

20416

Vol. 1783 Page 2262

RECORDED AT REQUEST OF:

GIACOMINI, JONES & ASSOCIATES  
Attorneys at Law  
635 Main Street  
Klamath Falls, Oregon 97601

## ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS That the undersigned do hereby bargain, sell, convey, and assign to VCP RANCH, LTD., an Oregon limited partnership, all of the undersigned's right, title and interest in and to that certain Farm Lease attached hereto as attachment "1" and thereby incorporated herein as though fully set forth hereat, affecting the designated real property, situate in Klamath County, Oregon, to-wit:

Township 40 South, Range 11, E.W.M.:

Section 17:  $W\frac{1}{2}$ ,  $W\frac{1}{2}SE\frac{1}{4}$

Section 18:  $E\frac{1}{2}NW\frac{1}{4}$ ,  $E\frac{1}{2}SW\frac{1}{4}$ ,  $SW\frac{1}{4}SE\frac{1}{4}$ ,  $E\frac{1}{2}NE\frac{1}{4}$ ,  $NE\frac{1}{4}SE\frac{1}{4}$

Section 19: Government Lots 2, 3, and 4;  $SE\frac{1}{4}SW\frac{1}{4}$ ,  $NE\frac{1}{4}NW\frac{1}{4}$ ,  $NE\frac{1}{4}$

Section 20:  $W\frac{1}{2}$ ,  $W\frac{1}{2}NE\frac{1}{4}$ ,  $W\frac{1}{2}SE\frac{1}{4}$

Section 29:  $W\frac{1}{2}NW\frac{1}{4}$ ,  $SE\frac{1}{4}NW\frac{1}{4}$ ,  $W\frac{1}{2}NE\frac{1}{4}$ ,  $SW\frac{1}{4}$ ,  $W\frac{1}{2}SE\frac{1}{4}$

Section 30: Government Lot 1;  $E\frac{1}{2}NW\frac{1}{4}$ ,  $SW\frac{1}{4}NE\frac{1}{4}$

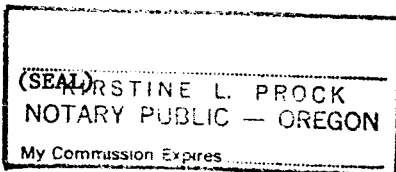
Dated this 29 day of May, 1982.

J. Randall Pope  
J. Randall Pope

Virginia Lee Pope  
Virginia Lee Pope

STATE OF OREGON     )  
                                  ) ss.  
COUNTY OF KLAMATH )

On this 29th day of May, 1982, personally appeared the above named J. RANDALL POPE and VIRGINIA LEE POPE and acknowledged the foregoing instrument to be their voluntary act and deed.



Kristine L. Prock  
Notary Public for Oregon

My Commission expires: 12/16/84

cl  
40

1 FARM LEASE, Made as of January 1, 1982, between J. RANDALL POPE and  
 2 VIRGINIA LEE POPE, husband and wife, as tenants in common, (hereinafter  
 3 called "Lessor"), and POPE RANCHES, INC., an Oregon corporation,  
 4 (hereinafter called "Lessee");

5  
 6 W I T N E S S E T H:

7  
 8 RECITALS: Lessor and Lessee recite as follows:  
 9

10 WHEREAS, Lessor and Lessee have, since April 1, 1965, been parties to  
 11 a lease affecting the real property described herein, together with other  
 12 real property; and,  
 13

14 WHEREAS, the parties desire to cancel said lease of April 1, 1965, as  
 15 to the real property described herein; and,  
 16

17 WHEREAS, the parties have agreed to cancel said lease as to the real  
 18 property described herein and to have made the lease agreement contained  
 19 herein affecting the real property described herein;  
 20

21 AGREEMENT: For, and in consideration of, the covenants, agreements, and  
 22 stipulations herein contained, Lessor and Lessee agree as follows:  
 23

24 1. Lease of Farm: Lessor leases to Lessee, and Lessee rents from  
 25 Lessor, the following described real property, situate in Klamath County,  
 26 State of Oregon (hereinafter called "Farm"), for agricultural and related  
 27 purposes only, to-wit:  
 28

29 Township 40 S., Range 11 E.W.M.:

30  
 31 Section 17: W $\frac{1}{2}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ .  
 32

33 Section 18: E $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , E $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ .  
 34

35 Section 19: Government Lots 2, 3, and 4; SE $\frac{1}{4}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ ,  
 36 NE $\frac{1}{4}$ .  
 37

38 Section 20: W $\frac{1}{2}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ .  
 39

40 Section 29: W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ .  
 41

42 Section 30: Government Lot 1; E $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ .  
 43

44 2. Term: The term of this Lease is from year to year, but not more  
 45 than 18 years, commencing on January 1, 1982, and ending December 31, 2000,  
 46 at Midnight. The Lease shall automatically renew itself from year to year,  
 47 unless either party shall give the other written notice of termination at  
 48 least two (2) months before the termination of any annual term of the  
 49 Lease. If such notice of termination is given as provided for herein, the  
 50 Lease shall expire on the last day of the term of the Lease in which notice  
 51 of termination is given.  
 52

53 a. Sale of Farm During Term: If the Farm is sold during the  
 54 term of this Lease, this Lease shall terminate upon Lessor giving  
 55 Lessee written notice of such sale, provided, however, that if such  
 56 notice should be given to Lessee after Lessee shall have planted  
 57 crops, and the same shall not have been harvested at the time of the  
 58 giving of such notice, the right to possession shall continue until  
 59 the harvesting of said crops.  
 60

61 b. Transfer of the Farm: Lessor may, at any time, transfer  
 62 all, or any part of the Farm to any partnership (general or limited),  
 63 corporation, or trust. Any such transfer shall be subject to all of  
 64 the terms, covenants, and provisions of this Lease.  
 65

66 3. Rent: Lessee shall pay Lessor, without demand, the percentage of

1 a farm product or amount set forth in Schedule "1" attached. If rent is a  
 2 percentage of a farm product, the following provisions shall apply to the  
 3 settlement and/or payment of rent: If the farm product is capable of  
 4 physical division at the time of harvest and storage, rent may either be  
 5 settled by physical division of the farm product (at the time of harvest  
 6 and storage) or Lessee, with Lessor's consent, may sell the farm product  
 7 for Lessor's and Lessee's account; if Lessee sells the farm product for the  
 8 account of Lessor and Lessee, Lessee shall promptly and duly record any  
 9 sale of any such farm product in books of account kept by Lessee (in  
 10 accordance with standard accounting practices applied on a consistent  
 11 basis) exclusively for the purposes of accounting under this paragraph and  
 12 shall, no later than thirty (30) days after the sale, provide Lessor with a  
 13 written statement of the gross sale proceeds together with a remittance to  
 14 Lessor of Lessor's percentage thereof regardless of whether the buyer has  
 15 paid for such farm product; Lessor, or Lessor's duly authorized agent,  
 16 attorney, or representative, shall have access to, at all times reasonable,  
 17 all books of account required by this paragraph for the purpose of  
 18 inspecting the same and making any copies or extracts thereof as Lessor may  
 19 desire; if Lessor shall make the examination provided for in this paragraph  
 20 for any 18 month period and the amounts shown by Lessee's statement to  
 21 Lessor for such 18 month period shall be found to be understated by more  
 22 than one per cent (1%), then Lessee shall pay to Lessor the cost of such  
 23 examination (otherwise such examination shall be at the expense of Lessor);  
 24 the acceptance by Lessor of any statement provided pursuant to this  
 25 paragraph shall not, within 18 months thereafter, preclude Lessor from  
 26 questioning the accuracy or the completeness thereof but Lessor may not  
 27 question such accuracy or completeness after the expiration of said 18  
 28 month period; Lessee shall not be required to preserve the books of account  
 29 required by this paragraph for more than 18 months after the date of the  
 30 period for which Lessee's statement is provided; should any statement  
 31 provided pursuant to this paragraph be found to be inaccurate, or  
 32 incomplete, adjustment shall be made forthwith in accordance with the true  
 33 condition of the transactions during the period represented by Lessee's  
 34 statement and Lessee shall pay Lessor forthwith any deficiency together  
 35 with simple interest thereon at the rate of ten per cent (10%) per annum  
 36 from the date the deficiency would have been paid had the statement given  
 37 been accurate; and the computation of a percentage of a farm product as  
 38 rent shall include all proceeds derived from Lessee's participation in any  
 39 governmental farm program relating to the real property described in this  
 40 Lease and all proceeds payable from any casualty insurance insuring any  
 41 crop grown on the real property described in this Lease. No partnership  
 42 shall be deemed created by this paragraph of this Lease.

44 4. Rights Reserved by Lessor: Lessor reserves the following rights  
 45 concerning the use of the Farm:

47 a. Use of Land: Lessor shall determine, each year of the term  
 48 of this Lease, the number of acres of the Farm which shall be devoted  
 49 to crops and/or pasturage.

51 b. Crops: Lessor shall determine what type of seed shall be  
 52 used; when the crop shall be planted, irrigated, fertilized, or  
 53 chemically treated; and when the crop shall be harvested; where the  
 54 crop shall be stored; and to whom, and for what price the crop shall  
 55 be sold. For the purpose of implementing this provision, Lessor and  
 56 Lessee shall meet prior to the commencement of each crop year during  
 57 the term of this Lease and agree upon such acreage uses, and they  
 58 shall confer on all crop management matters during each year; it being  
 59 expressly understood and agreed that the decision of Lessor shall be  
 60 final. Lessor shall have the right, at all times, to inspect all  
 61 crops as grown.

63 c. Livestock: Lessor shall inspect the livestock regularly and  
 64 report promptly to Lessee any care or health requirements for the  
 65 maintenance of such livestock.

66 / / /

1 d. Hunting: Lessor reserves the right to control hunting on  
2 the Farm, including, without limiting the generality of the foregoing,  
3 the right and privilege to grant or refuse permission to hunt thereon  
4 and to post or not post said Farm against hunting.

5 5. Lessor's Obligations: Lessor shall have the following  
6 obligations and duties:

7 a. Taxes And/Or Assessments On Farm: Lessor shall pay all ad  
8 valorem taxes and assessments levied or assessed against the Farm  
9 described in this Lease by any county, governmental body or political  
10 subdivision of the State of Oregon having the power to levy and/or  
11 assess and collect any such tax or assessment.

12 b. Quiet Possession: Lessor shall warrant and defend Lessee's  
13 possession of the Farm against any and all persons as long as this  
14 Lease remains in effect.

15 c. Cooperate In Governmental Agricultural Programs: Where the  
16 governmental agency administering any governmental agricultural  
17 program available for the Farm in which Lessee desires to participate  
18 requires the cooperation of Lessor with Lessee, Lessor shall do all  
19 acts necessary to cooperate with Lessee's participation in such  
20 governmental agricultural program.

21 6. Lessee's Obligations: Lessee shall have, in addition to other  
22 obligations of Lessee, the following obligations and duties:

23 a. Pay Rent: To pay the rent in the manner and form specified  
24 herein when due.

25 b. Appurtenant Leases: To pay any rent or charge or fee for  
26 any land for which the real property herein described shall have a  
27 right appurtenant thereto for the grazing of livestock, whether by  
28 lease, or permit, and to keep the same in current force and effect.

29 c. Use of Farm: To use the Farm for agricultural purposes only.  
30 To operate, manage, conserve, and maintain the Farm in a high state of  
31 husbandry at Lessee's sole cost and expense. To occupy, till, and in  
32 all respects, cultivate the Farm during the Lease term in a farmer-  
33 like manner according to the usual course of farming practice in the  
34 county. To comply with all applicable laws, ordinances, regulations,  
35 and rulings of any governmental or quasi-governmental entity or  
36 agency; not to permit the Farm to be used for illegal purposes; shall  
37 not commit any waste or damage to the Farm. This covenant shall  
38 include, but not be limited to, compliance with all minimum  
39 requirements of all grantors or lessors of appurtenant leases,  
40 permits, or licenses however evidenced and the maintenance of fences,  
41 and ditches.

42 d. Permanent Pastures, Etc.: To not do any of the following  
43 without the written consent of Lessor: plow permanent pasture or  
44 meadowland; cut live trees for sale or personal uses (except for the  
45 benefit of Lessor); remove sand, gravel, minerals, geothermal energy,  
46 or any subsurface material of any kind; erect, or permit to be  
47 erected, on the Farm any non-removable structures or buildings; to  
48 add any improvements to any structure or building; raze or remove any  
49 permanent structure or building or other permanent improvement.

50 e. Maintain Irrigation System: To, construct and maintain all  
51 necessary gravity irrigation ditches and/or provide and maintain all  
52 necessary equipment for any other type of irrigation system used.

53 f. Utilities: Lessee shall pay all utility charges for the  
54 operation of any irrigation or drainage pumps upon the Farm.

8. Control Weeds, Pests And Rodents: To, use all reasonable means to control weeds and thistles, including the spraying of grain and alfalfa fields, and to control injurious insect pests and rodent infestations, as Lessee deems necessary or as Lessor shall direct.

h. Not To Use Excessive Water: Not to use an excess of water in the irrigation of crops on the Farm; this to the end of preventing an excessive build-up of salt content, water-logging and other similar conditions from developing.

i. Furnish Implements and Labor, Etc.: Except as expressly provided otherwise, to furnish all farming implements, tools, work, stock, seed, tractors, trucks, labor, and everything necessary to perform Lessee's covenants pertaining to the use of the Farm.

j. Haul Materials: To, haul all materials and/or parts for the maintenance and repair of Farm improvements.

k. Avoid Liens: To, at all times, protect Lessor and save Lessor harmless from and against any and all liens and/or claims of liens upon or against the Farm, improvements or equipment, or any part thereof, arising or created by, under or through Lessee, or any persons employed by Lessee, or any persons under contract with Lessee.

l. Indemnify Lessor: To save and hold Lessor harmless from, and to indemnify Lessor against, any of the following that may result by, from, or in any manner grow out of, any condition or present or future lack of repair of all, or any part of, the Farm (or improvements thereon), the past, present, or future condition or use of all, or any part of, the Farm (or improvements thereon), or any act, omission, neglect, or conduct of any person upon said Farm: liability to any person on the Farm, for or on account of any death or injury to such person or liability for any damage to property in or about the Farm. This covenant shall extend to (without limiting the generality of the foregoing) claims, demands, judgments, court costs, and attorney fees (both at trial or on appeal). This covenant shall not extend to any death or injury to any person on the Farm with the permission of Lessor or to any damage to property in or about the Farm with the permission of Lessor. As part performance of this covenant, Lessee shall maintain the comprehensive liability insurance required of Lessee by this Lease.

m. Maintain Insurance: To, maintain in full force and effect a policy or policies of comprehensive liability insurance, including property damage, written by one or more responsible insurance companies licensed to do business in the State of Oregon, that will insure Lessee against liability for injury to persons and property and for death of any person or persons occurring in or about the premises. The liability under such insurance shall not be less than \$300,000.00 for any one accident and not less than \$50,000.00 for property damage. Lessee shall provide Lessor with copies or certificates of all policies.

n. No Assignment: Not to assign or hypothecate this Lease, nor any interest herein, nor let or underlet the said Farm, or any part thereof, without the consent in writing of Lessor first had and obtained, and that neither this Lease, nor any interest herein of Lessee, shall be assignable or transferable in proceedings by or against Lessee in execution, or in any manner by operation of law; and that any assignment, transfer or sublease, voluntary or involuntary, which shall be made in contravention of the provisions hereof, shall constitute a breach of this Lease, and shall give Lessor the right or rights for breach of any covenant herein provided. Lessor's consent to one assignment, sublease, hypothecation, or occupancy or use by other party shall not be a consent to any further or later assignment, sublease, hypothecation or occupancy or use by another party.

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

o. Permit Lessor Entry: To allow Lessor, or anyone designated by Lessor, to enter the premises at any reasonable time to inspect the property, to work and make improvements as Lessor shall deem expedient, provided such entry and work by Lessor does not injure crops already growing on the Farm.

p. Return of Farm: To, upon the expiration or sooner termination of this Lease, quietly yield possession of the Farm unto Lessor or Lessor's agents or assigns in as good order and condition as reasonable use and wear thereof permit, damage by the elements excepted.

q. Not To Hold Over: Not to retain possession of the Farm after the termination of this Lease and, if such possession is retained, to retain the same not as a new rental, but only at the will of Lessor.

7. Acceptance of Farm: Lessee hereby acknowledges that Lessee is familiar with the quality of the soil and all soil conditions of the Farm and is also familiar with the irrigation accessories and improvements upon said Farm; Lessee accepts the Farm without any warranty or guaranty on the part of Lessor as to said Farm, and Lessee accepts the Farm as it now is.

8. Condemnation: If any portion of the Farm should be taken by any governmental agency or other entity having the power of eminent domain, or if any portion of the Farm should be sold to such governmental agency or body having the power of eminent domain in lieu of eminent domain proceedings, Lessor shall retain all proceeds from any such taking or sale. In the event any such taking or sale should exceed more than Fifty per cent (50%) of the farmable acreage of the Farm or the Farm shall become uneconomical to farm by reason of such sale or taking, either party may rescind this Lease. To the extent that there should be any growing crops on the Farm at the time of any such sale or taking by eminent domain proceedings, and compensation should be payable therefor, the proceeds allowed for growing crops shall be divided between Lessor and Lessee in the same proportion as the crop would be divided as rent.

9. Arbitration: In the event of any dispute concerning any term, covenant, or provision of this Lease, either party may submit such controversy to binding arbitration under the laws of the State of Oregon with the arbitrators to be selected in accordance with the rules and regulations of the American Arbitration Association. The parties intend to make the submission to arbitration provided for in the preceding sentence an express condition precedent to any court action except for the breach of Lessee's covenants to pay or perform the obligations set forth in this Lease under the category of "Rent".

10. Default of Lessee and Remedies of Lessor: Time is agreed to be the essence of this Lease. The following provisions shall govern what constitutes Lessee's default and the Lessor's remedies therefor:

a. Events Of Default: Lessee shall be in default under this Lease upon the happening of any of the following events or conditions:

(1) Failure To Pay Rent: Lessee's failure to pay or perform (within 30 days of the date specified for such performance) the covenants pertaining to rent.

(2) Insolvency, Etc.: Insolvency of Lessee, business failure of Lessee, appointment of a receiver for Lessee by a State court, assignment by Lessee for benefit of Lessee's creditors, transfer of Lessee's interest herein by operation of law, levy or execution upon Lessee's interest herein by a creditor of Lessee, or the commencement of any proceeding under any bankruptcy or insolvency law by or against Lessee, or any one or more of the foregoing.

(3) Failure of Lessee to Perform After Notice: Failure of Lessee to perform any of Lessee's covenants (other than non-performance specified in the immediately preceding Subparagraphs) after 30 days written notice by Lessor to Lessee of such non-performance and failure.

b. Remedies For Default: In the event of Lessee's default as aforesaid, Lessor shall have the following cumulative rights, which Lessor may, at Lessor's election, exercise sequentially or contemporaneously:

(1) Recover For Breach: Pursue any remedy provided by law to recover for the breach and continue the Lease in force.

(2) Re-Enter Farm And Carry Out Lessee's Covenants: Re-enter the Farm and take full possession of the Farm and farm products and to do what is reasonable and necessary to carry out properly Lessee's covenants, or to repair the damage, and to this end, Lessor may furnish all the labor, machinery, equipment, fertilizer, seed, and materials necessary to carry out Lessee's covenants and charge Lessee's share of the costs of such operations or the amount of such damage, or both to Lessee, the amount of such charge to become a lien against Lessee's share of the farm products.

(3) Declare Lease Forfeited: Declare the Lease forfeited and, re-enter the Farm and take possession of the Farm and farm products and remove Lessee, Lessee's property, and all persons claiming by or through Lessee, therefrom, and recover all damages provided by law.

(4) Obtain Receiver: Obtain, ex parte from a court of competent jurisdiction, the appointment of a receiver to take possession of the Farm, and/or all accretions thereto and all farm products.

For the purposes of this paragraph, damages shall include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of such rental loss for the same period that Lessee can prove could be reasonably avoided. Nothing herein contained shall be deemed to prevent or prohibit Lessor from reletting the Farm in an effort to mitigate damages, from the implementation of all remedies now or hereafter provided by law, nor preventing Lessor from electing any part of the remedies available to Lessor.

11. Nonwaiver: Lessor's waiver of a breach of a covenant or condition of this Lease is not a waiver of the covenant or condition itself, or any subsequent breach of it, or of any other covenant or condition herein. Lessor's subsequent acceptance of rent herein is not a waiver of any preceding breach by Lessee of a covenant or condition of this Lease, other than of Lessee's failure to pay when due the rent accepted.

12. Attorney Fees: In the event either party institutes any suit or action against the other to recover any rent, or for the breach of any agreement or condition herein contained, or if any summary action be brought by Lessor for the forfeiture of this Lease or to recover the possession of said premises, the prevailing party shall recover from the other party reasonable attorney fees to be fixed by the court for both trial and on appeal.

13. Notices: Any notice by any party to the other required by this Lease shall be deemed to have been fully given when written and deposited in a sealed envelope with the United States Postal Service as certified mail with postage prepaid and addressed to the party to receive the same at the following addresses:

/ / /

LessorLessee

J. RANDALL POPE  
 VIRGINIA LEE POPE  
 Star Route, Box 28  
 Merrill, OR 97633

POPE RANCHES, INC  
 Star Route, Box 28  
 Merrill, OR 97633

14. No Partnership And Lessee Independent Contractor: Notwithstanding anything else provided herein, nothing contained herein shall be construed as creating a general partnership between Lessor and Lessee. Lessee shall, at all times, be an independent contractor and the manner and means of Lessee's performance of Lessee's covenants shall be Lessee's responsibility. Lessee shall be entirely and solely responsible for Lessee's own acts, and the acts of Lessee's agents, employees, and subcontractors, engaged in Lessee's undertaking specified in this Lease.

15. Obligations Joint and Several: All obligations created by this Lease shall be joint and several.

16. Entire Agreement: This Lease embodies the entire agreement of the parties. It may not be modified or terminated except as provided herein, or by other written agreement.

17. Waiver of Conflict of Interest: Each party to this Lease understands that the firm of Giacomini, Jones & Associates, Attorneys at law, A Professional Corporation, 635 Main Street, Klamath Falls, Oregon 97601, has assisted the parties in drafting this Lease. Each party understands that, to the extent that a conflict of interest should otherwise arise in the performance of such services, each has acknowledged such conflict and each, with the opportunity to consult independent counsel, has consented to the preparation of this Lease by said firm of attorneys.

18. Construction: All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Lease shall be interpreted as if such invalid agreements or covenants were not contained herein. The headings contained in this Lease are for convenience only and are not to be construed as part of this Lease. The singular shall include the plural, the plural shall include the singular, the neuter shall include the masculine and the feminine, and the masculine the feminine and the neuter, whenever the context shall require. This Lease shall not be construed against the party preparing it, but shall be construed as if all parties prepared it. Any such exhibit attached hereto is incorporated into this Lease as though fully set forth at the place in this Lease at which reference to such exhibit is made. All rights and liabilities hereunder shall be determined in accordance with the laws of the State of Oregon.

19. Binding Effect: Subject to the provisions hereinabove contained against the transfer, assignment and sublease, this Lease shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the signatures of the parties hereto in duplicate; any corporate party by its officers pursuant to resolution of its board of directors.

LESSORLESSEE

POPE RANCHES, INC.

J. RANDALL POPE

By: J. Randall Pope  
President

VIRGINIA LEE POPE

By: Virginia Lee Pope  
Secretary

CORPORATE SEAL

1965

OREGON



1 STATE OF OREGON )  
 2 ) ss:  
 3 County of Klamath )

4 Before me on the 29th day of May, 1982,  
 5 personally appeared J. RANDALL POPE and VIRGINIA LEE POPE and acknowledged  
 6 the foregoing instrument to be their voluntary act and deed.

7  
 8  
 9  
 10  
 11 KIRSTINE L. PROCK  
 12 (SEAL) NOTARY PUBLIC - OREGON  
 13 My Commission Expires

Kirstine L. Prock  
 NOTARY PUBLIC FOR OREGON  
 My Commission Expires: 12/16/84

14  
 15 STATE OF OREGON )  
 16 ) ss:  
 17 County of Klamath )

18 Before me on the 29th day of May, 1982,  
 19 personally appeared J. RANDALL POPE and VIRGINIA LEE POPE and each for  
 20 himself and not one for the other, did say that the former is the president  
 21 and that the latter is the secretary of POPE RANCHES, INC., an Oregon  
 22 corporation, and that the seal affixed to the foregoing instrument is the  
 23 corporate seal of said corporation and that said instrument was signed and  
 24 sealed in behalf of said corporation by authority of its board of  
 25 directors; and each acknowledged the foregoing instrument to be its  
 26 voluntary act and deed.

27  
 28  
 29  
 30  
 31 (SEAL)  
 32 KIRSTINE L. PROCK  
 33 NOTARY PUBLIC - OREGON  
 34 My Commission Expires

Kirstine L. Prock  
 NOTARY PUBLIC FOR OREGON  
 My Commission Expires: 12/16/84

2271

SCHEDULE "1"

SCHEDULE "A"

The following is a schedule of percentage or amount of farm products as rent and due dates of same:

	Initials
--	----------

[illegible]

STATE OF OREGON: COUNTY OF KLAMATH ;ss  
I hereby certify that the within instrument was received and filed for  
record on the 11 day of Feb. A.D., 1983 at 11:29 o'clock AM  
and duly recorded in Vol M83, of Deeds on page 2262  
EVELYN BIEHN COUNTY CLERK Deputy

EVELYN BIEHN COUNTY CLERK  
by Joyce McQueen Deputy

**FEE \$ 40.00**