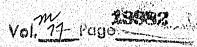
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## LEASE OF FARM LAND

THIS AGREEMENT, Entered into on the \_\_\_\_/7 day of October, 1977, by and between HALBERT WILSON and FLORENCE WILSON, husband and wife, hereinafter called LESSORS, and SAM WONG & SON, INC., an Oregon Corporation, hereinafter called LESSEE.

## <u>W I T N E S S E T H:</u>

LESSORS hereby lease to LESSEE, and the latter hereby leases from the former, the following 158 acres of farm land, more or less, more particularly described as follows:

Parcel 1: Farm Unit D, or Lots 6 and 7; the N½N½N½ of Lot 8; the N½N½N½ of Lot 9 in Section 15;

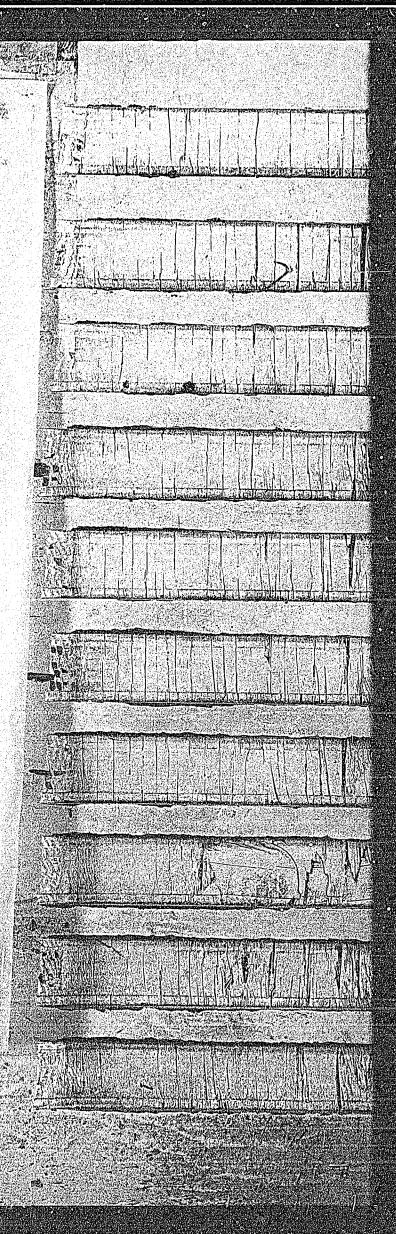
ALSO, all that portion of Lots 2 and 3 of Section 15, described as follows: Beginning at the Southwest corner of Lot 3 of Section 15, thence following the meander line North 84045' East 1815 feet; thence North 76030' East 851 feet to the Southeast corner of Lot 2; thence West 2652 feet more or less to the West line of Lot 3; thence South to the point of beginning, all being in Township 41 South of Range 11 East of the Willamette Meridian.

Parcel 7: Si, Sini, and Sinini of Lot 8; Si, Sini, and Sinini of Lot 8; Si, Sini, and Sinini of Lot 14; Ninini of Lot 15; all in section 15, Township 41 South, Range 11 East Willamette Meridian.

Parcel 5: That part of Lot 1 lying south of the U.S.R.S. "J" irrigation canal as now located and constructed; also Lots 6, 10, 11 and 21 in Section 16, Township 41 South, Range 11 East, W.M., according to the Bureau of Reclamation Farm Unit Plat approved January 22, 1927, said property being sometimes described as that part of EkEk of Section 16 lying south of the U.S.R.S. "J" irrigation canal and north of Lost River, all in Township 41 South, Range 11 East, W.M.; also, that part of Lot 2 and of Lot 9 in Section 16, Township 41 South, Range 11 East, W.M., lying South of "J" canal and easterly of the new state highway,

Excepting, however, the portions described as follows: All those portions of Lots 10, 11 and 21 of Section 16, Township 41 South, Range 11 East, W.M., lying southerly from the southerly line of the right of way of Modoc Northern Railroad as the same is now located and constructed and as conveyed by Dora Pope and husband to the Central Pacific Railroad Company by deed dated November 26, 1928, and recorded

LEASE OF FARM LAND -1-



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in Book 85 at page 198, Klamath County Deed REcords, and westerly from the westerly line of the right of way of the United States Reclamation Service No. 42 drain as conveyed by Dora Pope and husband to the United States by deed dated December 28, 1925, and recorded in Book 69 at page 151, Klamath County Deed Records, which said excepted premises have heretofore been conveyed to one F. E. Murphy by deed dated October 14, 1936 and recorded October 16, 1956, in Volume 107 at page 336, Deed Records for Klamath County, Oregon and also excepting a certain portion of said premises containing 5.616 acres hereto conveyed to County of Klamath for highway purposes.

All of the above three parcels of land are situated in the County of Klamath, State of Oregon.

The term of this lease is from date hereof until the 1982 crop season ends, or November 1, 1982, whichever first occurs.

The agreed rent for said land is the sum of \$100.00 per acre, for a total of \$15,800.00 per year. The first payment shall be due and payable on or before January 1, 1978, and subsequent payments shall be due and payable on or before the 1st day of each year thereafter until January 1, 1982, at which time the last payment or said rent shall be due and payable.

LESSORS agree to pay all taxes, assessments and water charges imposed against said land during the term of this lease; warrant that they have the right to make this lease; agree to defend LESSEE's right to possession of the leased land during the term hereof; and guarantee LESSEE's right of ingress to and egress from said land.

LESSEE agrees not to commit any strip or waste to the leased land; to farm the land in a reasonably careful manner, according to approved practices in the community where the same is situated; to plant only clean send, reasonably free from disease and noxious weeds; to surrender the leased premises at the end of said term in as good condition as the same now are in, usual wear and tear and damage by fire and the elements

LEASE OF FARM LAND. - 2-

