



FORM No. 848
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EARNEST MONEY RECEIPT

RENTAL, LEASE, LEASE WITH OPTION

Do not expose to excessive heat or sunlight.

Vol. M88 Page 1168
#1635B

'88 JAN 25 AM 10 05

RECEIVED OF Western States Broadcasting, a California corporation City and State Klamath Falls, Oregon

November 19, 1987

the sum of \$ 500.00 being the same earnest money received for on EM #1635 & 1635A, hereinafter called the tenant, lands, buildings, & antenna in Lot 3 Sec 9 T.39S, R9 EWM as shown on exhibit A attached

County of Klamath City of _____ State of Oregon
☐ RENT from month to month at \$ _____ per month*
☒ LEASE for a period of 84 months at \$ 600.00 per month*
☐ LEASE for a term of _____ months at \$ _____ per month*
branches) at and for a basic price of \$ _____ with interest on deferred payments at _____ % per annum; the option to purchase shall be exercised and a down payment of not less than \$ _____ made on the purchase price on or before _____, 19____.

Said term shall begin and possession of said premises delivered on December 1 1987, 19____.

SPECIAL PROVISIONS: During the term of the lease and any renewal thereof the tenant shall have the exclusive use of the land, buildings, and antenna now on premises for broadcast and all related communications services. Lease payments shall be adjusted at the beginning of the third, fifth, and seventh year by the ratio of the change in the Consumer Price Index for all urban consumers, all city average, from the beginning of the preceeding term to the beginning of the new term. This lease may be terminated at any time by either party upon giving written notice to the other party not less than 90 days prior to the termination date. It is agreed that all negotiations for extension of this lease shall be concluded during the sixth year of the lease period. The extension the tenant shall have first right of refusal if the owner offers the portion of the owners property covered by this lease separately but not if this parcel is offered with adjoining property. The parties acknowledge that it is the intention of the owner to make such an offering. Owner and Tenant agree that the Earnest Money deposit in this transaction of \$ 500.00 in the form stated above shall be deposited in the Client's Trust Account of the Agent indicated below.

Barnhisel & Ganong is the agent of the tenant, and its fee of 5% of rentals paid under the terms of the lease will be paid by Western States Broadcasting, Inc. SEE EX. A & B for further terms & conditions.

If owner does not accept this offer within ten days hereafter, said earnest money shall be refunded to tenant forthwith, but if owner accepts said offer, then said earnest money shall be applied on rentals first to become due; however, if owner accepts and tenant neglects or refuses to consummate the transaction, said earnest money shall be forfeited to owner as liquidated damages and this agreement thereupon shall be of no further binding effect.

Barnhisel & Ganong, 323 Main St., Klamath Falls, OR 97601
Phone 503 882 3461

Tenant's
☒ BROKER/AGENT
☐ LISTING AGENT

I hereby agree to ~~lease~~ lease the above described premises on the basis and conditions set forth above and in Ex B of a copy of this earnest money receipt bearing the agent's and my signature.

Address c/o William L. Zawila, 12550 Brookhurst St. Garden Grove, CA 92640 Phone 714 636 5040 By WILLIAM L. ZAWILA, President Tenant

I, the owner whose signature appears below, hereby accept the above tenant's offer to ~~lease~~ lease the above described premises and agree to execute and deliver forthwith the said lease and those set forth in Ex A & B attached setting forth the above terms and conditions. In the event that the tenant's deposit is forfeited, it shall be disposed of between Agent and Owner in the following manner: 100% to owner

In the event any suit or action is brought to enforce any provision of this agreement, reasonable attorney's fees may be awarded by the trial court to the prevailing party in said suit or action together with costs and necessary disbursements; and on appeal, if any, similar reasonable attorney's fees, costs and disbursements may be awarded by the appellate court to the party prevailing on such appeal. I acknowledge receipt of owner's copy of the foregoing receipt bearing the tenant's name and my signature.

Dated 12/14/87, 19____

FRANCIS O'CONNOR ENT. INC & O'CONNOR LIVESTOCK CO
By Jack O'Connor Owner
4500 O'Connor Rd 503 882 1903
Klamath Falls, OR 97603

By Barnhisel Ganong Agent
By Jack F. Ganong

EXHIBIT A TO LEASE AGREEMENT

DATED 11/13/87, 1987 between
WESTERN STATES BROADCASTING, INC.
and FRANCIS O'CONNOR ENT. INC
& O'CONNOR LIVESTOCK CO

Property being leased is outlined with dash lines on sketch, being a square 480'x480' \pm around antenna guy wires & buried radials, and a rectangle 230'x140' \pm around office building subject to owners right to construct & use a roadway over the east 60' of antenna field.

AGU-27, 1987

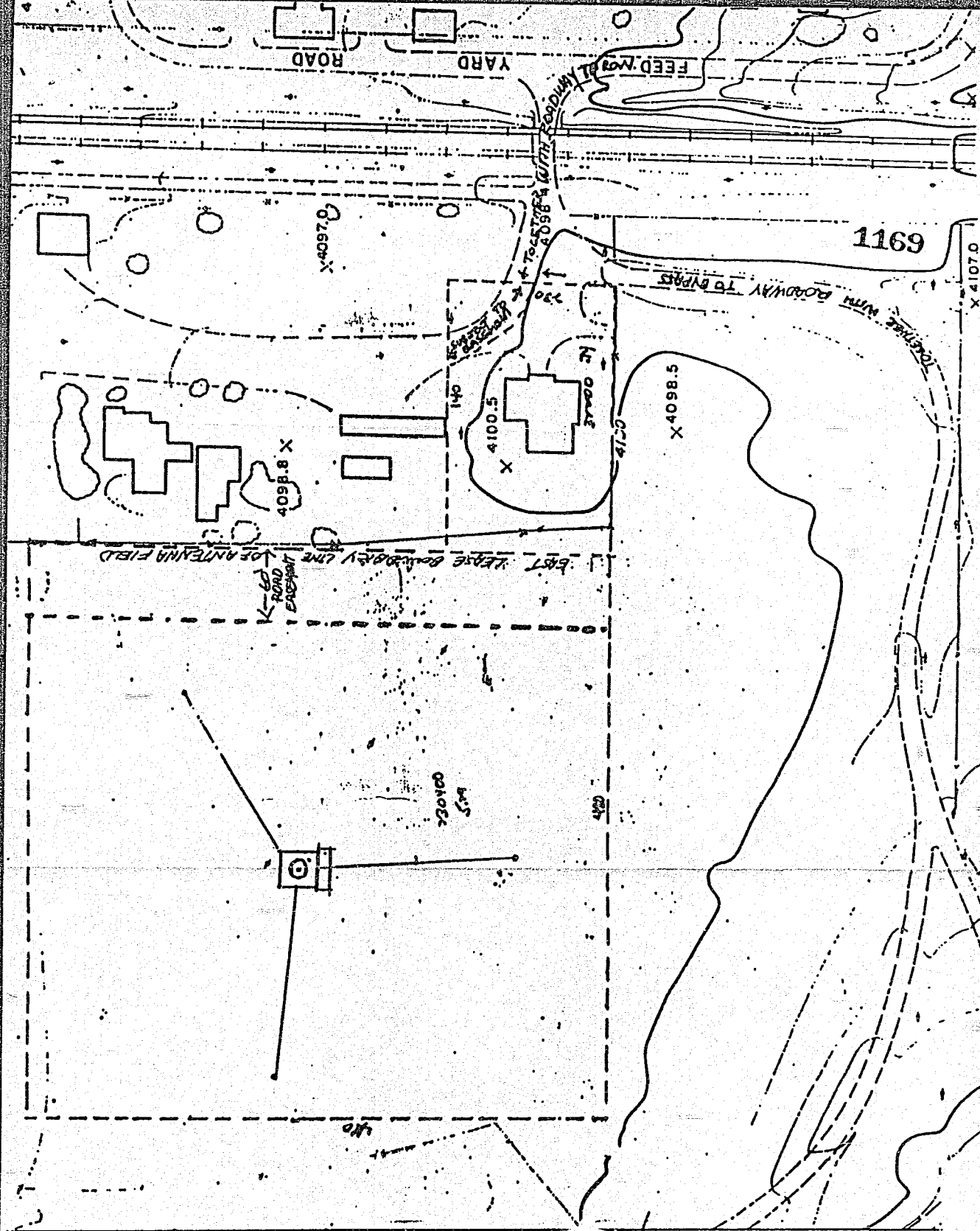
~~WESTERN STATES BROADCASTING, INC.~~

~~WILLIAM L. ZAWILA, President~~

[illegible]

FRANCIS O'CONNOR ENT. INC. &
O'CONNOR LIVESTOCK CO.

By: Charles D. Bond





OREGON ASSOCIATION OF REALTORS®

Lease ~~SALE~~ AGREEMENT NO. 1635 B

ADDENDUM TO SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

EXHIBIT NO. B

In reference to the foregoing and attached sale agreement and receipt for earnest money between
 Western States Broadcasting, Inc.

Tenant

~~Buyer(s)~~ and FRANCIS O'CONNOR ENTERPRISES, INC AND O'CONNOR LIVESTOCK CO.

Owners

~~Seller(s)~~, Dated November 19, 1987

for the real property known as The former KLAB lands, buildings, and antenna in Lot 3 Sec 9 Twn 39S
 Rge 9 EWM as shown in Exhibit A attached.

When signed by ~~Buyer(s)~~ and ~~Seller(s)~~ this addendum is made a part of and incorporated by this reference into the sale agreement and receipt for earnest money referred to above.

- a. Tenant may assign the lease or sublet portions of the leased premises. Owner reserves the right to construct and use a roadway over the easterly 60' of th antenna field as shown
- b. on Exhibit A, attached,. Tenant will purchase the antenna and all lighting and electrical and
- c. installation fixtures attached to the tower for a total price of \$1,200, payable at the
- d. beginning of occupancy. If owner gives notice to cancel the lease prior to the end of the 84 month lease period, tenant shall have the option of removing the antenna or of
- e. selling it back to owner for the original price reduced by 1/84 for each month that has
- f. passed since the beginning of the lease period until the date of the cancellation of the lease.
- g. Tenant has inspected the property, building, and antenna now on the premises and takes them
- h. in their "as is" condition except that prior to occupancy owner will furnish proof of potability
- i. of the domestic water supply and shall furnish wiring, to code and acceptable to Pacific
- j. Power & Light, to buildings and antenna base. Wiring for any special tenant requirements
- k. shall be be isntalled by tenant and may be removed by tenant when the lease ends or is
- l. cancelled as provided for herein. During the term of the lease or any extension the owner
- m. shall also provide all weather roads to the South Side Bypass and to Laverne Avenue. It shall
- n. be the responsibility of the owner to insure the buildings and to pay all real property taxes
- o. and to maintain the roadways and parking areas and the exterior walls and roof of the office
- p. building. Tenant shall insure and pay taxes on tenant's personal property, maintain the
- q. interior of the building, and provide tenant liability insurance.
- r. The trailer now at the antenna site is a part of the property being leased.
- s. During the term of the lease or any extension owner shall supply potable water
- t. to the office & studio building and a workable septic system.
- u.
- v.
- w.
- x.
- y. (D) THE RAILROAD COMPANY MAY CLOSE THE LAVERNE AVE CROSSING. IN THAT EVENT
- z. THE LESSORS WILL KEEP THE SOUTHSIDE BYPASS ACCESS OPEN BUT SHALL NOT
- aa. BE RESPONSIBLE FOR LAVERNE AVE ACCESS. JOC
- bb.
- cc.
- dd.
- ee.
- ff.
- gg.
- hh.

Date NOVEMBER 27, 1987

~~Buyer(s)~~ Tenant: Western States Broadcasting, Inc.

~~Buyer(s)~~ By: William L. Zawila, President

Office Barnhisel and Ganong

Broker's Initials 778

Date 12/14/87

Francis O'Connor Ent. Inc.
~~Seller(s)~~ Owner: O'Connor Livestock Co.

~~Seller(s)~~ By: Frank J. Ganong

REALTOR®

Date 11/19/87

1171

1888

EXHIBIT NO. 1

EXHIBIT NO. 1

OREGON ASSOCIATION OF REALTORS

1171

Ret. Barchiel and Ganong
323 MAIN ST
KLAMATH FALLS, OR. 97601

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Frank Ganong
of January A.D. 19 88 at 10:05 o'clock A M., and duly recorded in Vol. M88 day
of Misc. on Page 1168
FEE \$20.00
Evelyn Biehn, County Clerk
By Pam Smith