

LEASE AGREEMENT

THIS AGREEMENT entered into this 15 day  
of DECEMBER, 1975, by and between AUDREY  
MARTIN AGER and CLARICE M. AGER, husband and wife,  
hereinafter called "Landlords," and ARNOLD BRANDT,  
hereinafter called "Tenant,"

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

30

3

PROPERTY

13

APR

1977



of water charges and taxes which he may advance.

TAXES

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.

OPTION  
TO BUY

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 construct a residence thereon during the terms of this lease,



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

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.

Arnold Brandt  
Arnold Brandt

"Tenant"

Audrey Martin Ager  
Audrey Martin Ager

Clarice Ager  
Clarice M. Ager

"Landlords"

STATE OF OREGON )

COUNTY OF KLAMATH )

ss.

On this 15 day of December, 1975, before me, a Notary Public in and for said County and State, personally appeared AUDREY MARTIN AGER, CLARICE M. AGER and ARNOLD BRANDT, known to me to be the identical persons described in and each of whom executed the within instrument and acknowledged the same to be his free act and deed.

M. Mauden Mitchell  
Notary Public for Oregon  
My commission expires 10/14/79

STATE OF OREGON,  
County of Klamath

Filed for record at request of

TRANSAMERICA TITLE INS. CO

on this 18th day of April A.D. 19 77

at 3:30 o'clock P.M. and day

recorded in Vol. M 77 of DEEDS

Page 6522

Wm D. MILNE, County Clerk

By Hazel Ingers

Fee \$ 12.00

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