

73312

K-31703

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ASSIGNMENT OF LEASE

August 31, 1979

FOR VALUE RECEIVED, MODOC LUMBER CO., an Oregon corporation (Modoc), hereby assigns to RUTH H. TEASDEL (Teasdel), certain Lease described as follows:

Lease No. 75938, dated May 23, 1968, between Great Northern Railway Company, a Minnesota corporation, Lessor, and Klamath Ice & Storage Company, Lessee, which was assigned on July 8, 1974, to Klamath Cold Storage Division of Modoc Lumber Co. by Burlington Northern, Inc. successor in interest to Great Northern Railway Company. Copies of this lease and assignment are attached as Exhibit "A".

Teasdel hereby agrees to assume the obligations of Modoc under the Lease for the balance of its term and to perform all covenants contained therein.

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

MODOC LUMBER CO.

by: Thomas J. Shaw
Thomas J. Shaw, President

Ruth H. Teasdel
Ruth H. Teasdel

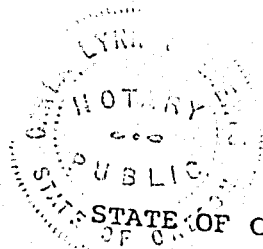
by: George M.M. Burton
George M.M. Burton, Secretary

STATE OF OREGON)
) ss
County of Klamath)

On this 31 day of August, 1979, before

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me appeared within named THOMAS J. SHAW and GEORGE M. M. BURTON... who, being duly sworn, did say that they are the President and Secretary of Modoc Lumber Co. and that the within was signed in behalf of said corporation by authority of its board of directors; and acknowledged said instrument to be its voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



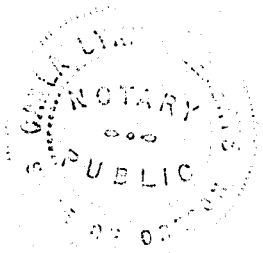
County of Klamath) ss.

Cecilia Lynn Clements
NOTARY PUBLIC FOR OREGON

My Commission Expires: 2/16/12

On this 31 day of August, 1979, before me, appeared the within named RUTH H. TEASDEL, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



Cecilia Lynn Clements
NOTARY PUBLIC FOR OREGON

My Commission Expires: 2/16/12

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WITNESSETH:

All that part of the premises of the said Lessor as shown hatched blue on the print hereto attached, marked Exhibit "A", and under a part hereof.

TO HAVE AND TO HOLD the above described premises unto the Lessee for a term of twenty (20) years, beginning on the 1st day of June, 1963 and ending on the 31st day of May, 1983

*The Lessee hereby hires and takes the said premises from the Lessor for the term hereof subject to the covenants and promises following which the Lessee agrees to observe and perform with the said

1. The Lessee shall pay a rental for the said premises the sum of _____, for the first ten (10) year period of the term hereof, the sum of one thousand three hundred fifty _____ Dollars (\$ 1,350.00) for each and every year this agreement shall remain in force and effect, payable in equal annual installments.

installments in advance on the first day of each year of said ten (10) year period of the term hereof at the office of the Lessor in the City of St. Paul, Minnesota. Rental for the second ten year period shall

2. The Lessor shall pay all taxes, license fees or other charges which may become due or which may be assessed against the said premises, against the Lessor, against the business conducted on the said premises or against any and all improvements placed thereon during the term hereof, except special assessments for public improvements; and shall reimburse the Lessor for any such taxes, license fees or other charges which may be paid by the Lessor, promptly upon the presentation by the Lessor of bills for the amount thereof; and in default of such reimbursement, all sums so paid by the Lessor shall be deemed an addition to the rental and recoverable as such.

In the event that the premises hereby demised, or any part thereof, shall be subjected to any special assessment for any public improvement or improvements, the rental herein reserved and stipulated to be paid by the Lessee shall be automatically increased by an amount equal to 7% per annum on the total amount of the assessment.

EXHIBIT "A"

ASSIGNMENT OF LEASE NO. (05) 77238

AGREEMENT, made this 8th day of July, 1974, between BURLINGTON NORTHERN INC., a Delaware corporation, successor in interest by merger to Great Northern Railway Company, hereinafter called Railway Company, and KIAMATH ICE & STORAGE COMPANY

KIAMATH COLD STORAGE DIVISION OF MODOG LUNCH COMPANY, an Oregon corporation, hereinafter called Assignee, and

By lease numbered (05) 77238 and dated May 23, 1968.

located in KIAMATH ICE & STORAGE COMPANY at Kiamath Falls,

Kiamath County, State of Oregon.

Railway Company
certain premises

Assignor and Assignee desire that Assignor's interest in said lease be assigned to Assignee and that Railway Company consent thereto.

NOW THEREFORE, the parties hereto, in consideration of their mutually dependent promises, hereby agree as follows:

1. For a valuable consideration, the receipt of which by Assignee is acknowledged, Assignor sells, assigns, transfers and conveys over to Assignee all of Assignor's interest in and under said lease, as the same may have heretofore been amended or modified by any supplemental agreement mentioned above and as the same may be hereby modified and amended.

2. Assignee assumes and shall perform and be bound by all the terms, conditions and provisions of said lease, as the same may have heretofore been amended or modified by any supplemental agreement mentioned above and as the same may be hereby modified and amended and Assignee shall use said premises for the purpose of a warehouse and cold storage plant and for no other purpose.

3. Railway Company consents to the assignment from Assignor to Assignee; provided that such consent shall not be construed as consent to any further assignment of said lease.

4. This agreement shall be effective as of May 1, 1974.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

BURLINGTON NORTHERN INC.

By J. C. Weiland
Assistant Vice President

KIAMATH ICE & STORAGE COMPANY

By Kare Rayland
Title:

Assignor

Witnesses to execution by Assignor

Angela K. K.

John H. H.

Witnesses to execution by Assignee

John H. H.

Kare Rayland

KIAMATH COLD STORAGE DIVISION OF MODOG LUNCH COMPANY

By John H. H.

Title: K.P.
Assignee

3. The Lessee shall occupy the said premises for the construction, maintenance and use of a warehouse and ~~all~~ storage plant.

No other buildings, structures, additions, alterations or improvements shall be erected or made on the premises save with the express permission of the Lessor in writing and at the sole cost of the Lessee.

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4. The Lessee shall pay all rates for the use on the said premises of water, heat, gas, electricity, and any other public utility, and shall save harmless the said premises and the improvements thereon from any and all liens attaching thereto by reason of non-payment of any such rates.

(or 7 1/2 feet for platform not over 4 feet above top of rail.)
5. The Lessee shall not place or permit to be placed or to remain, any structure, pole or other obstruction within 9 feet laterally of the center or within 23 feet vertically from the top of the rail of any track located on or near said premises; provided that if by statute or order of competent public authority greater clearances shall be required than those provided for in this paragraph, then the Lessee shall strictly comply with such statute or order. The Lessee agrees to indemnify the Lessor and save it harmless against any and all claims, demands, expenses, costs and judgments arising from loss of or damage to property, or injury to or death of persons occurring directly or indirectly by reason of any breach of the foregoing or any covenant contained in this contract.

6. The Lessee, at Lessee's own sole cost and expense, shall install and maintain adequate facilities for fire protection in all buildings and structures upon the said premises. The character and manner of installation of such facilities shall be subject to the approval of the superintendent of the Lessor. The Lessee also, at Lessee's own cost and expense, shall observe and comply with all the rules, regulations and orders of any duly constituted authority and of any board of fire underwriters having jurisdiction of the said premises and all provisions of any fire insurance policy covering the said premises.

7. The Lessee shall not permit the existence of any nuisance on the said premises; shall maintain and keep the same in proper, clean, safe and sanitary condition and free and clear of any explosive, inflammable or combustible material.

which would increase or tend to increase the risk from fire; and shall paint the buildings thereon to the satisfaction of the Lessor; and further, the Lessee shall keep, observe and comply with all federal, state and municipal regulations, ordinances and laws, and with the regulations of any duly constituted local authority having jurisdiction of the premises, and at Lessee's own cost shall make any and all improvements, alterations, repairs and additions and install all appliances required on the said premises by or under any such regulations, ordinances or laws.

8. The Lessee, at Lessee's own sole cost and expense, shall keep the premises hereby demised in good condition and shall make all repairs and renewals that from time to time may be necessary to keep any improvements which may be located thereon in good condition and ready and fit for occupancy; and on termination of said leasehold, either by expiration of the term hereof or by cancellation, shall surrender said demised premises in a condition satisfactory to the Lessor and shall fill and level all excavations and remove and level all obstructions above ground at Lessee's own cost and expense. In the event of Lessee's failure to do so, the Lessor may do said work and the Lessee shall reimburse Lessor for the cost and expense thereof.

9. The Lessee shall not permit any railroad company or any company or person engaged in any type of transportation, other than Lessor, to use any track which is now or may hereafter be constructed upon the demised premises without express permission from Lessor in writing.

10. The Lessee shall deliver or cause to be delivered to the Lessor for transportation over its line of railroad and connections all shipments which the Lessee can control made by or to the Lessee from or to the said premises, provided the rates and charges of the Lessor and its connections for such transportation shall be as reasonable and low as those of other means of transportation.

11. The Lessee hereby assumes all risk of loss of or injury to any structure or any real or personal property upon said premises belonging to the Lessee, and to any property belonging to others brought and held on said premises by the Lessee for storage or transfer, caused by fire, whether such fire originates through the negligence of the Lessee or otherwise, and the Lessee hereby releases and agrees to indemnify and save harmless the Lessor from all claims for damages arising from such loss or injury, it being understood that any property for which a bill of lading has been issued, though on said premises, is not covered by the above provision exempting the Lessor from liability for negligence or destruction by fire.

12. The Lessee shall not assign or sublet this agreement, or by any act or deed purport the said premises, or any part thereof, to be assigned, transferred or sublet, and further, shall not sublet or purport to assign or sublet to any person without the consent of the Lessor in writing first had and obtained.

The Lessor and Lessee hereby mutually covenant and agree as follows:

(a) Upon termination of this agreement, the Lessee not then being in default in the payment of any rental or other sums required to be paid by Lessee, or in the observance and performance of any of the covenants and promises to be performed by Lessee, shall have the right to remove, within 120 days thereafter, improvements or other property now on or hereafter placed by Lessee on the said demised premises.

(b) Upon the termination of this agreement, or at the expiration of the period specified in paragraph "a" above, and paragraph is applicable, title to all improvements and property remaining on said premises shall immediately vest in Lessor. In the event Lessor shall determine that said improvements and property are of no value (and such determination by Lessor shall be conclusive), and notifies Lessee in writing of such determination, Lessor agrees to remove said improvements and property from said premises within sixty (60) days from the date of making of such notice. Should Lessee fail to remove such improvements and property within said sixty-day period, Lessee agrees to pay Lessor the cost or expense of removing or destroying said improvements or property.

(c) The Lessee, if not in default hereunder, by giving to the Lessor written notice one hundred twenty (120) days before the date of termination of this agreement as above provided may renew and extend the term of this agreement for a further period of ten (10) years, and by like notice before termination of said ten (10) year period, may renew or extend the term of this agreement for an additional period of ten (10) years; provided that the amount of annual rental for such extended term or terms shall be such sum as shall equal seven per centum (7%) of the value of the premises at the end of the original term or the first extension as the case may be, exclusive of improvements placed thereon by Lessee, if such sum shall be equal to or shall exceed the annual rental fixed for the first ten (10) years of the original term hereof.

(c) The Lessee, if not in default hereunder, by giving to the Lessor written notice one hundred twenty (120) days before the date of termination of this agreement as above provided, may renew and extend the term of this agreement for a further period of ten (10) years, provided, that the Lessee shall execute an agreement in the form hereof containing all the covenants and promises hereof except paragraphs "c" and "d", but the amount of annual rental shall be such sum as shall equal seven per centum (7%) of the value of the premises at the end of the original term exclusive of improvements placed thereon by the Lessee, if such sum shall be equal to or shall exceed the annual rental fixed for the original term.

(d) In the event that the parties shall fail to agree upon the value of the said premises for the purpose of determining the amount of rental for the first ten (10) years, the value shall be fixed by the appointment of three disinterested persons, hereinafter called arbitrators, one to be named by the Lessor, one by the Lessee, and the third to be selected by the two named as aforesaid. The arbitrators shall be chosen and an award shall be made before the expiration of the original term. Should either party fail to appoint an arbitrator and give notice thereof to the other party within ten days after being notified of the appointment of an arbitrator by the said other party, or should the arbitrators appointed by the parties fail to agree upon a third arbitrator, any Judge of the Supreme Court of the State of Oregon may on summary application to him by either party and upon such notice as the said Judge may direct appoint an arbitrator for the party so failing to make an appointment or the third arbitrator as the case may be. The expense of such arbitration shall be borne equally by the parties and an award of the majority of the arbitrators shall be binding upon the parties; provided, however, that if seven per centum (7%) per annum upon the value so found shall be less than the annual rental fixed herein for the original term, the annual rental for the extended term shall be fixed at the rate for the original term. — first ten (10) years of the term hereof, annual rental for the second ten (10) years or said extended term or terms shall be fixed at the same rate as fixed for the first ten (10) years of the original term hereof.

(e) Any sum which under the provisions of this agreement the Lessee has agreed to pay shall constitute, when due and unpaid, a lien enforceable at law by the Lessor upon any building, improvements or other property of the Lessee located on the said premises.

(f) Should any lien be placed by a creditor of the Lessee upon any building erected by the Lessee upon the said premises, or should the Lessee make any assignment for the benefit of creditors, or becoming bankrupt or insolvent voluntarily or involuntarily, take the benefit of any act that may be in force for bankrupt or insolvent debtors, or should a receiver be appointed for the Lessee, then the rent for the current year shall become due and payable immediately and the said term immediately shall become forfeited and void.

(g) No re-entry by the Lessor shall work a forfeiture of the rents already accrued or of any obligation of the Lessee under the provisions hereof which shall be in default at the time of such re-entry, the Lessee remaining liable on the covenants hereinbefore contained for the performance thereof and for the payment of all such rents.

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(h) Nothing herein contained shall imply or import a covenant on the part of the Lessor for quiet enjoyment.

(i) Failure of the Lessee to use and occupy the said premises for the purpose aforesaid, for a continuous period of thirty days, shall be deemed an abandonment thereof; and shall operate at the option of the Lessor, to be expressed by notice in writing to the Lessee, to cancel and terminate this agreement at the end of such period of thirty days.

(j) All notices hereunder to be given by the Lessor to the Lessee may be effectually given by letter from the Lessor or its agent or attorney by mailing in a registered package, postage prepaid, addressed to the Lessee at Lessee's last office address above stated.

(k) Each and all of the covenants and promises made by the Lessee herein are material considerations hereof, and upon the breach or non-performance by the Lessee of any of the said covenants or promises, the Lessor, at its option, may re-enter the said premises, or any part thereof in the name of the whole, upon ten days written notice to the Lessee, and may have, possess and enjoy the same as of its former estate, and may terminate this lease and all rights hereby granted. A waiver by the Lessor of a default shall not be deemed a waiver of any subsequent default of the Lessee.

(l) All of the covenants and promises hereof shall inure to the benefit of and be binding upon the respective executors, administrators, successors and assigns of the parties; subject, however, to the provisions of paragraph twelve hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate, the day and year first hereinabove written.

In the presence of:

GREAT NORTHERN RAILWAY COMPANY,

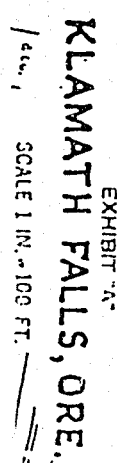
By _____
Vice President

John R. [Signature]
John R. [Signature]

KANSAS ICE & STORAGE COMPANY

By *W. H. [Signature]*
President

5-7-66



PREPARED BY ASSISTANT CHIEF ENGINEER - SEATTLE

Contract Agreement

C.F.A.

Chief Engineer

Chief Engineer

Chief Engineer

Chief Engineer

Chief Engineer

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Agreement, Made and entered into this 16th day of MAY 1968 between

CHRIS L. STUBBINS d/b/a DUD STUMP PIPE LINE AND EXCAVATION COMPANY of
Klamath Falls, Oregon
hereinafter called the "Contractor," party of the first part, and the GREAT NORTHERN RAILWAY
COMPANY, hereinafter called the "Company," party of the second part, WITNESSETH:

The Company proposes to remove the building known as "Great Northern Railway
Office Building and Freight House" located on South Sixth Street near Broad
Street in Klamath Falls, Oregon. Print showing location of said building is
attached.

The Contractor, for the consideration hereinafter named, agrees to furnish all labor, tools, apparatus and
material required to remove the building.

The Contractor shall, at his expense, obtain all permits required by the
City of Klamath Falls ordinances or codes and any other authority that may
have jurisdiction in connection with the removal work.

The Contractor shall not assign or sublet any portion of this contract
without the written consent of the Chief Engineer of the Company.

The Company shall shut off all power and water lines to the building before
the Contractor begins work.

The Contractor shall construct and maintain barricades, place warning signs,
lights and other safeguards as required by the City of Klamath Falls authority.

All rated material shall become the property of the Contractor and shall be
removed from the Company's right of way. Razing work shall include removal of
all concrete substructures, footings, foundations, pedestals, and all under-
ground fuel tanks and their contents.

Upon completion of the work, the Contractor shall remove all tools, equip-
ment, materials, and debris in order to leave the site of the work in an orderly
condition.

This agreement is based upon a proposal submitted by the Contractor on
May 15, 1968, and it is mutually agreed that if the Company shall fail to give
notice to the Contractor to proceed within thirty (30) days after May 15, this
contract shall not be binding on either party.

No alterations or additions shall be made in the work shown and described in the contract
except upon the written order of the Chief Engineer of the Company, and, when so made, the value of the work
added or omitted shall be computed by said Chief Engineer, or his representatives, unless previously agreed upon
in writing by the parties hereto; and the amount so ascertained shall be added to or deducted from the contract
price. The decision of the Chief Engineer of the Company as to the value of the work added or omitted shall be
conclusive upon the parties.

The Contractor shall commence said work ~~immediately~~ upon notice from the Company ~~to proceed~~
and shall complete the work within fourteen (14) calendar days.

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Rec'd. 8/19/68 on
8/15/68

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The Company shall not furnish any free transportation in connection with this work.

Independent Contractor

The Contractor shall prosecute and complete the work according to the Contractor's own manner and methods and with and by the Contractor's own means and employees, free from any supervision, or control whatever by the Company except only such inspection as may be necessary to enable the Company to determine whether the work performed complies with the requirements of this contract and to determine whether it being the intention of the parties hereto that the Contractor shall be and remain an independent contractor and that nothing herein contained shall be construed as inconsistent with that status. As such independent contractor, Contractor is obligated to comply in all respects with the provisions of all applicable Federal and state laws, including Price Control Act, Social Security Act, Unemployment Compensation Act, Workmen's Compensation Act, and Wage and Hour Act, and with all applicable orders, rules and regulations of Federal and state officials and agencies; and Contractor agrees to indemnify and save harmless the Company of and from any and all claims, demands, actions, recoveries, judgments, costs and expenses in any manner arising from its failure to comply with any of said Federal and state laws, orders, rules and regulations.

Indemnity to Property

The Contractor shall be solely liable for any and all injuries to persons or damage to property in any manner caused by the negligence of the Contractor, his agents or servants, in or about the prosecution of the work covered by this contract, and shall indemnify and save harmless the Company from any and all loss or damage on account of any such injuries to persons or damage to property.

Permits

The Contractor shall secure all necessary permits which may be required by governmental authority for the prosecution of the work to be done hereunder and shall comply with all requirements of all competent governmental authorities relative to the prosecution of such work and the hiring of employees therefor.

Public Liability and Property Damage Insurance

The Contractor shall furnish the Company with Certificate of Insurance issued by an insurance company satisfactory to the Company showing that the performance by the Contractor of the work is protected by Public Liability insurance for at least FIVE HUNDRED THIRTY FIVE THOUSAND Dollars (\$535,000.00) and FIVE HUNDRED THIRTY FIVE THOUSAND Dollars (\$535,000.00) and Property Damage insurance for at least THIRTY HUNDRED THIRTY FIVE THOUSAND Dollars (\$335,000.00), and that the Company has been named as an additional insured in the policies. The Contractor shall also furnish the Company with Certificate of Insurance or other evidence satisfactory to the Company substantiating Contractor's protection with respect to Workmen's Compensation.

Use of Tracks

The Contractor in the prosecution of the work covered hereby shall so conduct the same as not to interfere with the movement of trains or traffic upon and over the tracks of the Company as and adjacent to the site of said work, and shall so arrange and conduct operations in said work as to permit said trains to pass continuously and safely upon and over said tracks.

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Extension
of Time

Time is material and of the essence of this contract. No extension of time within which to complete the work shall be granted to the Contractor for any cause whatever, unless the same is made necessary by the fault of the Company, by the act of God, by inevitable accident, or by strikes of the employees of the Contractor, in which case the Chief Engineer of the Company may, in writing, extend such time. The period of such extension so made necessary shall be certified by said Chief Engineer and shall be conclusive upon the parties.

Scope
of Work

The Contractor shall complete the work in strict accordance with the plans and specifications.

Patent
Claim

The Contractor covenants and agrees to save harmless and indemnify the Company against all claims, judgments, actions or proceedings arising in any way out of alleged infringement of patents covering any equipment, apparatus, machinery or other material, or for patent royalties. In case any such equipment, apparatus, machinery or other material is in any way or proceeding held to constitute an infringement and its use enjoined, the Contractor will, within a reasonable time thereafter, either secure for the Company the right to continue using such equipment, apparatus, machinery or other material by suspension of the injunction, by procuring for the Company a license, or otherwise, or the Contractor will at its own expense replace such equipment, apparatus, machinery or other material with non-infringing equipment, apparatus, machinery or other material, or will modify same so that it becomes non-infringing, or will remove same and refund to the Company all sums paid therefor.

Performance

In case the Contractor shall at any time fail, in any respect, to prosecute said work with promptness and diligence, or fail in the performance of any of the covenants herein stipulated to be performed by the Contractor, the Company may, at its option, after three days' notice to the Contractor terminate this contract and enter upon the premises, and, for the purpose of completing the work herein mentioned, take possession of all materials, tools and appliances thereon, and employ any other person or persons to finish said work, and provide the materials therefor. In such case the Contractor shall not be entitled to receive any further payments under this contract until said work shall be wholly finished, at which time if the unpaid balance of the amount to be paid hereunder shall exceed the expense incurred by the Company in finishing said work, such excess shall be paid to the Contractor; but if the said unpaid balance shall be less than the expense of completing said work, the Contractor shall pay to the Company the amount of such deficit. The expenses incurred by the Company for finishing said work, and any damage incurred by it through such default, failure or refusal shall be certified by the Chief Engineer of the Company, whose certificate shall be conclusive upon the parties hereto.

Claims
for
Labor and
Material

The Contractor shall pay and discharge all claims for labor and material furnished to him for said work, and shall protect the Company from liens therefor. The Company may from time to time pay any such claims arising in favor of any person against the Contractor, and may retain and deduct from the amounts due to the Contractor, and as they become due under this contract, the sums so paid in settlement and discharge of such claims. The receipts of the persons holding such claims shall be equivalent to the receipts of the Contractor.

Inspection

Said work shall at all times during the progress thereof be subject to the inspection of the Chief Engineer of the Company, or of such persons as he shall designate. The Contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the work hereunder by the Chief Engineer of the Company, or by such persons as he shall designate. The Contractor shall not be entitled to receive any payment for work done until it has been accepted by the Chief Engineer of the Company, or by such persons as he shall designate. The Contractor shall not be entitled to receive any payment for work done until it has been accepted by the Chief Engineer of the Company, or by such persons as he shall designate.

Contract
to be
Signed
Completion

Completion of the work shall be determined by the Chief Engineer of the Company, or by such persons as he shall designate. The Contractor shall not be entitled to receive any payment for work done until it has been accepted by the Chief Engineer of the Company, or by such persons as he shall designate. The Contractor shall not be entitled to receive any payment for work done until it has been accepted by the Chief Engineer of the Company, or by such persons as he shall designate.

Dispute

In case any dispute shall arise between the parties hereto as to the interpretation of this contract or the proper performance hereunder, the decision of the Chief Engineer of the Company shall be conclusive upon the parties hereto.

Payment and
Completion

Payment for the work shall be made by the Company, or by such persons as he shall designate, at the completion of the work, or at such other times as may be agreed upon by the parties hereto. The Contractor shall not be entitled to receive any payment for work done until it has been accepted by the Chief Engineer of the Company, or by such persons as he shall designate.

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In consideration of the Contractor doing the work hereinafter described, in the manner and within the time specified, the Company shall pay to the Contractor the sum as follows, to-wit:

for removing office building and freight house - - - - Lump Sum \$5,250.00

Upon receipt of invoice from the Contractor and within thirty (30) days after completion of the work and its acceptance by the Company, the Company shall make full payment, namely \$5,250.00.

~~The Contractor shall maintain the work hereinafter described in the Company's possession until the expiration of the term of the contract, and shall be responsible for the same during that time.~~
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first hereinafore written.

IN PRESENCE OF
James B. [Signature]
Will B. [Signature]

END STREET PIPE LINE & EXCAVATION CO.
By [Signature]
Its [Signature]
GREAT NORTHERN RAILWAY CO.
By _____
Vice President

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 31st day of August A.D., 19 79 at 2:56 o'clock P M., and duly recorded in Vol. M79 of Deeds on Page 20869.

FEE \$42.00

WM. D. MILNE, County Clerk
By Bernetha [Signature] Deputy