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L E A S E
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Lease made April 24, 1974, between ASPHALT CONSTRUCTION COMPANY, an Oregon corporation, herein referred to as lessor, and GENE R. BYRNES, an individual, doing business as ASPHALT PAVING COMPANY, herein referred to as lessee.

In consideration of the rent and covenants herein specified, lessor hereby leases to lessee, the real property described in Exhibit "A", attached hereto and by this reference incorporated into and made a part of this lease for the purpose of quarrying and removing rock from such property for a term of 5 years, commencing April 24, 1974, and ending April 30, 1979.

1. Surface Rights of Lessee. Lessee shall have the right of ingress and egress through the leased premises for the purpose of quarrying and removing any rock suitable for use in connection with his business. Lessee shall have the right and privilege of setting up and erecting any necessary buildings, equipment, and machinery for the operation of such quarry or quarries, except that no residence or building used or to be used for residence purposes shall at any time be erected on the premises by lessee. Lessee shall be entitled to a reasonable time in which to remove any and all materials, buildings, and equipment placed on the premises by him during the term of this lease, after the termination, forfeiture, or abandonment of this lease. Lessee may use and possess as much of the premises as he may require during the term of this lease solely for the purpose of quarrying and removing rock in connection with his business, and for no other purpose, but lessee shall have exclusive rock and quarry privileges during such time.

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2. Surface rights of lessor. Nothing in this lease shall be construed to prevent lessor from making such use of the leased premises as he may see fit, so long as such use in no way restricts, limits, or interferes with the quarry operations of, and use of the premises for quarry purposes by, lessee.

3. Rental and royalties. Lessee agrees to pay lessor, a royalty of \$.10 per yard for each yard of rock removed from the premises up to a maximum of \$1,000.00 per year. Such royalties shall be paid on or before the 31st day of December of each year during the term of this lease.

4. Taxes. Lessee agrees to pay all taxes and assessments levied or charged against the above described property on or before the same become due. The amount so paid by lessee shall be deducted from the amount due as royalties pursuant to Paragraph No. 3.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

LESSOR:

ASPHALT CONSTRUCTION COMPANY
an Oregon corporation

By James Raymond Burns for Isaac M. Burns
President atty-in-fact

By Isaac M. Burns
Secretary

LESSEE:

Isaac M. Burns

Return: Western Bank
P. O. Box 1149
City

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STATE OF OREGON)
County of Klamath) ss.

April 24, 1974

Personally appeared Irene M. Byrnes, who, being sworn, states that he is the attorney-in-fact for James Raymond Byrnes, and that she executed the foregoing instrument by authority of and in behalf of said principal; and she acknowledged said instrument to be his act.

Caroline N. Marshall
Notary Public for Oregon
My commission expires Feb. 9, 1978

STATE OF OREGON)
County of Klamath) ss.

April 24, 1974

Personally appeared Irene M. Byrnes, who being duly sworn, did say that she is the Secretary of Asphalt Construction Company, a corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

Caroline N. Marshall
Notary Public for Oregon
My commission expires Feb. 9, 1978

STATE OF OREGON)
County of Klamath) ss.

Personally appeared the above named GENE R. BYRNES, and acknowledged the foregoing instrument to be his voluntary act. Before me:

Caroline N. Marshall
Notary Public for Oregon
My commission expires Feb. 9, 1978

~~STATE OF OREGON; COUNTY OF KLAMATH; ss.~~
~~Filed for record at request of _____~~
~~this _____ day of _____ A.D. 19____ at _____ o'clock M., and~~
~~duly recorded in Vol. _____ of _____ on Page _____~~
~~Wm D. MILNE, County Clerk~~
~~By _____~~

EXHIBIT A

5696

22-6912-
28-6912

PARCEL NO. 1:

SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 18, Township 38 S., R. 9 E.W.M.

PARCEL NO. 2:

Section 19, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Lot 4;
Section 30, NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, Lots 1, 2, 3, 4 and 5;
Section 31, Lot 1,

all in T. 37 S., R. 9 E.W.M.

re-recorded to correct description

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:

TRANSAMERICA TITLE INS. CO

on this 7th day of May A. D., 19 74

at 3:24 o'clock P. M. and duly

recorded in Vol. M 74 of DEEDS

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WM. D. MILNE, County Clerk

By *Harold D. Dargatzis*
Fee \$ 8.00 Deputy.