/or purchase. Provided the Lessee is not in default in the performance of this Lease/Agreement, Lessee shall have the option to renew the lease and/or purchase the aforementioned property at any point in the term of this

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Lease/Agreement with 90 days notification by the Lessee to the Lessor. A Lease renewal term of 5 years shall be deemed reasonable and agreeable to all involved parties. A purchase price for the premises shall not take the buildings into consideration because of the disrepair that they were in at the signing of this Lease/Agreement but, in any case the purchase price for the property shall not be less than fifteen thousand dollars nor more than twenty five thousand dollars. If a price cannot be agreed upon by the original parties a licenced appraiser shall be called in to give a realistic appraised value and settle any disputes.

Water rights are hereby granted to the premises by the Lessor to the Lessee as this premise and the Lessor's home are adjoining and supplied by the same well. Lessee shall pay a token amount to the Lessor for water used and if a dispute arises, a meter shall be installed on the premise to determine exact usage by the Lessee with charges reflected by the meter reading.

Heirs, Assigns, Successors. This Lease/Agreement is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

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**LEASE/AGREEMENT**

This Lease/Agreement shall be binding upon the parties, their successors, assigns and personal representative. This Lease/Agreement shall be enforced under the laws of the State of Nevada. This is the entire Lease/Agreement.

Robert Kerecz, Lessee



Art Fletcher, Lessor



M. L. Fletcher, Lessor



NO. **115390**

FILED AND RECORDED AT REQUEST OF

Robert Kerecz

October 11, 2000

AT 27 MINUTES PAST 01 O'CLOCK

PM IN BOOK 151 OF OFFICIAL

RECORDS PAGE 264 LINCOLN

COUNTY, NEVADA.

Leslie Boucher

COUNTY RECORDER

By Debra Lewis Deputy

BOOK **151** PAGE **267**