

2007-019852

Klamath County, Oregon



11/26/2007 09:09:35 AM

Fee: \$26.00

AFTER RECORDING, RETURN TO:

William M. Ganong
Attorney at Law
514 Walnut Avenue
Klamath Falls OR 97601

AGREEMENT EXTENDING
AGRICULTURAL LEASE

REC'D NOV 6 2007

Original Memorandum of Lease was recorded January 14, 1998 in Vol. M 98, Page 1227.

Dated: September 10, 2007

Between: Colahan Enterprises Inc., an Oregon Corporation, and Raymond R. Colahan and Sharon L. Colahan, as Tenants by the Entirety, 45190 Highway 31, P.O. Box 300, Paisley, Oregon 97636 ("Landlord")

And: Sierra Cascade Nursery Inc., 472-715 Johnson Road, Susanville, California 96130 ("Tenant")

Property: The Southwest one-quarter of the Southwest one-quarter of Section 31, Township 37 South, Range 11 East W.M.; the West one-half of the West one-half of Section 6 (government lots 4, 5, 6 and 7), Township 38 South, Range 11 E.W.M.; the East one-half of the East one-half of Section 1, Township 38 South, Range 11 ½ E.W.M.;

OR, More specifically,

PARCEL 1: The E ½ of the SE ¼, Section 1, Township 38 S, Range 11 ½ East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2: The E ½ of the NE ¼, Section 1, Township 38 S, Range 11 ½ East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 3: Township 37 S, Range 11 East of the Willamette Meridian, Klamath County, Oregon, Section 31: SW ¼ SW ¼ (Lot 4)

PARCEL 4: The W ½ of the SW ¼, Section 6, Township 38 S, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 5: The W ½ of the NW ¼, Section 6, Township 38 S, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

All irrigation apparatus used in connection with the irrigation of the above subject premises, including by not limited to two (2) pivots, main and wheel line, wells, pumps and electrical panels.


For good and valuable consideration the parties agree that the term of the Agricultural Lease dated December 31, 1997 made by and between Landlord and Tenant ("original lease") for the above subject property, shall be extended for a period of ten years commencing January 1, 2008 and terminating on December 31, 2017. All terms of the original lease, including the five year extension as indicated in Section 2 of the original lease, except the amount of the annual rent and mainline disconnect issue, shall apply. The annual cash rent payable by Tenant to Landlord shall be \$85,000 per year. The

annual rent shall be paid in two installments of \$42,500 each and shall be due and payable on or before January 1 and August 1 of each year. The first installment for the first year shall be due January 1, 2008. The other exception shall be that Tenant at the end of the lease shall disconnect mainlines currently extending beyond the Landlord's property.

Tenant: Sierra Cascade Nursery Inc.

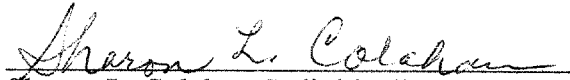

Randy Jertberg, Chief Executive Officer

Landlord: Colahan Enterprises, Inc.
AS TO Parcels 1, 2 & 5:


Raymond R. Colahan, President

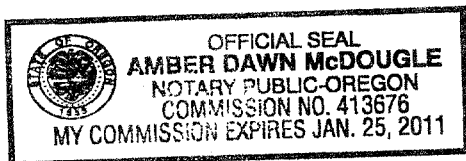
AS TO Parcels 3 & 4:


Raymond R. Colahan, Individually


Sharon L. Colahan, Individually

STATE OF OREGON, County of Klamath)

The foregoing instrument was acknowledged before me this 17th day of September, 2007, by Randy Jertberg as Chief Executive Officer of Serra-Cascade Nursery, Inc.

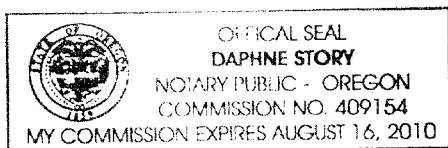



Notary Public for the State of Oregon

My Commission Expires: Jan 25, 2011

STATE OF OREGON, County of Lake)

The foregoing instrument was acknowledged before me this 11th day of September, 2007, by Raymond R. Colahan and Sharon L. Colahan, and by Raymond R. Colahan as President of Colahan Enterprises, Inc.




Notary Public for the State of Oregon

My Commission Expires: Aug. 16, 2010