

4127 LEASE 11/6/65 1437

THIS LEASE made at Klamath Falls, Oregon, on the 12th day of October, 1965, between O'CONNOR LIVESTOCK COMPANY, an Oregon Corporation, hereinafter called the Lessor and KLAMATH TALLOW COMPANY, an Oregon Corporation, hereinafter called the Lessee:

W I T N E S S E T H:

That in consideration of the covenants, agreements and stipulations herein contained on the part of said Lessee to be paid, kept and faithfully performed by said Lessee, the said Lessors do hereby lease, demise and let unto said Lessee the premises in Klamath County, Oregon, described as follows, to-wit:

The Northeasterly ten dry kiln buildings located and situate on the real property commonly known as the Long Bell Lumber Company Mill site as more particularly described in Deed of Conveyance from Weyerhaeuser Timber Company to Lessors above named recorded in Volume 157, page 212, Deed Records for Klamath County, Oregon, together with the easement and right-of-way for ingress to and egress from said buildings over and across said mill site along roads now in existence between said buildings and what is known as the Midland Road, and also together with the spur track privileges as same now exist on said premises, all of said premises being located and situate in Klamath County, State of Oregon, together with 100' area around said buildings.

TO HAVE AND TO HOLD said premises hereby leased for a period of five (5) years from April 1, 1965, until March 31, 1970, inclusive, the said Lessee paying and yielding as rental therefor during said term the sum of FIVE THOUSAND DOLLARS (\$5,000) per year, payable in 12 equal monthly installments commencing on April 1, 1965 and a like payment on the first of every month during the term, making a total rental for said 5 years of \$25,000.00.

Lessee covenants to and with Lessors, that he will pay said rental as hereinbefore stated; that at the expiration of said term or upon any sooner termination of this lease he will quit and

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1 deliver up the premises and all future erections or additions 1438
2 to or upon the same to the said Lessors or those having their
3 estate therein, peaceably, quietly, in as good order and condition,
4 reasonable use and wearing thereof, fire and other unavoidable
5 casualties excepted, as the same now are or may be put in by
6 the Lessees or those having their estate in the premises, and
7 that it shall be lawful for the Lessors and those having their
8 estate in the premises at reasonable times to enter into and
9 upon the same to examine the condition thereof.

10 It is understood and agreed that Lessee may have power
11 and water from lines and mains now on said premises but that
12 Lessee will pay the cost of necessary connections and that
13 Lessee will pay for such power and water used by him.

14 In case said premises or any part thereof shall at any time
15 be destroyed or so damaged by fire as to be unfit for occupancy
16 or use, the rental shall abate according to the nature and extent
17 of the damage sustained and until said premises have been rebuilt
18 and reinstated and made fit for occupancy and use, it being
19 expressly understood and agreed, however, that Lessors shall be
20 under no obligation whatever to so repair or rebuild the same
21 and that any expense in connection therewith shall be borne by
22 Lessee. It is further expressly understood and agreed, however,
23 that in case said Lessee shall elect not to so repair or rebuild
24 said premises, then and in that event this lease shall forthwith
25 terminate and be of no further force or effect to bind any party
26 thereto.

27 It is understood and agreed between Lessors and Lessee that
28 there is a possibility that in the future it may be mandatory for
29 the operation of Lessee's business that there be created two
30 oxidation ponds which will be necessary in addition to the properties
31 covered under the terms of this lease. It is agreed that in the
32 event that these oxidation ponds become mandatory that Lessor and

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2- LEASE

1 Lessee will negotiate for additional properties ^{Regarding Location} for the purpose
2 of these oxidation ponds and at that time will provide, by written
3 instrument, for the lease of these extra properties, together
4 with providing for the construction, maintenance and eventual
5 disposition of said oxidation ponds at the termination of the
6 lease. 1439

7 PROVIDED ALWAYS, and these presents are upon this condition
8 that if the said rent shall not be promptly paid in hereinbefore
9 set forth, or if the Lessee, his representatives or assigns,
10 shall neglect or fail to do or perform and observe any or either
11 of the covenants hereinbefore contained which on Lessee's part
12 are to be performed, then and in either of said cases the Lessors
13 or those having their estate in the premises may, at their
14 election, notify Lessee by registered mail that they intend to
15 terminate this lease and if Lessee shall fail for thirty (30)
16 days to make good such default, this lease shall become null and
17 void and Lessors may immediately or at any time thereafter,
18 without further notice or demand, enter into and upon the premises
19 or any part thereof in the name of the whole and repossess the
20 same of their former estate and expel the Lessee and those
21 claiming under him and remove his effects, forcibly if necessary,
22 without being taken or deemed guilty in any manner of trespass and
23 without prejudice to any remedies which might otherwise be used
24 for arrears of rent or preceding breach of covenants.

25 This agreement shall bind and inure to the benefit of, as
26 the circumstances may require, the parties hereto and their
27 respective heirs, representatives, successors and assigns.

28 IN WITNESS WHEREOF, the parties have executed this
29 instrument the day and year first herein written.

30 O'CONNOR LIVESTOCK COMPANY, an Oregon
31 Corporation, Lessor

32 BY: 

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3- LEASE

KLAMATH TALLOW COMPANY, an Oregon
Corporation, Lessee.

BY: George J. Cunha
PRESIDENT

BY: [Signature]
SECRETARY-TREASURER

STATE OF OREGON)
County of Klamath) ss:

BE IT REMEMBERED, that on this 29th day of September, 1965,
before me, the undersigned, a Notary Public in and for said
County and State, personally appeared the within named [Signature]
[Signature], who is known to me to be the identical
individual described in and who executed the within instrument and
acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my notarial seal the day and year first herein written.

[Signature]
Notary Public for Oregon
My Commission expires: 6-11-67

STATE OF OREGON)
County of Klamath) ss:

BE IT REMEMBERED, that on this 29th day of September, 1965,
before me, the undersigned, a Notary Public in and for said
County and State, personally appeared the within named GEORGE
CUNHA, who is known to me to be the identical individual described
in and who executed the within instrument and acknowledged to me
that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my notarial seal the day and year first herein written.

[Signature]
Notary Public for Oregon
My Commission expires: 6/11/67

STATE OF CALIFORNIA)
County of SANTA CLARA) ss:

BE IT REMEMBERED, that on this 04 day of September, 1965,
before me, the undersigned, a Notary Public in and for said
County and State, personally appeared the within named LLOYD
HYGELUND, who is known to me to be the identical individual
described in and who executed the within instrument and acknowledged
to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my notarial seal the day and year first herein written.

Mary Jo Appelt
Notary Public for California
My Commission expires: 10-31-68

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TUXEDO 2-8801

4- LEASE

STATE OF OREGON } ss
County of Klamath }

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Filed for record at request of:

Letha Kunka
on this 18 day of Feb A. D. 1966
at 4:30 o'clock P. M. and duly
recorded in Vol. M 166 of Deeds
Page 1437.

DOROTHY ROGERS, County Clerk
Fee 7.50 By Jane Kunka Deputy

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