

The landlords hereby agree to permit the tenant the right of ingress and egress to the portion or portions of land which are suitable for growing peach trees and further grants to the tenant, his heirs and assigns, an easement to cross land of landlords with irrigation equipment and lines while in the process of irrigating lands owned or rented by tenant with this easement including right to clear a road to the tenable lands.

The landlords hereby agree to permit the tenant to have the privilege of building an irrigation pond on landlords property at no additional rent. After construction of the irrigation pond, the property covered by the pond and the easement granted herein for irrigation purposes will be subject to the term of this lease, but shall not be subject to any additional consideration for the use of the land.

The landlords hereby agree to permit the tenant the privilege of clearing 100 feet of area around the open rented land at no cost to any of the landlords.

The landlords hereby agree to pay the county taxes on the leased property as they become due. If the assessment on the property is increased by the County Assessor solely because of the setting of peach trees upon the property, then in that event, the tenant agrees to pay the increased assessment.

SECTION IV.

The parties hereby agree not to assign, sublease or sublet any part of the premises without written consent of the other, provided that nothing herein contained shall bar or prevent sale or exchange of the premises by the landlords.

This lease shall be binding upon the heirs, legatees, devisees, representatives, assignees and successors in interest of the respective parties hereto.

Executed in duplicate on the date first above written.

WITNESSES:

Lourence Grosscup
Wayne Hyder

Cathleen H. Gosnell Landlord
Francis M. Gosnell Landlord
Toy Hyder Tenant

0428

4328 RV.2