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IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF KLAMATH

In the matter of the vacation
of the northerly fifty (50) feet
of Dayton Street, a public road,
in Bryant Tracts #2 Subdivision,
Klamath County, Oregon

ORDER OF VACATION

This being the day set for the hearing of objections to the petition for vacation as above set out and an Affidavit of Posting Notices having been filed in this matter, the Court proceeded with the hearing.

It appearing from the statement of the County Clerk that no written objections have been filed against the vacation and there being no objections before the Court, it is hereby ordered that the following be vacated, to-wit:

The northerly fifty (50) feet of Dayton Street in Bryant Tracts #2 Subdivision, Klamath County, Oregon, being more particularly described as follows: Beginning at the northeast corner of Lot 17 of said Bryant Tracts #2; thence south-erly along the east line of Lot 17 a distance of 50 feet; thence easterly parallel to the south line of Lot 18 of Bryant Tracts #2 a distance of 60 feet; thence northerly along the west line of Lot 12 of Bryant Tracts #2 a distance of 50 feet; thence westerly along the south line of Lot 18 a distance of 60 feet to the point of beginning.

reserving without impairment all rights and privileges of all existing utility facilities within the vacated area, be and the same is hereby vacated.

Done and dated in open Court this 13 day of March, 1963.

KLAMATH COUNTY COURT

County Judge

Commissioner

Commissioner

ATTEST: Chas. E. [Signature] CLERK OF OREGON COUNTY OF KLAMATH ss.

County Clerk

Filed for record at [Signature] Klamath County Court

this 13 day of March

duly recorded in Vol. 343

Fee 1.50
Give Chas.

Deeds

By [Signature]

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5-2133

SOUTHERN PACIFIC COMPANY

Approved as to form by General Counsel
January 23, 1962.

INDUSTRIAL LEASE

This Lease, made and entered into this 3rd day of January, 1963
by and between the SOUTHERN PACIFIC COMPANY, a corporation, herein called "Railroad," and
WALDRIP BROTHERS, a partnership composed of S. T. WALDRIP, WILLIAM M.
WALDRIP and THOMAS G. WALDRIP,

Witnesseth: That Railroad hereby leases to Lessee the premises of Railroad at or near

Station, County of Klamath, State of Oregon, shown
enclosed within red lines upon the print hereto attached, said print being Railroad's Shasta
Division Drawing L-3217-24, dated July 12, 1960, of
upon the following terms and conditions:

1. Railroad reserves for itself, its successors, assigns and licensees, the right to construct, maintain and operate any existing tracks and existing, new and/or additional pipe, telegraph, telephone and power transmission lines upon, over and beneath the leased premises.

Lessee hereby acknowledges the title of Railroad to the leased premises, and agrees never to assail or resist said title.

2. Lessee agrees to pay rental at the rate of per acre specified in Section 24 hereof.
payable in advance. If such rental is payable on a monthly basis and the effective date hereof is other than the first day of the month, then the rental will be prorated from the effective date to the first day of the following full calendar month.

Any privilege, sales, gross income or other tax (not including income tax) imposed upon the rentals herein provided to be paid by the Lessee, or upon the Railroad in an amount measured by the rentals received by Railroad, shall be paid by the Lessee; in addition to the amounts set forth herein, whether such imposition of tax be by The United States of America, the state in which the leased premises are located, or any subdivision or municipality thereof.

3. Said premises shall be used by Lessee solely and exclusively for maintenance and operation of Lessee-owned grain elevator, storage tanks and necessary hoppers and conveyors for handling and shipping of bulk grain.
Lessee agrees to comply with all applicable laws and regulations with respect to the use of the leased premises.

If the Lessee does not, within ninety (90) days, commence the use of the leased premises for the purposes herein mentioned, or if the Lessee discontinues such use for a period of ninety (90) days, the Railroad may at its option terminate this lease by giving fifteen (15) days' notice in writing to the Lessee, in which event the provisions of Section 8 hereof, relating to refund of rental, shall apply.

4. Lessee agrees to keep the leased premises and all buildings and structures thereon free from rubbish and in a neat and safe condition and satisfactory to Railroad. Lessee shall maintain, at Lessee's sole cost and expense, in good condition and repair, satisfactory to Railroad, all buildings and structures upon said leased premises, except those owned by the Railroad. The leased premises and buildings and structures thereon shall not be used for displaying signs and notices other than those connected with the business of Lessee contemplated by this lease. Such notices and signs shall be neat and properly maintained. Railroad shall have the right to enter the leased premises at reasonable times to inspect the same.

5. Lessee agrees to pay, before they become delinquent, all taxes and assessments against the leased premises, or which might become a lien thereon, by reason of any buildings, structures or other property, real or personal, on the leased premises (except those owned by Railroad), or by reason of Lessee's activities. Railroad may at its option pay such taxes or assessments, and such payments will be repaid by Lessee on demand.

6. Subject to any lawful charges therefor, Lessee may receive service on any Railroad-owned track upon or immediately adjacent to the leased premises, provided that such use will not interfere with use of the track for railroad purposes. Railroad shall have the right to serve other patrons upon such track or extensions thereof and incident thereto may temporarily remove cars consigned to Lessee on said track without liability to Lessee. Railroad may at any time, in its sole discretion, terminate service to Lessee on such Railroad-owned track. Lessee shall secure the written consent of the owner before requesting service upon any private industrial track.