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98 OCT 23 P3:40 Vol. 1198 Page 38984

AFTER RECORDING, RETURN TO:

ALCO, Inc.  
2316 South Sixth Street, Suite A  
Klamath Falls, OR 97601

MTC 45272-KR

## LEASE

Dover Properties, Grantor, leases to ALCO, Inc., its successors and assigns, Grantee, the real property described in Exhibit A attached hereto and incorporated herein by this reference for the specific purpose of providing parking for a new commercial building constructed in 1998 more specifically located at the northwest corner of Grantee's property. The lease granted hereby shall be appurtenant to and for the benefit of the real property currently owned by the Grantee and described as Parcels 1, 2, 3 and 4 on the instrument recorded in Volume M 94 at Page 1959 of the records of the Clerk of Klamath County, Oregon.

Construction of Improvements: Grantee may, at any time, construct, reconstruct, and maintain improvements for parking on the area of the Lease as described in Exhibit A. In addition, Grantee may fence or otherwise block use of the Lease area, provided that access to parking or use by Grantor for access to Grantor's other property shall not be restricted.

Maintenance and Repair: Grantee shall be solely responsible for the periodic maintenance and repair of the Lease area and any improvements therein by Grantee, including property taxes.

Consideration for Lease: Grantee shall pay to Grantor the sum of \$125 per month for sixty months. The first such payment shall be due and payable upon the execution of this Lease, and subsequent payments shall be due and payable on the 20<sup>th</sup> day of each month thereafter.

Lease Renewal: The term of the Lease may be extended, at the option of Grantee, for two additional terms of sixty months each. Each option shall be exercised by Grantee giving written notice to Grantor prior to the expiration of the current term.

Rental Adjustment on Renewal: If Grantee exercises its right to extend the term of the Lease, then the monthly rent payable by Grantee during the extended term shall be adjusted in the same percentage as the increase, if any, in the Consumer Price Index (the "Index") published by the United States Department of Labor, Bureau of Labor Statistics. This change shall be computed by comparing the schedule entitled "U.S. City Average, All Items, All Urban Consumers 1982-84=100" for the latest available month preceding the month in which the Renewal Term commences with the same figure for the same month prior to the initial term.

Remedy on Grantee's Default: In the event the Grantee fails to make said monthly payments, then Grantor's sole remedy shall be to cancel and terminate the Lease. ~~Grantee does hereby agree that upon termination and cancellation of this Lease, Grantee shall promptly execute a Quitclaim Deed or such other instrument as Grantor may reasonably deem necessary to clear Grantor's title to the property described in Exhibit A.~~ *AD*

Attorney's Fees: In the event of any litigation arising under this agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney's fees at arbitration, trial, or on appeal, as adjudged by the appropriate arbitrator, trial or appellate court.

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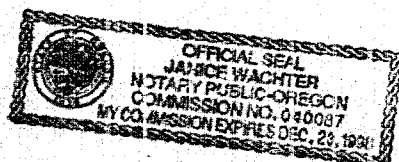
Effect of the Lease: The Lease created and granted hereunder shall run with the land as to all property burdened and benefited by the Lease, including any division or partition of such property. The rights, covenants, and obligations contained in this agreement shall bind, burden, and benefit each party's successors and assigns, lessees, mortgagees, and beneficiaries under Deeds of Trust.

WITNESS the hand of the Grantor as of this 30 day of September, 1998

Angelo Dow  
Doveri Land.

STATE OF OREGON, County of Klamath) ss:

This instrument was acknowledged before me by Angelo Dow  
as his voluntary act and deed.



Janice Wachter  
Notary Public for Oregon  
My Commission Expires: 12/23/98

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## Consumer Price Indexes



Table 3. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index

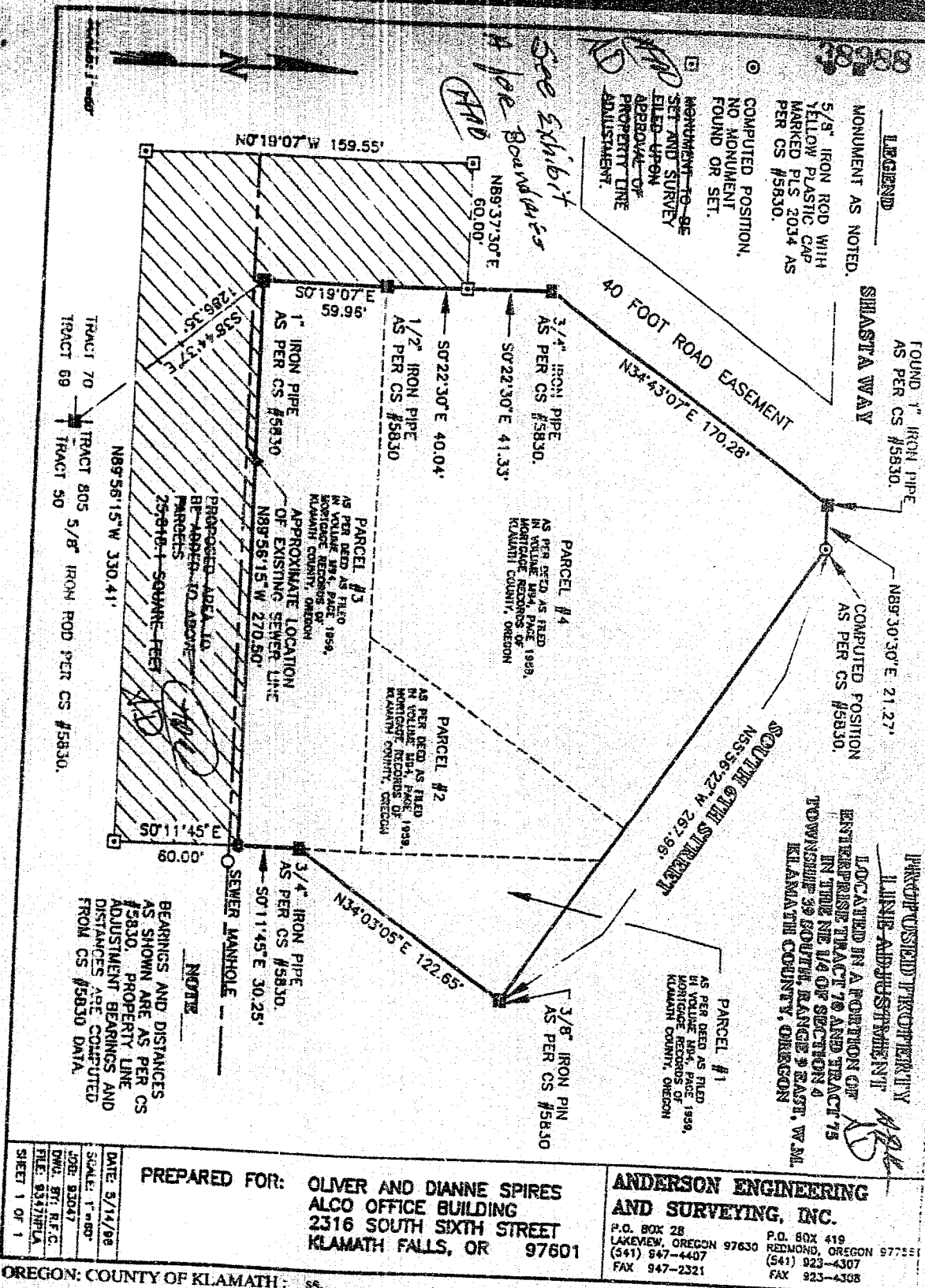
Table 3. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all (1982-84=100, unless otherwise noted)

| CPI-U  |   | Indexes                    |              |             |              |              |
|--|---|----------------------------|--------------|-------------|--------------|--------------|
|  |   | Pricing<br>schedule<br>(1) | Apr.<br>1998 | May<br>1998 | June<br>1998 | July<br>1998 |
| All  |   |                            |              |             |              |              |
| U.S. city average .....                                  | M |                            | 162.5        | 162.8       | 163.0        | 163.2        |
| Region and area size(2)                                  |   |                            |              |             |              |              |
| Northeast urban .....                                    | M |                            | 169.5        | 169.4       | 169.6        | 169.9        |
| Size A - More than 1,500,000 .....                       | M |                            | 170.2        | 170.2       | 170.4        | 170.7        |
| Size B/C - 50,000 to 1,500,000 (3) .....                 | M |                            | 102.1        | 101.8       | 101.9        | 102.0        |
| Midwest urban (4) .....                                  | M |                            | 159.0        | 159.4       | 159.5        | 159.8        |
| Size A - More than 1,500,000 .....                       | M |                            | 160.1        | 160.5       | 160.8        | 161.2        |
| Size B/C - 50,000 to 1,500,000 (3) .....                 | M |                            | 101.9        | 102.3       | 102.2        | 102.2        |
| Size D - Nonmetropolitan (less than<br>50,000) .....     | M |                            | 153.2        | 153.4       | 153.3        | 153.5        |
| South urban .....  | M |                            | 158.5        | 158.8       | 159.1        | 159.3        |
| Size A - More than 1,500,000 .....                       | M |                            | 157.6        | 157.7       | 158.4        | 158.5        |
| Size B/C - 50,000 to 1,500,000 (3) .....                 | M |                            | 102.0        | 102.2       | 102.3        | 102.4        |
| Size D - Nonmetropolitan (less than<br>50,000) .....     | M |                            | 159.1        | 159.3       | 160.0        | 160.0        |
| West urban .....   | M |                            | 163.6        | 164.3       | 164.2        | 164.3        |
| Size A - More than 1,500,000 .....                       | M |                            | 164.2        | 165.0       | 165.0        | 165.1        |
| Size B/C - 50,000 to 1,500,000 (3) .....                 | M |                            | 102.2        | 102.4       | 102.3        | 102.3        |
| Size classes   |   |                            |              |             |              |              |
| A (5) .....  | M |                            | 147.0        | 147.3       | 147.5        | 147.7        |
| B/C (3) .....  | M |                            | 102.0        | 102.2       | 102.2        | 102.2        |
| D .....  | M |                            | 158.5        | 158.8       | 159.2        | 159.3        |
| Selected local areas(5)                                  |   |                            |              |             |              |              |
| Chicago-Gary-Kenosha, IL-IN-WI .....                     | M |                            | 164.8        | 165.6       | 166.0        | 166.5        |
| Los Angeles-Riverside-Orange County, CA .....            | M |                            | 161.8        | 162.3       | 162.2        | 162.1        |
| New York-Northern N.J.-Long Island,<br>NY-NJ-CT-PA ..... | M |                            | 173.0        | 173.0       | 173.1        | 173.6        |
| Boston-Brockton-Nashua, MA-NH-ME-CT .....                | 1 |                            | -            | 170.9       | -            | 170.7        |

## EXHIBIT A

A parcel of land located in the NE¼ of Section 4 and in a portion of Enterprise Tracts 70 and 75, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows:

Beginning at a 1 inch iron pipe, said pipe monuments the southwest corner of parcel three as described in Volume M 94, Page 1959 of the Mortgage Records of Klamath County, said 1 inch iron pipe bears N38-44-37W at 1286.35 feet from a 5/8" iron rod monumenting the southeast corner of Enterprise Tract 70; thence S89-56-15E at 270.50 feet to a 5/8 inch iron rod with yellow plastic cap marked PLS 2034; thence S0-11-45E at 60.00 feet; thence N89-56-15W at 330.41 feet; thence N0-19-07W at 200.88 feet; thence N89-37-30E at 60.00 feet to the west line of parcel four as described in Volume M 94, Page 1959 of the Mortgage Records of Klamath County; thence S0-22-30E along said west line of parcel four 81.37 feet to a ½ inch iron pipe; thence S0-19-07E along the west line of above mentioned parcel three 59.96 feet to the point of beginning.



STATE OF OREGON; COUNTY OF KLAMATH: 54

Filed for record at request of Amerititle the 23rd day of October A.D., 19 98 at 3:40 o'clock P. M., and duly recorded in Vol. M98 of Deeds on Page 38984

FEE \$50.00

By Bernetha G. Jetsch, County Clerk