

No. 14.

LEASE - For sale by W. F. Robinson & Co., Republican Job Rooms, Denver, Colo.

This Indenture, Made this 25th day of February in the year of our Lord one thousand eight hundred and ninety five, between Joseph M. Wassman of the second part, of the first part, and John R. Davis

WITNESSETH, That the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, his executors and administrators, has leased and demised, and does hereby lease and demise unto the said party of the second part, all those premises situate, lying and being in Grand Valley, in the County of Mesa, State of Colorado, known and described as follows, to-wit:

all that part of the south half of the south-east quarter of the south-west quarter of Section twenty-two in Township one north of Range two west of the Ute Meridian lying north of the right-of-way of the Rio Grande Western Railway, and also all that portion of the north-east quarter of the north-west quarter of section twenty-seven in Township one north of Range two west of the Ute Meridian, lying north of the right-of-way of the Rio Grande Western Railway, except two and one-half acres where the Grave Yard is located, also water for said land. first party agrees to pay the taxes on said land.

TO HAVE AND TO HOLD, The above described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first day of March in the year of our Lord one thousand eight hundred and ninety five, for and during and until the first day of March in the year of our Lord one thousand eight hundred and ninety nine. And the said party of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, doth covenant and agree with the said party of the first part, his heirs, executors, administrators and assigns, to pay the said party of the first part, as rent for the said demised premises, the sum of one dollar and the care and culture of the fourteen acres of fruit trees on said land in a good and workman-like manner for the full period of this lease, said party of the first part to have one half of the profit of the fourth year. And the said party of the second part further covenants with the said party of the first part, that the said second party has received said demised premises in good order and condition, and at the expiration of the time of this lease mentioned, he will yield up said premises to the said party of the first part, in as good order and condition as when the same were entered upon by the said party of the second part, loss by fire, or inevitable accident, or ordinary wear excepted; and also will keep said premises in good repair during the lease at his own expense.

AND IT IS FURTHER AGREED, By the said party of the second part, that neither he nor his legal representatives will underlet said premises, or any part thereof, or assign this lease, without the assent of the said party of the first part had and obtained thereto, and that he will not use or permit the said premises to be used, for any purpose prohibited by the laws of the United States, or of Colorado, Party of the second part agrees to plant five acres of alfalfa on the west end of the twenty-acre tract, and care for it during the term of this lease, and leave the said alfalfa in good condition at the expiration of this lease.

AND IT IS EXPRESSLY UNDERSTOOD AND AGREED, By and between the parties aforesaid, that if the rent above reserved or any part thereof, shall be behind or unpaid on the day of the payment whereon the same ought to be paid, as aforesaid, or if default shall be made in any of the covenants or agreements herein contained, to be kept by the said party of the second part, his executors and administrators, it shall and may be lawful for the said party of the first part, his heirs, executors, administrators, agent, attorney, or assign, at his election, to declare said term ended, and into the said premises, or any part thereof, either with or without process of law, to re-enter, and the said party of the second part, or any other person or persons occupying, in or upon the same, to expel, remove and put out, using such force as may be necessary in so doing, and the said premises again to repossess and enjoy, as in his first and former estate. And if at any time said term shall be ended or determined at such election of said party of the first part, his heirs, executors, administrators and assigns, as aforesaid, or in any other way, the said party of the second part, his executors and administrators, do hereby covenant and agree to surrender and deliver up said above described premises and property peaceably to said party of the first part, his heirs, executors, administrators and assigns, immediately upon the termination of said term as aforesaid, and if he shall remain in possession of the same, thirty days after notice of such default, or after the termination of this lease, in any of the ways above named, he shall be deemed guilty of a forcible detainer of said premises under the statute, hereby waiving all notice, and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcible or otherwise, with or without process of law, as above stated.

WITNESS, the hands and seals of said parties aforesaid, the day and year first above written.

Joseph M. Wassman
John R. Davis
J. M. Wassman
John R. Davis

NE 1/4 of NW 1/4
N of railroad right-a-way
2 1/2 acres Cemetery
14 acres of fruit trees

plant 5 acres of alfalfa on west end of 20 acres

Cemetery

Annie B