

**MEMORANDUM OF FARM LEASE**

THIS MEMORANDUM, made this 3<sup>rd</sup> day of May, 2000, by and between LEE MATNEY, as Lessor, and JACK PLATT and MARILYN PLATT, husband and wife, as Lessees, for recording purposes, acknowledges that a Farm Lease of real property, dated the 3<sup>rd</sup> day of May, 2000, was entered into wherein the total consideration is the sum of \$26,400.00 per year payable in installments as therein stated. The aforementioned Farm Lease is for the real property legally described as:

*1470.50 acres described: All that part of W1/2 of the NW1/4 SW1/4, Sec. 18, T. 40 S., R 10 E, W. M., lying southerly of and from the U.S. Government Reclamation drainage Canal, containing 6 acres, more or less; the W1/2 of the SW1/4 SW1/4, said Sec. 18, containing 20 acres, more or less; W1/2 W1/2, SE1/4 SW1/4, SW1/4 SE 1/4, Sec. 19: NW1/4 SW1/4, Sec. 30: N1/2 NW1/2, Sec. 31, said T. & R. ; SW1/4 SE1/4, SE1/4 SE 1/4, Sec. 13, T. 40 S., R. 9 #., W.M.; NE1/4, SE1/4, Sec. 24; NE1/4, Sec. 25; SE1/4 SW1/4, SE 1/4, Sec. 25, T. 40 S., R. 9E, W.M.; containing in all 1415.23 acres, more or less.*

*Excluding therefrom all residential structures and outbuildings associated therewith, situated upon the above-described real property, together with an area of one acre around the same, and further excluding the existing pasture utilized by the aforesaid residence and outbuildings.*

Said Farm Lease is in full force and effect between the Lessor and the Lessees.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED

AFTER RECORDING RETURN TO:

Webb, Martinis & Hill

Attorneys At Law

1114 12th St. S.E.

Salem, OR 97302

State of Oregon, County of Klamath

Recorded 02/17/2004 8:40 a m

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Linda Smith, County Clerk

Fee \$ 26<sup>00</sup> # of Pgs 2

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WEBB & MARTINIS ✓  
 pr 1114 - 12TH STREET SE  
 SALEM, OR 97302  
 (503) 363-9264

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IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 28 day of April, 2000.

LESSOR:

LESSEES:

Lee Matney 4/28/00  
LEE MATNEY DATE  
AKA Bodenschatz

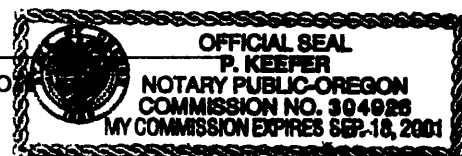
Jack Platt 5/3/00  
JACK PLATT DATE  
Marilyn Platt 5/3/00  
MARILYN PLATT DATE

STATE OF OREGON )  
 ) ss.

County of ~~Marion~~ Klamath

On the 28 day of April, 2000, personally appeared before me the above-named LEE MATNEY and acknowledged the foregoing to be his voluntary act and deed. AKA Lee Bodenschatz

[Signature]  
Notary Public for Oregon



STATE OF OREGON )  
 ) ss.

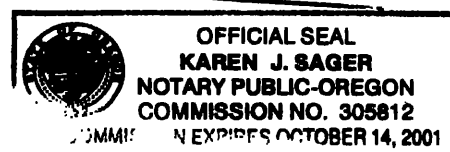
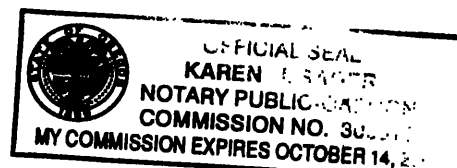
County of Marion

On the 3rd day of May, 2000, personally appeared before me the above-named JACK PLATT and MARILYN PLATT, husband and wife, and acknowledged the foregoing to be their voluntary act and deed.

[Signature]  
Notary Public for Oregon



[PLATT] MEMORANDUM OF FARM LEASE - LEE MATNEY



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