

NJC 13916--9211

2008-016042

Klamath County, Oregon

AFTER RECORDED, RETURN TO:

Ernest W. Tosti  
23655 South Poe Valley Road  
Klamath Falls OR 97603



00057009200800160420040048

12/02/2008 03:42:34 PM

Fee: \$36.00

### AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT is made by and between Bruce McEldowney and Pam McEldowney, husband and wife, "Lessor," and Ernest W. Tosti and Tama Tosti, husband and wife, "Lessee."

#### RECITALS:

A. By Lease Agreement recorded September 14, 2007 in Book 2007 at Page 016193 of the records of the Clerk of Klamath County, Oregon, Lessor leased to Lessee approximately 120 acres of pasture land, farm land, and a pole barn described in said Lease Agreement.

B. Lessor now desires to sell approximately 51 +/- acres of said land to David B. Oxley and Marganne W. Oxley. The land Lessor desires to sell is described on Exhibit A attached hereto and incorporated herein by this reference.

C. Lessor has requested that Lessee agree to an amendment of said Lease Agreement to release the land described on Exhibit A attached hereto from the terms of the Lease Agreement to allow said sale.

D. Lessee is willing to amend the Lease Agreement and relinquish its right to possess and use the land described on Exhibit A attached hereto in consideration for the amendments to the Lease Agreement set forth hereinafter.

#### AGREEMENT

1. Lessee hereby quitclaims and releases from the terms of the Lease Agreement recorded in Book 2007 at Page 016193 in the records of the Clerk of Klamath County, Oregon, the real property described on Exhibit A attached hereto and incorporated herein by this reference. Lessee agrees to immediately vacate said property, and Lessee shall have no further right to occupy or use said property.

2. In consideration of Lessee's agreement to relinquish its right to occupation and use of the land described on Exhibit A attached hereto, Lessor agrees to modify the terms of the said Lease Agreement as follows:

a. Article 2 is amended to provide that the compensation paid annually by Lessee to Lessor for the use of the remaining property shall be \$6,667 per year, payable in two equal installments on October 31 and April 1 of each Lease year;

b. Article 9 is revoked. Lessor shall direct AmeriTitle to pay to Lessee, out of the funds available from the closing of the sale to Oxleys, \$10,216 for improvements and expenses to the leased property incurred by Lessee; and \$1,666.50 as a pro rata share of the lease

### AMENDMENT TO LEASE AGREEMENT

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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payment made by Lessee, for a total of \$11,882.50;

c. Article 10 is amended to provide that the purchase price payable by Lessee to Lessor, if Lessee exercises its option to purchase the remaining 80 acres, shall be \$220,000; and


d. The following provisions are added to the Lease Agreement:

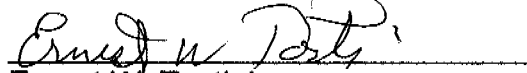
(1) Lessor and the Oxleys shall be responsible for constructing a cattle-tight fence along the property line common to the land being sold to Oxleys and the land that will remain under the terms of the Lease Agreement;

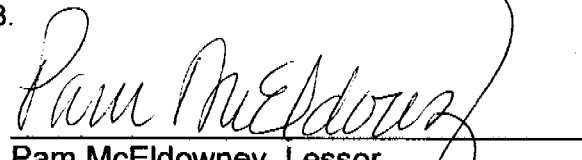
(2) The existing irrigation and drainage systems shall remain intact and functional. Lessor acknowledges that the land occupied by Lessee is flood irrigated and that runoff from the flood irrigation flows onto the land being sold to Oxleys. Lessor and/or Oxleys shall provide whatever drainage or other facilities they deem appropriate to accept drainage from the land occupied by Lessee. Lessor agrees that there shall be no requirement of any kind for Lessee to change its irrigation practices, and there will be no interference with the flow of water for irrigation or drainage to and from the land retained by Lessee.


3. The parties ratify and affirm the terms of the Lease Agreement as amended hereby.

IN WITNESS WHEREOF, the parties have executed this Amendment to Lease Agreement effective on November 26, 2008.

  
Bruce McEldowney, Lessor  
23770 South Poe Valley Road  
Klamath Falls OR 97603

  
Ernest W. Tosti, Lessee  
26591 South Poe Valley Road  
Klamath Falls OR 97603

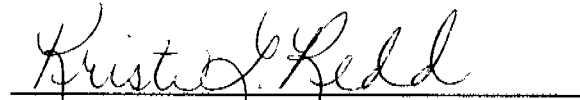
  
Pam McEldowney, Lessor  
23770 South Poe Valley Road  
Klamath Falls OR 97603

  
Tama Tosti, Lessee  
26591 South Poe Valley Road  
Klamath Falls OR 97603

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on November 26, 2008 by Bruce McEldowney.



  
Notary Public for Oregon  
My Commission Expires: 11/16/2011

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on November 26, 2008 by Pam McEldowney.



Kristi L. Redd  
Notary Public for Oregon

My Commission Expires: 11/16/2011

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on November 26, 2008 by Ernest W. Tosti.



Kristi L. Redd  
Notary Public for Oregon

My Commission Expires: 11/16/2011

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on November 26, 2008 by Tama Tosti.



Kristi L. Redd  
Notary Public for Oregon

My Commission Expires: 11/16/2011

DENNIS A ENSOR O.L.S.

JOHN HEATON L.S.I.T.

**TRU SURVEYING, INC. LINE**2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603  
PHONE: (541) 884-3691

October 16, 2008

## Legal Description

A tract of land being a portion of that tract of land described in deed volume M92, page 11554 of the Klamath County deed records, said tract situated in government lots 4 and 5 of section 2 and government lot 8 of section 3, T40S, R11EWM, Klamath County, Oregon, being more particularly described as follows:

All that portion of said deed volume lying east and south of the following described line; beginning at a point on the boundary of said deed volume, from which the northwest corner of said section 2 bears N18°28'52"W 1081.84 feet; thence S02°20'30"E 931.66 feet; thence S01°05'48"E 249.55 feet; thence West 1714.50 feet; more or less, to a point on the west line of said deed volume, containing 51.2 acres more or less.

Also a tract of land situated in government lot 4 of section 2, T40S, R11EWM, Klamath County, Oregon, being more particularly described as follows:

All that portion of that tract of land described in deed volume M92, page 11554 lying east of the following described line;

Beginning at a point on the north line of said government lot 4, from which the northwest corner of said section 2 bears N89°49'50"W 345.39 feet; thence S00°10'10"W 57.05 feet; thence S40°38'04"W 45.69 feet; thence S00°36'01"E 330.50 feet, more or less, to a point on the boundary of said deed volume, containing 0.29 acres, more or less.

Dennis A. Ensor

EXPIRES 12-31-09

REGISTERED  
PROFESSIONAL  
LAND SURVEYOROREGON  
JULY 25, 1990  
DENNIS A. ENSOR  
2442

Tru-Line Surveying, Inc. • 2333 Summers Lane, Klamath Falls, OR. 97603

Fax: (541) 882-3790

www.trulineskf.com