

13935

LEASE

1  
2 LEASE made this 23 day of July, 1982,  
3 between PAUL A. BREITENSTEIN, of P. O. Box 1598, Klamath Falls, Oregon,  
4 herein referred to as Lessor, and ARTHUR R. BREITENSTEIN and ELLEN E.  
BREITENSTEIN, husband and wife, of P. O. Box 744, Klamath Falls,  
5 Oregon, herein referred to as Lessee.

6 WHEREAS all the parties hereto are related by blood and  
7 marriage, and

8 WHEREAS Lessor own real property known to have a vein of  
9 good quality gravel, rock, fill dirt, and aggregate, and

10 WHEREAS the parties hereto desire to enter into a joint  
11 venture to market those resources to someone in the business of rock  
12 and gravel extraction and processing, and

13 WHEREAS the parties hereto have made application to Klamath  
14 County and have received a conditional use permit on such real property  
15 allowing the extraction and processing of such resources,

16 NOW, THEREFORE, in consideration of the agreements set forth  
17 herein to be kept and performed by the parties, and subject to the  
18 terms, conditions and provisions contained herein, Lessor leases to  
19 Lessee an undivided one-half interest in that certain tract of land  
20 situated in Klamath County, Oregon, and more particularly described as  
21 follows:

22 The SW $\frac{1}{4}$ NW $\frac{1}{4}$  and NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 2, and the  
23 SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 3, Township 39, Range 8

24 for the sole purpose of quarrying, mining, removing, and marketing  
25 therefrom all gravel, rock, and aggregate, all of which are herein  
26 referred to as materials.

TERM

27 This lease shall be in effect for a period of ten (10) years  
28 from July 23, 1982, to October 31, 1992.

CONSIDERATION

29 As consideration for such leasehold interest, Lessee agrees  
30 to join with Lessor in a joint business venture to contract with an  
31 individual or business organization for the extraction, processing,  
32 and sale of the materials covered by this lease. Lessor and Lessee  
33 shall split equally all costs incurred preliminary to consummating  
34 such contract and subsequent thereto, including the costs of obtaining  
35 the conditional use permit hereinabove described and the costs of all  
36 legal advice and documents. Likewise, all net profits or losses, if  
any, shall be distributed equally between Lessor and Lessee.

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DEFAULT

In the event any default occurs in the performance of any term or condition of this lease by either party, the aggrieved party shall have the right to give a thirty-day (30) notice in writing to the defaulting party demanding correction of the default. In the event the default is not corrected within such period, the lease may be terminated at the option of the aggrieved party.

ASSIGNMENT

No assignment of this agreement or any interest hereunder may be made by Lessee without the written consent of Lessor.

EFFECT

This lease shall inure to the benefit of and shall be binding on the heirs, legal representatives, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have subscribed their hands and seals hereto on the dates and at the places herein-after set forth.

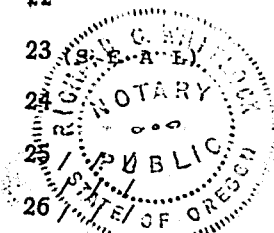
DATED this 23 day of July, 1982, at Klamath Falls, Oregon.

Paul A. Breitenstein  
PAUL A. BREITENSTEIN, Lessor

STATE OF OREGON )  
 ) ss.  
County of Klamath)

Before me this 23rd day of July, 1982, personally appeared the above-named PAUL A. BREITENSTEIN, and acknowledged the foregoing instrument to be his voluntary act and deed.

Richard C. Whitlock  
Notary Public for Oregon  
My Commission Expires: 10/10/85



1 DATED this 7/23/ day of July, 1982, at  
 2 Klamath Falls, Oregon.

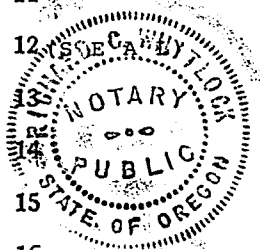
3 Arthur R. Breitenstein  
 4 ARTHUR R. BREITENSTEIN, Lessee

5 Ellen Breitenstein  
 6 ELLEN E. BREITENSTEIN, Lessee

7 STATE OF OREGON )  
 ) ss.  
 8 County of Klamath)

9 Before me this 23rd day of July, 1982,  
 10 personally appeared the above-named ARTHUR R. BREITENSTEIN and ELLEN  
 11 E. BREITENSTEIN, and acknowledged the foregoing instrument to be  
 their voluntary act and deed.

12 Richard C. Whitlock  
 13 Notary Public for Oregon  
 14 My Commission Expires: 10/10/85



15 STATE OF OREGON; COUNTY OF KLAMATH; ss.

16 Filed for record . . . 2:31  
 17 this 26 day of July A.D. 19 82 at 2:31 o'clock P.m.  
 18 duly recorded in Vol. M 82, of Deeds on Page 9519

19 Fee \$12.00

20 By Joyce McQuinn  
 21 EVLYN BIEHN, County Clerk