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FARMING AND GRAZING LEASE AGREEMENT ~~Vol. 11-12~~ Page 1

1 THIS AGREEMENT, made and entered into this ____ day of April,
 2 1966, by and between FLOYD W. HESCOCK and JESSE HESCOCK, husband
 3 and wife, hereinafter referred to as Lessors, and HENRY WOLFF and
 4 DOROTHY WOLFF, husband and wife, as joint tenants with the right of
 5 survivorship, hereinafter referred to as Lessees, all of Klamath
 6 County, Oregon, A

W I T N E S S E T H :

8 That the Lessors, in consideration of the rents, covenants and
 9 agreements hereinafter contained, to be paid, kept and performed
 10 by Lessees, and upon the condition that each and all of said coven-
 11 ants and agreements shall be fully kept and performed by Lessees,
 12 do by these presents, lease, demise and farm-let unto Lessees, for
 13 farming and grazing and related purposes, the following described
 14 real property situated in Klamath County, State of Oregon, to-wit:

15 The NE 1/4, Section 35, Township 34 South, Range
 16 8, E.W.M.; and the SW 1/4, Section 36, Township
 17 34 South, Range 8 E.W.M.; all consisting of approxi-
 18 mately 320 acres, more or less.

19 TO HAVE AND TO HOLD the above described premises unto Lessees
 20 from the 15th day of March, 1966, through to and including the 14th
 21 day of March, 1970, and in consideration thereof, Lessees do hereby
 22 covenant to and with Lessors to do the following:

- 23 1. Lessees shall forthwith erect and build, within a reason-
 24 able time hereafter, a fence, which said fence shall commence at a
 25 point on the South line of the SW 1/4 of Section 36, Township 34
 26 South, Range 8 E.W.M., Klamath County, Oregon, which is immediately
 27 West of the most easterly presently existing road thereon located,
 28 thence Westerly along said South line of said Section 36 to the
 29 Sprague River Road, thence Northwesterly on the North side of said
 30 road to a point on said North line of the SW 1/4 of Section 35,
 31 Township 34 South, Range 8 E.W.M., Klamath County, Oregon, which
 32 intersects with said Sprague River Road, said fence being approxi-

PRENTISS K. PUCKETT
 ATTORNEY AT LAW
 FIRST FEDERAL SAVINGS
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1 mately 1 1/4 miles in length and said fence to be constructed
 2 of steel posts 32' apart with stays in middle of same, four strand,
 3 with post jacks every one-fourth mile, all at Lessees expense.

4 2. Lessees shall further remove all sage brush which is
 5 economically feasible and practical in the meadows and side hills
 6 on the subject real property during the term of this lease.

7 3. Lessees shall further install and erect on said real pro-
 8 perty, at their expense, the irrigation ditches heretofore agreed
 9 to be so built between Floyd W. Hescocock and Henry Wolff.

10 4. Lessees shall further seed at least ten (10) acres or more,
 11 of the subject real property, all within two years from the date
 12 hereof, to intermediate wheat grass, alfalfa and clover.

13 5. It is mutually agreed that Lessees have heretofore caused
 14 to be paid for and on behalf of Lessors the sum of \$120.00 owing by
 15 Lessors in connection with the use of electricity on said subject
 16 real property; the sum of \$240.00 owing by Lessors to Robert
 17 Ellingson; and, that Lessees have further sold and delivered to
 18 Lessors a certain Angus bull of a value of \$450.00 and that said
 19 sums are a part of the consideration of the foregoing lease.

20 Lessors agree to and with Lessees that Lessors shall pay all
 21 real property taxes on the subject real property, but shall not be
 22 liable for the failure of Lessees to obtain water in connection with
 23 the farming of said real property.

24 It is mutually understood and agreed as follows:

25 1. That Lessees will not permit or commit waste to said real
 26 property and Lessees further covenant that said premises will be
 27 operated in a good farmer-like manner.

28 2. That Lessees, at the expiration of said term, will cause
 29 the premises to be peaceably surrendered to Lessors in as good
 30 condition as the same now are, reasonable use and wear thereof and
 31 damage by the elements excepted.

32 3. That all expenses incurred in connection with the foregoing

PRENTISS X. PUCKETT
 ATTORNEY AT LAW
 FIRST FEDERAL SAVINGS
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1 during the term of this lease shall be the responsibility of
 2 Lessees and Lessees shall furnish all their own equipment.

3 4. That Lessees will not assign or sub-let this lease or the
 4 real property herein described, or any part thereof, without first
 5 obtaining the written consent of Lessors.

6 5. That Lessees will permit Lessors to enter upon said real
 7 property at any reasonable time for the purpose of making improve-
 8 ments and inspecting the same.

9 6. That this lease shall not be deemed to give rise to a
 10 partnership relation and neither party shall have authority to
 11 obligate the other without written consent.

12 7. That Lessees will save Lessors harmless from any liability
 13 by reason of personal injury or property damage to any person or
 14 thing on or about the real property above described, and Lessees
 15 agree to assume all liability for damages which may arise from any
 16 accident or other occurrence which may occur on said real property
 17 during the term of this lease.

18 8. Upon the termination of this agreement Lessors shall be
 19 entitled to all improvements made by Lessees in connection here-
 20 with.

21 PROVIDED, FURTHER, and these presents are made upon the ex-
 22 press condition that in case the Lessees shall fail, neglect or
 23 refuse to perform any of the covenants and agreements herein con-
 24 tained on their part to be performed or observed, then and in such
 25 case, the Lessors may at any time thereafter enter upon said real
 26 property and repossess the same without being deemed guilty of
 27 trespass and without prejudice to any remedy which they might use
 28 for breach of covenant, and all expenses incurred by Lessees, in-
 29 cluding their labor, shall be forfeited and not chargeable against
 30 Lessors, and, this agreement shall be of no further force or effect.

31 That in the event any suit or action is brought in reference
 32 to this lease agreement, the prevailing party shall be entitled to

1 such sum as the Court may adjudge reasonable as attorney's
2 fees to be allowed therein.

3 This agreement shall be binding on the legal representatives
4 and/or heirs of the parties hereto.

5 IN WITNESS WHEREOF, the parties hereto have hereunto set their
6 hands and seals the day and year first hereinabove written.

7 Lessors: Floyd W. Hescock
8

9 Jesse Hescock
10 Jesse Hescock

11 Lessees: Henry Wolff
12 Henry Wolff

13 Dorothy Wolff
14 Dorothy Wolff

15
16 the lessor agrees to assume the
17 lease on the Ellingstone Lumber Co
18 at the termination of this lease for
19 the sum of \$4.20 ⁰⁰ - Floyd Hescock

20 Henry Wolff
21 Dorothy Wolff
22 Jesse Hescock

23
24 STATE OF OREGON, COUNTY OF Klamath;
25 Filed for record at request of Henry Wolff
26 this 14th day of May, 1936 at 10:00 o'clock P. M., and
27 duly recorded in Vol. 11-11, of 11-11 on Page 5313
28 By Dorothy Rogers, County Clerk
29
30
31
32

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& LOAN BUILDING
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