

2010-010634

Klamath County, Oregon



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09/08/2010 11:43:12 AM

Fee: \$57.00

Record @ Courthouse

AFTER RECORDING RETURN TO:

Laurie A. Pinard
CPM Development Corporation
P O Box 88050
Tukwila, WA 98138-2050

Document Title(s) (or transactions contained therein):

1. First Amendment to Memorandum of Lease

Reference Number(s) of Documents assigned or released: N/A

Grantor(s) (Last name first, then first name and initials):

1. Klamath Cascade Group, LLC, an Oregon Limited Liability Company
- 2.
3. ☐ Additional names on page ___ of document.

Grantee(s) (Last name first, then first name and initials):

1. CPM Development Corporation, a Washington corporation
- 2.
- 3.
4. ☐ Additional names on page ___ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

☒ Full legal is on page 5 of document.

57-

FIRST AMENDMENT TO MEMORANDUM OF LEASE

23rd THIS FIRST AMENDMENT TO MEMORANDUM OF LEASE is entered into as of the ____ day of August, 2010, by and between Klamath Cascade Group, LLC, an Oregon Limited Liability Company ("Landlord"), and CPM DEVELOPMENT CORPORATION, a Washington corporation ("Tenant").

1. This is the First Amendment to the memorandum of that certain Lease Agreement dated October 4, 2004, between Landlord and Staker & Parson Companies, a Utah corporation as Tenant, affecting the real property situated in Klamath County, Oregon as more fully described in Exhibit A attached hereto (the "Property").
2. The Lease has been modified by that certain First Amendment to Lease Agreement dated August 23rd, 2010. The Lease, as modified, is hereunder referred to as the "Lease."
3. This document is hereinafter referred to as the 1st Amendment to Memorandum of Lease.
4. CPM Development Corporation is the successor in interest to Staker & Parson Companies and the Tenant under the Lease.
5. Subject to the terms and conditions of the Lease, Landlord leases the Property to Tenant for an initial term expiring April 21, 2050. Tenant has the right to extend the initial term for four (4) periods of five (5) years each. The primary purpose of the Lease is to grant Tenant the right to use the Property for mining earth, rock, sand and gravel, and other minerals.
6. The Lease also grants Tenant a right of first refusal as to the sale of all or a portion of the Property.
7. This 1st Amendment to Memorandum of Lease is not a complete summary of the Lease. Provisions in this 1st Amendment to Memorandum of Lease shall not be used in interpreting the Lease provisions.
8. This 1st Amendment to Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in the Lease. In the event of a conflict between the terms and conditions of this 1st Amendment to Memorandum of Lease and the terms and conditions of the Lease, the terms and conditions of the Lease shall prevail.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Effective as of the date first written above.

LANDLORD:

Klamath Cascade Group, LLC, an Oregon Limited Liability Company

By: Ron Stewart
(Name printed or typed)

[Signature]
(Signature)

Member
(Title)

8/22/10
(Date)

TENANT:

CPM Development Corporation, a Washington corporation

By: RONALD S CRISS
(Name printed or typed)

[Signature]
(Signature)

Vice President
(Title)

8/23/2010
(Date)

STATE OF Oregon)
) ss.
COUNTY OF Klamath)

On this day personally appeared before me, Ronald A. Stewart, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22nd day of August, 2010.



Heather R. Criss
Signature of Notary

Heather R. Criss
Print or stamp name of Notary

Notary Public in and for the State of

Oregon

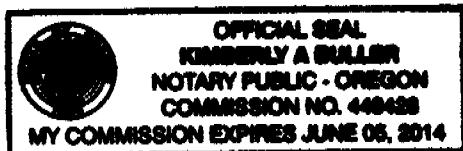
residing at 3316 N Juniper St. Davis CA 956023

My commission expires 3-27-2012

STATE OF Oregon)
) ss.
COUNTY OF Klamath)

On this day before me the undersigned, personally appeared Ron Cries, to me known to be the Vice President of CPM Development Corporation, a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument, and that the seal affixed (if any) is the corporate seal of said corporation.

GIVEN under my hand and official seal this 23 day of Aug, 2010.



Kimberly A. Buller
Signature of Notary

Kimberly A. Buller
Print or stamp name of Notary
Notary Public in and for the State of
Oregon
residing at K.F.O.
My commission expires 6/5/14

Exhibit "A"
Legal Description of the Property

The N ½ of the SE ¼ of Section 23, Township 34 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM the SW ¼ of the NW ¼ of the SE ¼ of Section 23, Township 34 South, Range 6 East, of the Willamette Meridian, Klamath County, Oregon.

ALSO EXCEPTING THEREFROM that portion lying within the boundaries of Brown Road.

Together with all mineral rights pertinent to the herein described property.

ALL SITUATE IN KLAMATH COUNTY, OREGON.

