

34857

Vol. m84 Page 4863

THIS AGREEMENT, Made this 27th day of March
William D. and Rosemarie B. Noonan,
State of Oregon, lessor, and Patrick J. Noonan of Klamath
of Klamath County, State of Oregon County, lessee;

WITNESSETH, That the said lessor, for and in consideration of the covenants and agreements herein-
after mentioned, to be kept and performed by the lessee, his executors, administrators and assigns, has leased
and does hereby lease and let unto the lessee all of those premises lying and being in Klamath
County, State of Oregon, and described as follows, to-wit:
52 acres m/l including outbuildings Complete legal herewith
attached as exhibit A

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To Have and to Hold the above described premises with the appurtenances unto the lessee, and his ex-
ecutors, administrators and assigns, from the 27th day of March, 1985, for, during and
until the 27 day of March, 1984, he paying the rent therefor as hereinafter stated.

And the lessee, in consideration of the leasing of the premises, as aforesaid, by the lessor to the said lessee,
does covenant and agree with the said lessor, his executors, administrators and assigns, to pay lessor rent for
said premises in the manner following, to-wit: \$3,500.00 Cash Rent upon acceptance
of lease

It is understood and agreed that the said lessee shall not underlet said premises, or any part thereof or assign this Lease without the written assent of the lessor first having been obtained thereto.

That all repairs

Lessee shall be reimbursed for any expenses incurred for permanent improvements if lessor is unable to renew lease at time of expiration.

And it is agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said lessor to re-enter the said premises and remove all persons therefrom; the lessee waiving any notice to quit or of intention to re-enter under the statute.

And the said lessee covenants to pay to the said lessor the said rent as herein specified, and that at the expiration of the said term, or other determination of this Lease, the said lessee will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit (damages by the elements excepted); and the said lessor covenants that the said lessee, on paying the said

\$3,500.00 Cash Rent

rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said described premises for the term aforesaid. Lessee shall have first option to renew lease after expiration.

Any waiver of any breach of covenants herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

IN WITNESS WHEREOF, the parties have hereunto interchangeably set their hands and seals this 27th day of March, 1984.

Executed in the presence of
State of Oregon
County of Klamath
Personally appeared, the herein named
and acknowledged this instrument to
be their voluntary act and deed,
before me,
Notary Public for Oregon
My commission expires, 5/13/85

Rosemarie B. Noon 3-27-84
William D. Noon 3-27-84
Patrick J. Noonan 3-27-84

Exhibit A.

A tract of land situated in the Northwest Quarter of Section 33, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

4865

Beginning at a point on the West line of said Section 33; said point being South 00°13'13" East 60.00 feet from the Northwest corner of said Section 33; thence along the section line South 00°13'13" East 1286.72 feet to the Northwest corner of that tract of land described in Deed Volume M78-Page 29042, of the Klamath County Deed Records; thence North 88°59'47" East 498.68 feet to the 3/8 inch iron pipe as described in said M78-29042; thence, generally following along an existing fence line and along the Northerly and Westerly lines of that tract of land described in Deed Volume M74-Page 9920, of said Klamath County Deed Records (and also shown by recorded survey No. 973, as recorded in the office of the Klamath County Surveyor), North 89°11'30" East 1293.09 feet (1292.76 by deed) to a fence corner post, North 00°55'21" West (North 0°47' West by deed) 244.13 feet to a 1/2 inch iron pipe, North 10°41'39" East 342.07 feet (North 10°50' East 342.55 feet by deed) to a 1/2 inch iron pipe; thence North 448.37 feet; thence along the arc of a curve to the right, (radius point bears North 20°08'19" East 330.00 feet, central angle equals 27°58'36") 161.13 feet; thence along the arc of a curve to the left, (radius point bears South 48°06'55" West 270.00 feet, central angle equals 23°06'55") 108.93 feet; thence North 65°00'00" West 133.66 feet; thence along the arc of a curve to the left, (radius equals 270.00 feet, central angle equals 25°11'16") 118.70 feet to a point that is 60.00 feet Southerly of, when measured at right angles to, the North line of said Section 33; thence South 89°48'44" West 1400.97 feet to the point of beginning, with bearings based on recorded survey No. 3028, as recorded in said Klamath County Surveyor's office;
EXCEPTING THEREFROM, the C-4K Lateral deeded to the U.S.B.R. and lands adjacent to said lateral deeded to Klamath Irrigation District by Deed Volume M77-23806 and M78-29044, of said Klamath County Deed Records.

The above described tract of land is subject to a 30 foot County Road right of way along the West line and the 125 foot Klamath Falls-Malin 230 KV transmission line.

The above described tract of land is also SUBJECT TO a 20-foot slope easement along a portion of the Northerly line, said easement measured at right angles to and lying southerly of the following described line: Beginning at the Northeast corner of the said tract of land thence Northwesterly, along said Northerly line, 403.72 feet.

TOGETHER WITH a non-exclusive easement for roadway purposes more particularly described as follows:

A strip of land 30 feet in width across the C-4-k lateral at Station 165 plus 20 to Station 165 plus 50. As described in an easement from Klamath Irrigation District to California Scott Taylor and California S. Taylor and Harold Young, Trustees, Recorded December 29, 1978, in Volume M78, Page 29046.

Return to:

Pat Norman

9777 Lingley Lane

Klamath Falls, Aug. 97643

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 27th day of March A.D., 1984 at 1:55 o'clock P.M. and duly recorded in Vol M84, of Deeds on page 4863.

Fee: \$ 12.00

EVELYN BIEHN, COUNTY CLERK

by: Pam Smith, Deputy