

circumstances; and the Lessee agrees that all fences built and constructed by him or his employees during the term of this Lease which may be standing upon the aforesaid lands at the termination of this Lease shall be left upon the lands, and that the same shall not be removed by Lessee or his employees.

The Lessor agrees to pay all taxes and assessments levied upon the above described lands throughout the term of this Lease. However, it is understood that in the event that any taxes levied upon the lands during the term hereof shall become delinquent the Lessee shall be permitted to pay and discharge the same, and that all payments so made shall be credited in favor of the Lessee upon the rental payments herein reserved.

The Lessee agrees that he will use the lands herein leased for grazing purposes in addition to hay and grass producing purposes, and the Lessee agrees that he will graze the lands in a manner that will not be harmful or destructive to the lands and in accordance with all good practices recognised in the area, and that a failure upon the part of the Lessee to manage the lands herein leased in a manner acceptable to all good practices shall be grounds for termination of this lease.

The Lessor agrees that the Lessee shall and may lawfully, peacefully and quietly have, hold, use, occupy and possess and enjoy the lands herein leased, the appurtenances thereto, including irrigation water rights, for the term of five years as aforesaid, without further lease, suit, hindrance, eviction, molestation or interruption whatsoever by the Lessor or by any other person whomsoever, lawfully claiming by, from or under her, upon the payment of the said rent hereinabove reserved.

It is hereby specifically agreed and understood by and between the parties hereto that Lessee may assign and transfer his rights to the use and occupancy of the aforesaid lands under this agreement at any time, upon the same terms and conditions as herein set forth, without consent or knowledge of Lessor herein. This Lease and the terms and conditions hereof shall inure to and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

Witness:

Edith Campbell  
Arthur Campbell  
Andy Campbell

Edith Campbell  
Lessor

Walter W. Lewis  
Lessee