

10916

K-41769

FARM LEASE

This agreement is made this 25th day of January, 1990, by and between INLAND DEVELOPERS, a California joint venture, consisting of FORREST AARVIG and DAVID HANNAH of Stanislaus County, State of California, Lessor, and DAN RAJNUS and MARLA RAJNUS, husband and wife, of Klamath County, State of Oregon, Lessee;

WITNESSETH:

That said Lessor, for and in consideration of the covenants and agreements herein after mentioned, to be kept and performed by 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, Oregon, and described as follows, to wit:

See Exhibit "Z" attached hereto and incorporated by this reference;

and the Equipment, described on Exhibit "B".

To have and to hold the above described premises and equipment with the appurtenances unto the Lessee and his executors, administrators, and assigns from the 1st day of February, 1990, for, during and until the first day of November, 1990, paying the rent therefore as hereinafter stated.

And the Lessee, in consideration of the leasing of the premises and equipment as aforementioned by the Lessor to said Lessee, does covenant and agree with said Lessor, his executors, administrators and assigns to pay Lessor rent for the premises and equipment as follows:

A monthly rent of \$10.00 per month commencing the 1st day of February, 1990 and thereafter, payable on the 1st day of each month through October, 1990. During the term of this lease, the Lessee agrees to pay all real and personal property taxes assessed against the property, which become due and payable, prorated through the final date of Lessees' possession, all insurance premiums required to maintain all existing insurance policies against fire, extended coverage and public liability, prorated through the final day of Lessees' possession, all utilities and services furnished to the property through the final day of Lessees' possession and all costs and expenses of farming and operating the property for the 1990 crop year, including, but not limited to maintenance, power and water costs. At all times, Lessee shall have the right to grow and harvest crops on the property through and including November 1, 1990, and thereafter shall have continuing access to remove all 1990 crops, whether or not this lease has been terminated.

It is agreed that if any rent shall be due and unpaid for 30 days, or if any default shall be made in any of the covenants contained herein, then after 30 days written notice provided by Lessor to Lessee sent Certified Mail - return receipt requested to the address of the Lessee at HC 62, Box 80A, Malin, Oregon 97632, then and in that event, it shall be lawful for said Lessor to re-enter said premises and remove all persons therefrom.

Except as provided above, at the termination of this lease, the Lessee will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit (damage by the elements excepted) and said Lessor covenants that the Lessee, upon paying the rent described herein, and performing the covenants provided for herein, shall peaceably and quietly have, hold and enjoy the above described premises for the terms stated herein.

Lessors, by their signatures hereon, hereby consent to the sublease by the Lessee to VERNON QUICK and GAIL QUICK, husband and wife, of the residence and associated 6.09 acres of real property described as Parcel 2 on **Exhibit 2**, which is attached hereto and incorporated by this reference. Said sublease shall terminate on June 1, 1990. Before termination, the sublessee shall complete the home improvement projects presently under way in the residence to livable standards, and there shall be a walk-through with Lessors and Lessee.

If any suit or action is brought to enforce the terms of this lease, the prevailing party shall be entitled to recover their reasonable attorneys fees and costs of litigation, both in trial court and in any appellate court.

In witness whereof, the parties have hereunto signed this lease on the date set forth below.

1-31-90
DATE

1-31-90
DATE

Dan Rajnus
DAN RAJNUS

Marla Rajnus
MARLA RAJNUS

1-25-90
DATE

Jan. 25 - 1990
DATE

INLAND DEVELOPERS
Forrest Aarvig
FORREST AARVIG

David Hannah
DAVID HANNAH

STATE OF OREGON,

County of Klamath

} ss.

BE IT REMEMBERED, That on this 31st day of January, 1990,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Dan Carl Rajnus and Marla Ann Rajnus

known to me to be the identical individual s described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

Diana B. Graham
Notary Public for Oregon.

My Commission expires 12-19-92

EXHIBIT B

- 1) 1 Valley No. 4865 Electric Pivot
4 spans 6 5/8 x 160'
4 spans 6 5/8 x 147'
overhang 26'
total length 1258'

- 1 Valley No. 4971 Electric Pivot
3 spans 6 5/8 x 126'
6 spans 6 5/8 x 147'
overhang 26'
total length 1293'

- 2) Together with a 60 HP G.E. electric motor with a Layne & Bowler turbine pump; a 50 HP U.S. electric motor with a Pacific centrifugal pump; a 100 HP Newman electric motor with an Aurora turbine pump; and 3100 feet of size 8 inch buried PVC mainline.
- 3) 2400 feet of 4 inch wheel line assembled in 2 separate wheel lines.
- 4) Including any replacements and/or additions to any of the above 1 through 3 and any proceeds therefrom.

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

Township 40 South, Range 11 East of the Willamette Meridian:

PARCEL 1:

Section 13: The W $\frac{1}{2}$, EXCEPTING THEREFROM the East 120 feet of the NE $\frac{1}{4}$ NW $\frac{1}{4}$; that portion of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and the W $\frac{1}{2}$ SE $\frac{1}{4}$ lying Westerly of new Poe Valley-Malin Highway as the same is not located and constructed.

Section 14: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 23: N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$

Section 24: N $\frac{1}{2}$ NW $\frac{1}{4}$, that portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and North 180 feet of SW $\frac{1}{4}$ NE $\frac{1}{4}$ lying West of the West line of Harpold County Road No. 1097.

PARCEL 2:

Section 13: That portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, lying Westerly from the centerline of the Bonanza-Malin Highway as the same is now located and constructed, EXCEPTING THEREFROM any portion lying within the right of way of the Bonanza-Malin Highway.

The East 120 feet of the NE $\frac{1}{4}$ NW $\frac{1}{4}$

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 1st day
of Feb. A.D., 19 90 at 9:30 o'clock AM., and duly recorded in Vol. M90
of Deeds on Page 2259.

Evelyn Biehn - County Clerk
By Pauline Muelendore

FEE \$48.00

Return to:
KCC

EXHIBIT "Z"