

## Lease and Sale of Road Materials

THIS AGREEMENT, made and entered into this 27th day of December, 1967, by and between A. E. and Mayme Kampler, hereinafter referred to as "Lessor", and STATE OF OREGON, by and through its State Highway Commission, hereinafter referred to as "State"; WITNESSETH:

IN CONSIDERATION of the rent hereinafter set out and the covenants and agreements hereinafter contained, Lessor and State agree as follows:

1. DESCRIPTION. Lessor has leased and does hereby lease and let to State all that tract or parcel of land situate in Klamath County, State of Oregon, and particularly described as follows:

All of that portion of the southwest one-quarter of the northeast one-quarter (SW 1/4 NE 1/4) Section 16, Township 36 South, Range 6 East W.M., lying easterly of the existing Lake of the Woods Highway. The parcel of land to which this description applies contains 27 acres, more or less.

2. TERM. This lease shall be for a one year period to commence on the 11th day of October, 1967, and terminate on the 10th day of October, 1968.

3. RENT. State shall pay to Lessor as full and complete compensation for the period covered by this lease the sum of Ten and no/100 DOLLARS; plus 3¢ per cubic yard truck measure for material removed, said consideration to be payable semi-annually.

4. TERMINATION. State for a part of the above consideration reserves the right to quit, relinquish, and give up the said premises at any time during the term, or during any period for which this lease may have been renewed by giving to the Lessor notice in writing.

5. ASSIGNMENTS. State shall not sublet said premises or any portion thereof, or assign this lease, without the written assent of the Lessor.

6. ROAD MATERIALS. The premises are being leased for the purpose of procuring materials for road building and road maintenance, and the State, its officers, agents, employees, and contractors, hereby are authorized and empowered to go upon said premises and remove therefrom earth, rock, sand, gravel or other materials and deposits found upon or under said premises; for such purposes Lessor hereby sells, transfers and assigns unto State all earth, rock, sand, gravel or other materials or deposits on said premises suitable, needful, or necessary for road building and road maintenance purposes. No consideration other than that above expressed as payable during the term of this lease shall be due or payable for the earth, rock, and other material herein sold and transferred.

7. QUANTITIES. State may procure, take, and appropriate such materials in any manner and in any quantity that may meet the convenience or serve the purpose of the State.

8. STRUCTURES. State may erect and maintain on the premises any buildings, structures, equipment, machinery, or other facilities or conveniences necessary or deemed necessary for the acquisition and appropriation of materials. Any such structures and facilities placed or erected by the State, its representatives, agents, or contractors, shall at all times remain the property of the State and may be added to, removed, or destroyed at the option of the State.

9. CONDEMNATION. The making or execution of the within lease shall not be construed as a waiver or relinquishment of the power and right of the State to acquire the property and all interests therein by the exercise of the power of eminent domain.



10. ADDITIONAL PROVISIONS:

This lease shall be non-exclusive in nature.

*The State shall not leave a hazardous fire in excavation.*

11. SUCCESSORS: This lease and sale shall bind the Lessor, his heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

In the presence of:

*A. E. Wampler* (Seal)

*Mayme Wampler* (Seal)

(Seal)

(Seal)

APPROVED:

*W. K. Klaber*

*W. K. Klaber*

APPROVED AS TO FORM

*W. K. Klaber*

*W. K. Klaber*

STATE OF OREGON, by and through its  
STATE HIGHWAY COMMISSION

By *William Jackson* As Chairman

By *Dois B. Lujan* As Commissioner

By *Dois B. Lujan* As Commissioner

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FROM

A. E. Wampler, et ux

TO

STATE OF OREGON

STATE OF OREGON,

County of Klamath

I certify that the within was received at 11:21

o'clock A. M. on the 12

January, 1968, and duly recorded

by me in Klamath County Records,

book of Deeds, volume M-68, page 293

Dorothy Rogers

County Clerk

By *Dorothy Rogers* Deputy

Fee 3.00

RETURN TO  
OREGON STATE HIGHWAY COMMISSION  
SALEM, OREGON

STATE OF OREGON

County of Klamath

On this 11th day of October

1967, personally came before me,

*A. E. Wampler*

and *Mayme Wampler*

to me personally known to be the identical persons described in, and who executed the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.

*Stewart Huffer Brainerd*  
Notary Public for Oregon  
My commission expires 9-16-68