

51415

LEASE OF FARM LAND AND PERSONAL PROPERTYVol. <sup>m</sup>78 Page 14747

THIS AGREEMENT, Made in duplicate the 23rd day of January, 1976, by and between CHARLES J. TEAGUE, as First Party or Lessor, and MCKOEN & SON, a partnership composed of Leo McKoen and Leo McKoen, Jr., as Second Party or Lessee,

WITNESSETH:

First Party hereby leases to Second Party, and the latter hereby leases from the former, the following described real property situated in Klamath County, Oregon:

The SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 4, Township 41 South, Range 11 East, W.M., less that portion lying Southwest of the Burlington Northern Railway and North of the Klamath Falls - Malin Highway; and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$  Section 4, Township 41 South, Range 11 East, W.M., all in Klamath County, Oregon.

Lessor further leases to Lessee, one electric pump, one one-quarter mile wheel-line, and mainline sufficient to irrigate the above property. It is agreed that the ultimate objective of this lease shall be to improve the supply of nitrogen and other nutrients to the soil, so that Lessee can plant, maintain and harvest a crop of potatoes from said property in the year ~~1980~~ <sup>1978-1979 + 1980</sup>. Therefore Lessee shall have absolute discretion as to the crops to be grown, so as to best achieve this end.

The term of this lease is for the crop season of 1976, or from the date hereof until December 1, 1976. The agreed rent for said land is the sum of \$9,000.00, \$5,000.00 of which shall be paid upon execution and delivery of this lease and the balance shall be paid on or before May 1, 1976. As further consideration for this lease, Lessor agrees to pay all taxes, assessments and water charges imposed against said land during the term of this lease; Lessor further agrees to pay all electric charges incurred by the operation of the pump installed upon said property; warrants that he has the right to make this lease; agrees to defend Lessee's right to possession of the leased land during the term hereof; and guarantees Lessee's right of ingress to and egress from said land.

PAGE 1.

WILBUR O. BRICKNER  
ATTORNEY AT LAW  
MERRILL OREGON

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*Charles J. Teague  
Leo McKoen*

In further consideration of this lease, Lessee agrees not to commit nor permit any strip or waste to the leased land; to farm the same in a reasonable careful manner, according to approved practices in the community where the same is situated; to plant only clean seed, reasonably free from disease, noxious weeds, and parasites; to surrender the leased land, pump and sprinkler system at the end of said term in as good of condition as the same is received, usual wear and tear and damage by fire and the elements excepted; to pay all costs of planting, caring for, and harvesting the crops raised upon this land; to save Lessor harmless from any and all liability as the result of spraying, farming and harvesting of crops upon said land during the term of this lease; and not to sublet the premises without the written consent of Lessor.

As further partial consideration for this lease, Lessee is hereby given the option to extend the term hereof for four additional terms of one year each, upon the same terms and conditions as are stated above. In the event Lessee elects to so extend the term of this lease he agrees to pay the sum of \$5,000.00 to Lessor on or before January 31st of each following year, and to pay the additional sum of \$4,000.00 not later than May 1st of that year. In the event that Lessee shall fail to provide Lessor with notice of Lessee's intent to exercise this option for an additional year prior to December 31st of any given year, this option shall be considered waived.

In no event and under no circumstances, shall Lessor terminate Lessee's interest in this lease prior to the end of any farming season, and prior to the removal of that year's crop from the property.

The provisions and conditions of this lease shall extend to and bind the executors, administrators, heirs and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Said parties hereunto set their hands.

McKOBEN & SON

By

Leo McKoen

By

Leo McKoen, Jr.

*Rich  
White Valley  
207 - Grand  
County*  
Charles J. Teague  
Charles J. Teague

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 10th day of July A.D., 19 78 at 3:40 o'clock P M., and duly recorded in Vol. M78, of Deeds on Page 14747.

FEE \$6.00

WM. D. MILNE, County Clerk

By

Bernetha Schuch

Deputy