

5086

Vol. 1787 Page 114

LEASE AGREEMENT

THIS INDENTURE OF LEASE, made and entered into this 2<sup>nd</sup> day of February, 1982, by and between JERRY V. RAJNUS and HELEN RAJNUS, husband and wife, and JERRY A. RAJNUS and MARGI RAJNUS, husband and wife, hereinafter referred to as "Lessors", and T & J PACKING CO., an Oregon corporation, hereinafter referred to as "Lessee".

W I T N E S S E T H:

In consideration of the covenants, agreements and stipulations herein contained on part of the Lessees to be kept and faithfully performed, the Lessors do hereby lease, demise and let unto said Lessees those certain premises situated in the County of Klamath, State of Oregon, described as:

PARCEL 1: NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 14, Township 41 South, Range 12 E.W.M., Klamath County, Oregon

PARCEL 2: NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 14, Township 41 South, Range 12, E.W.M., Klamath County, Oregon

To have and to hold the above-described premises for a term of one (1) agricultural season, commencing, terminating and subject to the terms, covenants and conditions hereinafter set forth:

SPECIAL TERMS, COVENANTS AND CONDITIONS

1. TERM. The term of this lease shall commence Feb 1, 1982, 1982 and end on JAN 1,, 1982, both dates conclusive.

2. RENTAL. Lessees agree to pay to Lessors as rental for the demised premises during the term of this lease, the sum of \$14,500.00; payable in full on or before February 27, 1982. The rent is broken down as follows:

The North 40 acres where potatoes will be grown - \$250.00 per acre, for a total of \$10,000.00.

The South 40 acres wherein grain will be grown - \$100.00 per acre, for a total of \$4,000.00

For use of a 1/4 mile irrigation wheel line - \$500.00.

Lessors acknowledge that \$5,000.00 has been received, and that the balance due under this Lease Agreement is \$9,500.00.

/ / /

1. LEASE AGREEMENT

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100

3. ACCESS. Lessors will allow Lessees access from Lots 5 and 6, which are directly South of the demised premises, for irrigation purposes.

4. IRRIGATION EQUIPMENT. Except for equipment mentioned above, Lessee will provide their own pumps and motors for irrigation purposes. Rental for the wheel line above, includes any damage done by normal useage.

5. UTILITIES. The Lessors shall not be required to furnish any service to the leased property with the exception of water. Lessees must provide and pay for their own electricity and shall indemnify the Lessors against any liability for said electricity.

6. GROWING CROPS. The Lessees covenant to farm said premises in a good and farmlike manner; to properly care for all growing crops and to harvest all crops in proper season. Lessors agree they will not allow the demised land to be sold, foreclosed or assigned during the lease term. Lessors shall have the right to enter said demised premises for the purposes of examining the condition thereof at any reasonable time. During the lease term, the Lessee shall have unrestricted rights of ingress and egress to plant, maintain and harvest the crops.

7. TAXES. Throughout the term of this lease, the Lessors shall pay all property taxes on the leased premises.

GENERAL TERMS, COVENANTS AND CONDITIONS:

In consideration of the leasing of said premises and of the mutual agreements hereinafter contained, each party hereto does hereby expressly covenant and agree to and with the other, as follows:

1. LESSEE'S ACCEPTANCE OF LEASE. Lessee accepts said letting and agrees to pay to the order of Lessors, the rentals above stated for the full term of this lease at the times and in the manner aforesaid.

2. REPAIRS AND IMPROVEMENTS. Lessors shall not be required to make any repairs, alterations, additions or improvements to or upon said premises during the term of this lease, except those here-

in specifically provided for. Lessees further agree that they will make no alterations, additions or improvements to or upon said premises, without the consent of the Lessors first being obtained.

3. RIGHT OF ASSIGNMENT. Lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this lease or any interest therein, or permit any other person or persons whomsoever, to occupy the premises without the written consent of the Lessors being first obtained in writing. This lease is personal to said Lessee and Lessee's interest, in whole or in part, cannot be sold, assigned, transferred, seised or taken by operation of law, or under or by virtue of any execution or legal process, attachment or proceeding instituted against the Lessee, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to Lessee, or in any other manner, except as above-mentioned.

4. ATTORNEY'S FEES. In the event of any litigation between the parties hereto arising out of this Lease, or the leased premises, the prevailing party therein shall be allowed all reasonable attorney's fees expended or incurred in such litigation to be recovered as a part of the costs herein.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first hereinabove written.

James H. Ragmus  
Helene Ragmus  
Garry A. Ragmus  
Shirley A. Ragmus  
LESSORS

T & J PACKING CO., an Oregon corporation

By: Robert L. Johnson  
By: Pete Johnson  
LESSEE

3. LEASE AGREEMENT

STATE OF OREGON )  
County of Klamath ) ss. February 2, 1982.

1457

Personally appeared, Rollin Throne, who, being sworn, stated that he is President, and Pete Johnson, who, being sworn, stated that he is Secretary of T & J Packing Co., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed. Before me:

*William P. Brandsness*  
Notary Public for Oregon  
My Commission expires: 9/16/85

ATTEST: COUNTY OF KLAMATH; ss.  
Filed for record at ~~XXXXXX~~  
his 11 day of Feb. A.D. 1982 at 4:12 o'clock PM,  
 duly recorded in Vol. M82, of Deeds on Page 1454  
Fee \$16.00  
EVELYN BIEHN, County Clerk  
By *Joyce M. Biehn*

*Ret  
Wm Brandsness  
411 Pine*

4. LEASE AGREEMENT