28244

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LEASE AGREEMENT

of <u>FCEMBER</u>, 1975, by and between AUDREY MARTIN AGER and CLARICE M. AGER, husband and wife, hereinafter called "Landlords," and ARNOLD BRANDT, hereinafter called "Tenant,"

...

PROPERTY

WITNESSES:

1. Landlords hereby lease to Tenant the property located on Spring Lake Road, Klamath County, Oregon more particularly described as follows:

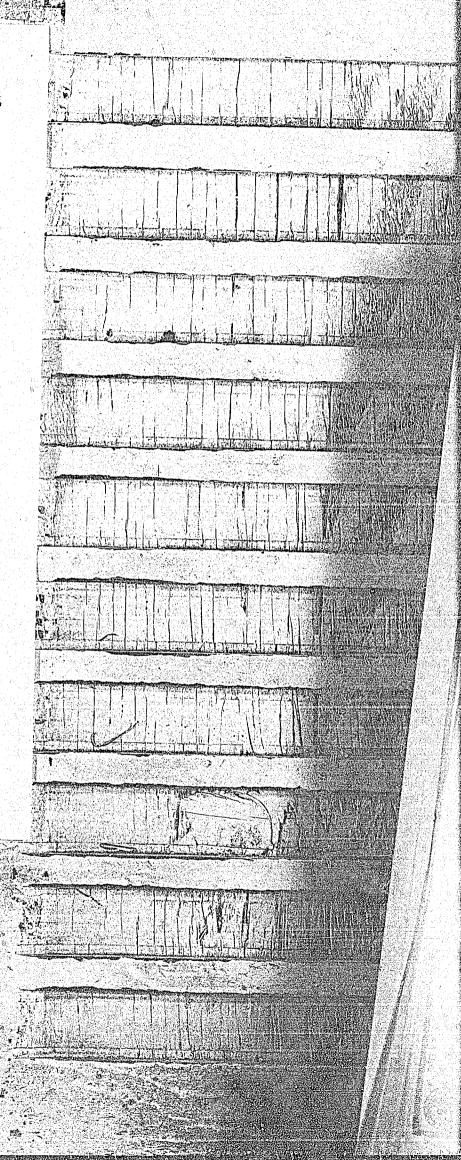
E 1/2 NW 1/4 and W 1/2 NE 1/4 of Section 34, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING therefrom rights of way conveyed to the United States of America for ditches and laterals, and right of way taken by Decree of the United States District Court, Suit No. 4293, recorded March 22, 1951, in Volume 246 at page 124, Deed Records of Klamath County, Oregon.

TERM

2. The term of this lease shall be ten years commencing March 1, 1976 and terminating February 28, 1986.

RENT

3. Tenant shall pay as rent \$1500.00 annually throughout the term of this lease. The first payment shall be due on February 28, 1977 and a like payment shall be due on February 28 of each year thereafter. Tenant shall be credited for any payments



TAXES

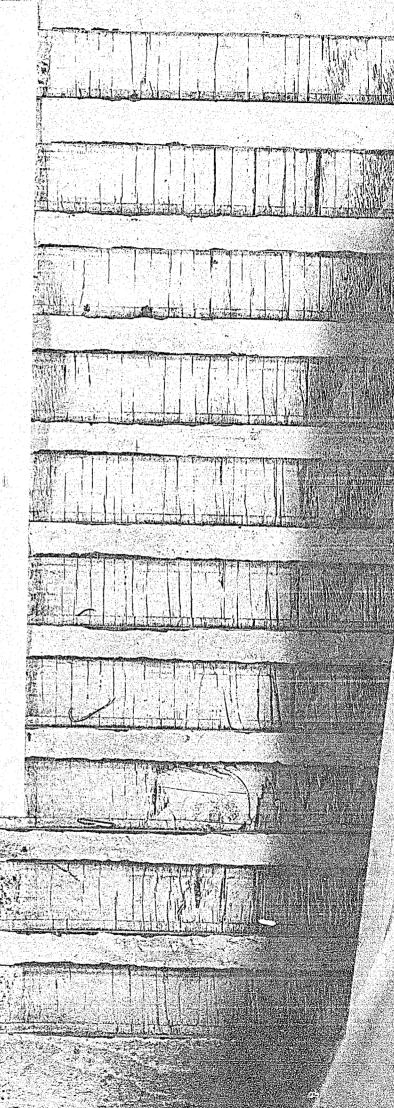
of water charges and taxes which he may advance.

4. Tenant shall pay as additional rent any increases in taxes based upon improvements of the land resulting from irrigation. Landlords shall pay all other taxes including any general increase based on revised tax rates or change in valuation unrelated to improvement in connection with irrigation.

5. Should Landlords, during the lease term, or any extension thereof, elect to sell all or any portion of the leased premises, Tenant shall have the right of first refusal to meet any good faith offer of sale on the same terms and conditions of such offer. Upon Tenant's failure to meet such good faith offer within 60 days after notice thereof from Landlords, Landlords shall be free to sell the premises or portion thereof to such third person in accordance with the terms and conditions of their offer. It is expressly understood and agreed, however, that Landlords may convey to their daughter, DIXIE, subject to this lease that portion of the premises occupied by buildings and bounded by Spring Lake Road on the east and by fences on the south and west extending to the north property line containing eight acres more or less. If Landlords convey said portion of the premises as aforesaid, and if their said daughter notifies Tenant in writing of her intention to con-

struct a residence thereon during the terms of this lease,

OPTION TO BUY



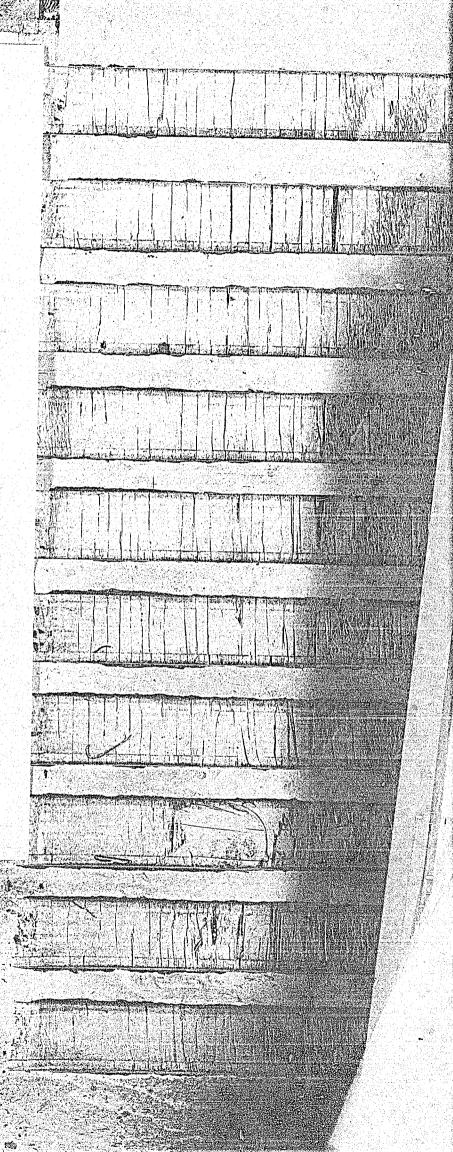
Landlords shall cause a culvert to be constructed and fill to be placed where necessary to provide Tenant access to the north section of the premises and shall cause a survey to be made of said eight acres. Tenant shall thereupon relinquish possession of said eight acres.

DRYLAND LEASE KE MANUAL TO SEE A SECOND

6. With reference to that portion of the property consisting of approximately thirty acres lying west of the USBR right of way and known by the parties as the "Ager dryland", this lease incorporates by reference, as though fully a part hereof, the terms of that certain Extension of Lease Agreement dated March 1, 1973 recorded in Liber M73 Page 14973 of Deeds, Klamath County, Oregon and particularly those terms contained in Paragraph 2 of said agreement and which are binding on the parties through February 28, 1982.

PUBLIC LIABILITY 7. Landlords shall not be responsible or liable to Tenant for any injury or damage resulting from acts or omissions of persons occupying the premises with the consent of Tenant. Tenant shall not be responsible for any injury or damage to persons using the public road resulting from the condition of the premises including the trees overhanging said road, and Landlords will save Tenant harmless therefor.

LANDLORD'S SUCCESSORS 8. The terms and obligations of this lease shall bind and benefit the heirs, executors, administrators,



successors and assigns of the parties.

IN WITNESS WHEREOF, this Lease Agreement was executed in duplicate on the day and year first above written.

"Tenant"

"Landlords"

STATE OF OREGON

The second secon

COUNTY OF KLAMATH

persons described in and each of whom executed the within instrument and acknowledged the same to be his free acts

Notary Public for Oregon My commission expires 101

This lease prepared by: James E. McCobb 3949 South Sixth Street Klamath Falls, OR 97601

STATE OF DREGUN, (County of Klemeth Filed for record at request of

TRANSAMERICA TITLE INS. CO on this 18th April April A.D. 19 77 at 3;30 o'clock P.M. and doly recorded in Vol. M 77 of DEEDS at 3;30 Paga ___6522

Wm D, MILNE, County Clerk By Jan Dues Commy S 12.00