

47784

LEASE OF FARM LAND

Vol. M85 Page 5434

This agreement, made in duplicate, on the 23 day of February, 1983 by and between Loveness Farms, a partnership between Loyal H. Loveness and the Estate of Vinton Loveness, Star Route Box 14, Malin, Oregon 97632, as Lessors, and Loren and Elsie Loveness, Star Route Box 21-A, Malin, Oregon, 97632, as Lessees:

WITNESSETH:

Lessors hereby lease to Lessee and the latter hereby leases from the former, the following described real property including buildings, irrigation systems and farm equipment except for the Loyal Loveness and Sybil Holl residence situated in Klamath County, Oregon:

Klamath County, Oregon:

All land owned by Loveness Farms in the west 1/2 of Section 18 and the west 1/2 of Section 19, Township 41 South, Range 13 East, W.M., Klamath County, Oregon. (formally described in attached EXHIBIT 'A')

The term of this lease shall be from February 23, 1983 until February 28, 1984. The lessee has the option to renew this lease annually for nine (9) years under the same terms.

The agreed lease payment for said lease will be seventeen thousand dollars and no one-hundreds (\$17,000.00) per year paid on the last day of each lease period. The lessee agrees to pay an advance payment as needed to apply to property taxes for leased property and irrigation pump electricity charges through out the leased period. The advance only applies to taxes and power fees on the leased property starting at the date of lease.

Lessors agree to pay all taxes imposed against the leased land during the term of this lease. Lessors further agree to pay all irrigation power charges in connection with irrigation of the leased land.

Lessee agrees not to commit or permit any strip or waste to the leased land; to farm the land in a reasonably careful manner, according to approved practices in the community where the same is situated; to plant only clean seed, reasonably free from disease and noxious weeds; to surrender the leased land at the end of the said term in as good of condition as the same now is in, usual wear and tear and damage by fire and the elements excepted; to remove or destroy all crop residue on the land; to pay all costs of planting, caring for, and harvesting of the crops raised on the leased land, to save Lessors harmless from any and all liability as the result of spraying, farming and operating said land during the terms of said lease.

The provisions and conditions of the lease shall extend to and bind the executors, administrators, heirs and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said parties hereunto set their hands the day and year first above written.

Loyal Loveness
LOVENESS FARMS

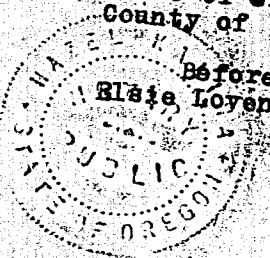
Loren Loveness
LOREN LOVENESS

Elsie Loveness
ELSIE LOVENESS

To whom it may concern:

State of Oregon
County of Klamath

Before me came Loyal Loveness Loran Loveness and Elsie Loveness to be sworn.



Ret: Loren Loveness
HC 62, Box 21 A
Malin, Ore. 97632

Loyal Kalina
My commission Expires
May 18, 1986

DESCRIPTION

5435

PARCEL 1:

The E $\frac{1}{2}$ of the W $\frac{1}{2}$ and Government Lots 1, 2, 3 and 4, Section 18, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM the following:

Commencing at the Northwest corner of Government Lot 3 in Section 18, Township 41 South, Range 13 East of the Willamette Meridian, thence 300 feet East along the North line of said Lot 3 to the true point of beginning; thence South, 1000 feet to a point; thence East 700 feet parallel to the North line of said Lot 3 to a point; thence North 1000 feet to a point on the North line of said Lot 3; thence 700 feet West along the North line of said Lot 3 to the true point of beginning.

ALSO EXCEPTING THEREFROM the following:

A parcel of land in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the quarter section corner of the Westerly boundary of the said Section 18, Township 41 South, Range 13 East of the Willamette Meridian, and running thence North along the said Section boundary line 903.2 feet; thence South 22° 46' East 8.9 feet; thence South 7° 51' East 240.2 feet; thence South 31° 16' East 184.9 feet; thence South 13° 38' East 224.1 feet; thence South 6° 38' West 259.2 feet; thence South 13° 48' West 233.6 feet; thence South 9° 14' East 289.6 feet; thence South 44° 38' West 205.5 feet, more or less to a point in the said Westerly boundary of Section 18; thence North, along said boundary line 635.3 feet more or less to the point of beginning.

PARCEL 2:

A parcel of land situated in Section 19, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Government Lot 1 of Section 19 and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM the following:

A parcel of land situate in Government Lot 1 of Section 19, Township 41 South, Range 13 East of the Willamette Meridian, more particularly described as follows:

Beginning at the intersection of the South line of said Lot 1 and the East right of way of the highway in said Lot 1; thence North along said East right of way line, 1124 feet, more or less, to the South right of way line of an irrigation ditch, as shown on the Klamath County Assessor's ariel photo map; thence Easterly and Southeasterly along the South right of way of said irrigation ditch to the South line of said Government Lot 1; thence West along the South line of Lot 1 to the point of beginning.

EXHIBIT "A"

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 15th day of April A.D., 1985 at 2:20 o'clock P M, and duly recorded in Vol M85, of Deeds on page 5434.

Fee: \$ 9.00

EVELYN BIEHN, COUNTY CLERK

by: Pam Smith, Deputy