

LEASE

7862

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THIS LEASE, made and entered into this 26th day of May, 1966, by and between FLORA MAE BLACK and C. C. GREWELL, (both single persons), as tenants in common.

part of the first part, herein called Lessor, and ATLANTIC RICHFIELD COMPANY, a corporation, party of second part, herein called Lessee,

WITNESSETH:

That Lessor does hereby lease to Lessee that certain real estate situated in the City of Chemult, County of Klamath, State of Oregon, particularly described as:

A parcel of land located in Block 7 Original Town, Chemult, the original plat of which was filed in the office of the County Clerk and Recorder of Klamath County, Oregon, on May 11, 1929, and also SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Southeast corner of Lot 1 in Block 7, Original Town, Chemult, said Southeast corner lying on the Westerly right of way line of the Dalles-California Highway; thence Northwesterly along the Easterly line of said Block 7, 84.9 feet to the Southeast corner of Lot 2 in Block 7; thence Southwesterly along the South line of Lot 2 in Block 7, 135 feet to a point; thence Southeasterly parallel to the East line of said Block 7, 134.9 feet to a point; thence Northeasterly parallel to the South line of said Lot 2 in Block 7, 135 feet to a point on the Westerly right of way line of the Dalles-California Highway; thence Northwesterly along said right of way line 50 feet to the point of beginning.

Together with all the appurtenances and hereditaments thereunto in anywise belonging and together also with any improvements now located thereon or which may hereafter be placed thereon.

To have and to hold for a term of 25 years commencing upon 1) the date of completion by Lessee of the construction and installation of an oil and gasoline service station upon the leased real estate; or 2) the 1st day of September, 1966; whichever date shall first occur.

IT IS FURTHER AGREED:

1. Lessee shall be privileged to extend this lease for a period of years by notice served at least sixty (60) days prior to the expiration of the term hereof.

2. Lessee is further given the option to purchase the above described premises at any time during the term of this lease or any extension hereof.

3. In the event Lessor shall desire to accept any bona fide offer to purchase the leased premises, Lessor shall submit said offer to Lessee and Lessee may elect within twenty (20) days to purchase in accordance with the terms thereof, and in the event of failure of Lessee to purchase, Lessor may sell in accordance with said offer, said sale to be subject to this lease.

4. Lessor agrees not to conduct or permit to be conducted on premises controlled by Lessor, if any, within two hundred (200) yards of the premises hereby demised and leased, any business venture from which petroleum products other than those supplied by Lessee are sold or distributed.

5. The rentals to be paid by Lessee and the obligations and rights of the Lessee and the Lessor in respect to this lease and the demised premises, are set forth in that certain lease of even date herewith signed by the parties hereto covering the above described premises. This instrument is merely a memorandum of the aforesaid lease, and should any inconsistency exist between the terms of this instrument and said lease, the terms of said lease shall prevail as between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this lease in duplicate the day and year first above written.

33 Flora Mae Black
Flora Mae Black
C. C. GREWELL
Lessor

ATLANTIC RICHFIELD COMPANY,

BY E. M. SEMPLE
FOR VICE PRESIDENT AND GENERAL MANAGER
OF MARKETING
Lessee

STATE OF OREGON,

County of Klamath

ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVEN-HESS LAW PUB. CO., PORTLAND, ORE.

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BE IT REMEMBERED, That on this 2nd day of June, 1966,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named C.C. Grewell and Flora Mae Black

known to me to be the identical individuals described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

[Signature]
Notary Public for Oregon.
My Commission expires June 18, 1970

STATE OF OREGON; COUNTY OF KLAMATH; ss:

Filed for record at request of Oregon Title Insurance Co.

this 21 day of July, 1966 at 4:14 o'clock P. M., and

duly recorded in Vol. M-66, of Deeds on Page 7425

Fee \$3.00

DOROTHY ROGERS, County Clerk

By *[Signature]*

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