

2012-009105

Klamath County, Oregon



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Return to:

DRI

8130 SW Beaverton-Hillsdale Highway  
Portland, OR 97225

**Landlord and Mortgagee  
Waiver/Easement  
(Facility Lease)**

This instrument was drafted by:  
Farm Credit Leasing Services Corporation  
600 Highway 169 S, Suite 300  
Minneapolis, MN, 55426-1219

Contract Number: 001-0032785-000  
Customer Number: 5302666

**FILE SECOND**

**Dated as of: July 20, 2012**

This Landlord and Mortgagee Waiver/Easement ("Agreement") is entered into by and among the following parties:

**Lessor:** Farm Credit Leasing Services Corporation

**Lessee:** Chin Family Limited Partnership, a Limited Partner and Wong Potatoes, Inc. and Chin Family Living Trust, dated April 22, 1996 and Daniel George Chin and Deloris Diane Chin

**Owner of Land:** Daniel George Chin and Deloris Diane Chin, Trustees of the Chin Family Living Trust dated April 22, 1996

**Mortgagee:** Northwest Farm Credit Services, FLCA

**Mortgagee:** George W. Chin, Trustee for the George W. Chin 2011 Trust, dated August 31, 2011

**WHEREAS**, the undersigned Lessee, Owner of Land, and/or Mortgagee hold certain interests in the land legally described in Exhibit B hereto (the "Property"); and

**WHEREAS**, Lessor and Lessee have entered into a certain Interim Funding Agreement for the Contract Number indicated above, by which Lessor is having certain facility(ies), building(s) and/or structure(s) and related fixtures, all as described in Exhibit A hereto (collectively, the "Facility"), constructed and installed on the Property for lease to Lessee in accordance with a Facility Lease Agreement (the "Lease") executed by Lessor and Lessee, or anticipated to be executed by Lessor and Lessee, upon completion of the Facility.

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the parties hereto from the making of such Lease, the undersigned parties ("Parties") hereby agree to the terms contained below.

1. Ownership of the Facility shall be and remain severed from that of the Property;
  2. Title to and ownership of the Facility shall at all times be and remain exclusively with the Lessor, and no interest in the Property shall attach to the Facility;
  3. The Facility shall not be subject to the lien of any mortgage, deed of trust, secured transaction or instrument heretofore or hereafter arising against the Property;
  4. Lessor, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Facility without further notice to, or further permission of, charge for, or obligation to, the Parties, and in the event of default by Lessee in the payment or performance of any of Lessee's obligations and liabilities to the Lessor, Lessor may, at its option, remove the Facility or any part thereof from the Property without objection, delay, hindrance or interference by the Parties, and in such case, the Parties (other than the Lessor) will make no claim or demand whatsoever against the Facility;
  5. The Facility may remain on the Property without charge throughout the term of the Lease and thereafter so long as Lessor (and/or Lessor's assigns) retains an interest in the Facility
  6. The Owner of the Land, for valuable consideration does hereby grant Lessor and its assigns an easement over the Property for the benefit, continued use, possession, and enjoyment of the Facility for ingress/egress to the nearest public road, use of wells and water pipes utilized on the Property, and for access to utilities, such easement to be in addition to any other rights in the Property that Lessor may now or hereafter hold pursuant to any other document or agreement;
  7. Mortgagee agrees that, if it sells the Property at foreclosure sale, or takes title to the Property under any deed in lieu of foreclosure or otherwise, it shall do so subject to the terms of this Agreement; and
  8. Lessor and Lessee may agree, without affecting the validity of this Landlord and Mortgagee Waiver, to extend, amend or in any way modify the terms of payment or performance of any of the Lessee's obligations and liabilities to Lessor, without the consent and without giving notice thereof to the other Parties.
- All of the Parties agree that the Lessor may sell, transfer, convey, or assign its interest in the Lease to any other persons or entities and that the terms of this Landlord and Mortgagee Waiver

will remain fully valid and in effect and binding upon the Parties for the benefit of such above-referenced persons or entities.

This Agreement (including without limitation the easement created hereby) shall expire and be of no further effect at such time (and only at such time) that Lessee duly closes upon the purchase of the Facility under any applicable purchase option contained in the Lease or as otherwise agreed by Lessor at its sole and absolute discretion.

This Landlord and Mortgagee Waiver/Easement binds all of the Parties, their heirs, personal representatives, successors and assigns and shall inure to the benefit of Lessor, its successors and assigns.

**Lessor: Farm Credit Leasing Services Corporation**

By:

  
Signature

**Tanya Simmer**

Name

**Leasing Services Specialist III**

Title

**Lessee: Chin Family Limited Partnership, a Limited Partnership**

By: Chin Family Living Trust dated April 22, 1996, General and Limited Partner

By: Daniel George Chin

  
Signature

Daniel George Chin

Name

Trustee

Title

By: Deloris Diane Chin

  
Signature

Deloris Diane Chin

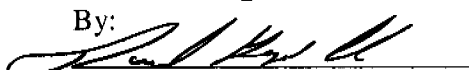
Name

Trustee

Title

**Lessee: Wong Potatoes, Inc.**

By:

  
Signature


Daniel George Chin

Name

President

Title

By:

  
Signature

Deloris Diane Chin

Name

Secretary

Title

**Lessee: Chin Family Living Trust, dated April 22, 1996**

By:

  
Signature

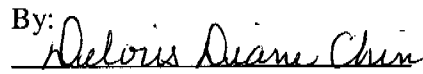
Daniel George Chin

Name

Trustee

Title

By:

  
Signature

Deloris Diane Chin

Name

Trustee

Title

**Lessee: Daniel George Chin**

  
Signature

Daniel George Chin

Name

Individual

Title

**Lessee: Deloris Diane Chin**

  
Signature

Deloris Diane Chin

Name

Individual

Title

**Owner of the Land: Daniel George Chin and Deloris Diane Chin, Trustees of the Chin Family Living Trust dated April 22, 1996**

By:

  
Signature

Daniel George Chin

Name

Trustee

Title

By:

  
Signature

Deloris Diane Chin

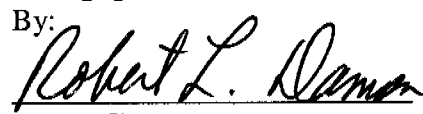
Name

Trustee

Title

**Mortgagee: Northwest Farm Credit Services, FLCA**

By:

  
Signature

Robert L. Damon

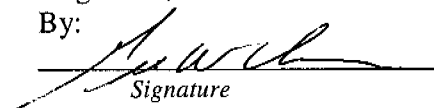
Name

Senior Credit Officer

Title

**Mortgagee: George W. Chin, Trustee for the George W. Chin 2011 Trust, dated August 31, 2011**

By:

  
Signature

George W. Chin

Name

Trustee

Title

**All Purpose Acknowledgement**State Of OregonCounty Of KlamathOn 7/30/12 Before me, Mitchell K Stokes  
date name and title of officerpersonally appeared Daniel George Chin  
name of signer☒ personally known to me -OR-☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.**Capacity Claimed by Signer**☒ Individual  
☐ Corporate OfficerNotary  
title☐ Limited Partner  
☐ General Partner  
☐ Attorney-In-Fact  
☒ Trustee  
☐ Guardian/Conservator  
☐ Other:**OFFICIAL SEAL**  
**MITCHELL K STOKES**  
**NOTARY PUBLIC - OREGON**  
**COMMISSION NO. 456205**  
**MY COMMISSION EXPIRES MARCH 19, 2015**

Witness my hand and official seal

Notary Public

**Signer is Representing**Chin Family Living TRUST

Name of person(s) or entity(ies)

**All Purpose Acknowledgement**State Of OregonCounty Of KlamathOn 7/30/12 Before me, Mitchell K Stokes  
date name and title of officerpersonally appeared Deloris Diane Chin  
name of signer☐ personally known to me -OR-☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.**Capacity Claimed by Signer**☒ Individual  
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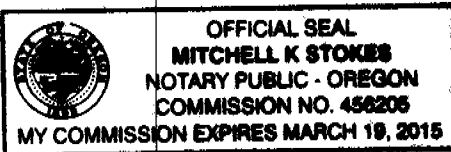
Notary Public

**Signer is Representing**Chin Family Living TRUST

Name of person(s) or entity(ies)

**All Purpose Acknowledgement**State Of Oregon

Capacity Claimed by Signer

County Of Klamath☐ Individual  
☒ Corporate OfficerOn 7/30/12 Before me, Mitchell K Stokes  
date name and title of officerPresident  
titlepersonally appeared Daniel George Chin  
name of signer☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.☐ Limited Partner  
☐ General Partner  
☐ Attorney-In-Fact  
☐ Trustee  
☐ Guardian/Conservator  
☐ Other:

Witness my hand and official seal

Notary Public [Signature]

Signer is Representing

Wong Potatoes, Inc.

Name of person(s) or entity(ies)

**All Purpose Acknowledgement**State Of Oregon

Capacity Claimed by Signer

County Of Klamath☐ Individual  
☒ Corporate OfficerOn 7/30/12 Before me, Mitchell K Stokes  
date name and title of officerSecretary  
titlepersonally appeared Deloris Diane Chin  
name of signer☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.☐ Limited Partner  
☐ General Partner  
☐ Attorney-In-Fact  
☐ Trustee  
☐ Guardian/Conservator  
☐ Other:

Witness my hand and official seal

Notary Public [Signature]

Signer is Representing

Wong Potatoes, Inc

Name of person(s) or entity(ies)

**All Purpose Acknowledgement**State Of Oregon**Capacity Claimed by Signer**County Of KLAMATH

- ☐ Individual  
☐ Corporate Officer

On 7/30/12 Before me, Mitchell K Stokes  
date name and title of officerpersonally appeared Daniel George Chin  
name of signer

☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

- ☐ Limited Partner  
☐ General Partner  
☐ Attorney-In-Fact  
☒ Trustee  
☐ Guardian/Conservator  
☐ Other:



**OFFICIAL SEAL**  
**MITCHELL K STOKES**  
**NOTARY PUBLIC - OREGON**  
**COMMISSION NO. 456205**  
**MY COMMISSION EXPIRES MARCH 19, 2015**

Witness my hand and official seal

Notary Public [Signature]

Signer is Representing

Chin Family Living Trust

Name of person(s) or entity(ies)

**All Purpose Acknowledgement**State Of Oregon**Capacity Claimed by Signer**County Of KLAMATH

- ☐ Individual  
☐ Corporate Officer

On 7/30/12 Before me, Mitchell K Stokes  
date name and title of officerpersonally appeared Deloris Diane Chin  
name of signer

☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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☐ General Partner  
☐ Attorney-In-Fact  
☒ Trustee  
☐ Guardian/Conservator  
☐ Other:



**OFFICIAL SEAL**  
**MITCHELL K STOKES**  
**NOTARY PUBLIC - OREGON**  
**COMMISSION NO. 456205**  
**MY COMMISSION EXPIRES MARCH 19, 2015**

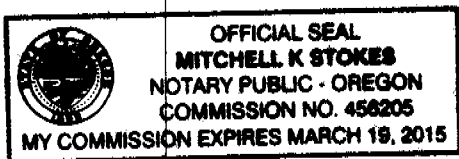
Witness my hand and official seal

Notary Public [Signature]

Signer is Representing

Chin Family Living Trust

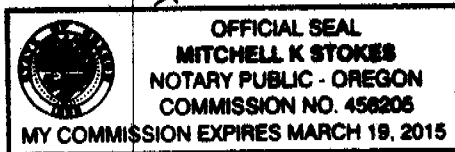
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☐ General Partner  
☐ Attorney-In-Fact  
☐ Trustee  
☐ Guardian/Conservator  
☐ Other:

Witness my hand and official seal

Notary Public [Signature]**Signer is Representing**

Name of person(s) or entity(ies)

**All Purpose Acknowledgement**State Of Oregon**Capacity Claimed by Signer**County Of KIAMATH☒ Individual  
☐ Corporate OfficerOn 7/30/12 Before me, Mitchell K Stokes  
date name and title of officerpersonally appeared DeLori's Diane Chin  
name of signer☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.☐ Limited Partner  
☐ General Partner  
☐ Attorney-In-Fact  
☐ Trustee  
☐ Guardian/Conservator  
☐ Other:

Witness my hand and official seal

Notary Public [Signature]**Signer is Representing**

Name of person(s) or entity(ies)



**All Purpose Acknowledgement**State Of OregonCounty Of KIAMATHOn 7/30/12 Before me, Mitchell K Stokes  
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☐ Attorney-In-Fact  
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☐ Other:

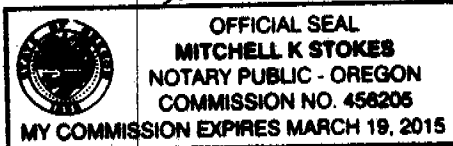
Witness my hand and official seal

Notary Public

Signer is Representing

Chin Family Living Trust

Name of person(s) or entity(ies)

**All Purpose Acknowledgement**State Of OregonCounty Of KIAMATHOn 7/30/12 Before me, Mitchell K Stokes  
date name and title of officerpersonally appeared \_\_\_\_\_  
name of signer☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.**Capacity Claimed by Signer**☐ Individual  
☐ Corporate Officer☐ Limited Partner  
☐ General Partner  
☐ Attorney-In-Fact  
☒ Trustee  
☐ Guardian/Conservator  
☐ Other:

Witness my hand and official seal

Notary Public

Signer is Representing

Chin Family Living Trust

Name of person(s) or entity(ies)

**All Purpose Acknowledgement**State Of OregonCounty Of KlamathOn 08/01/2012 Before me, Jennifer Miller  
Robert L. Damon  
date name and title of officerpersonally appeared Robert L. Damon  
name of signer☐ personally known to me -OR-☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.**Capacity Claimed by Signer**☐ Individual  
☐ Corporate Officer☐ Limited Partner  
☐ General Partner  
☐ Attorney-In-Fact  
☐ Trustee  
☐ Guardian/Conservator  
☒ Other:**OFFICIAL SEAL**  
**JENNIFER RENEE MILLER**  
**NOTARY PUBLIC - OREGON**  
**COMMISSION NO. 467987**  
**MY COMMISSION EXPIRES APRIL 29, 2016**

Witness my hand and official seal

Notary Public Jennifer Miller**Signer is Representing**NWFGS - Robert L. Damon

Name of person(s) or entity(ies)

**All Purpose Acknowledgement**State Of OregonCounty Of KlamathOn 7/30/12 Before me, Mitchell K Stokes  
date name and title of officerpersonally appeared George W. Chin  
name of signer☐ personally known to me -OR-☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.**Capacity Claimed by Signer**☐ Individual  
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☐ General Partner  
☐ Attorney-In-Fact  
☒ Trustee  
☐ Guardian/Conservator  
☐ Other:**OFFICIAL SEAL**  
**MITCHELL K STOKES**  
**NOTARY PUBLIC - OREGON**  
**COMMISSION NO. 456205**  
**MY COMMISSION EXPIRES MARCH 19, 2015**

Witness my hand and official seal

Notary Public Mitchell K Stokes**Signer is Representing**George W. Chin 2011 Trust

Name of person(s) or entity(ies)

**All Purpose Acknowledgement**

State Of MINNESOTA

**Capacity Claimed by Signer**

County Of ANOKA

- ☐ Individual  
☐ Corporate Officer

On 8/14/12 Before me, Kathleen M. Fragle  
date name and title of officer

Leasing Services Specialist III  
title

personally appeared Tanya Simmer  
name of signer

☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

- ☐ Limited Partner  
☐ General Partner  
☐ Attorney-In-Fact  
☐ Trustee  
☐ Guardian/Conservator  
☐ Other:



Witness my hand and official seal

Notary Public Kathleen M. Fragle

**Signer is Representing**

Farm Credit Leasing  
Sarnen Corporation  
Name of person(s) or entity(ies)

## **Exhibit A**

### **Description of the Facility**

One (1) 2012 51' x 247' Potato Storage including all attachments, components and accessories including, but not limited to: internal fan house, center air plenum split into two zones, two (2) sets of stairs, electrical and storage control room, galvanized fan house framing, two (2) 16'x10"x14' all metal swinging door with swinging bulkhead doors, two (2) 30'x3"x14' all metal swinging door with swinging bulkhead doors and walk doors, ten (10) 3'x6'8" G90 galvanized walk doors, two (2) stairway access door, two (2) air bypass door, air system and composite slide gates, four (4) fan 54" 25HP 1150 RPM 3 Phase 6-9WR, four (4) inverter 25 HP 230V V1000-YASK, two (2) T-DR Comp 58.5"x24" W/HT, two (2) kit directed-connect linkage, two (2) actuator 36" IVI switch, two (2) T-Door flashing, two (2) T-DR Comp 58.5"x24" WO/HT, two (2) kit directed-connect linkage, two (2) actuator 36" IVI w/switch, two (2) T-Door Flashing, two (2) T-DR COMP 79"x72" W/O HT, two (2) kit, direct-connect, linkage, two (2) Actuator 36" IVI w/switch, two (2) T-Door flashing, two (2) power supply electra-vac unit, two (2) Humidicell 16'wx12'h 18" MEDIA, four (4) Humidifier M-30C 3PH, four (4) starter SAG 12 3PH, four (4) exhaust louver 99-3/8x84 (253cmx213.5cm, two hundred thirty-two (232) light block for exhaust louvers, two (2) centurion control panel, two (2) backup ups for control panel, one (1) Aspirator, solar shield w/SNSR, two (2) package, install F/Panel, two (2) RH Sensor duct w/Bracket, one (1) heatcraft condenser unit potato- IV250, two (2) coil 100 SQ FT, two (2) refrigeration coil drain pans, two (2) refrigeration install package 100 SQ FT POT, two (2) mechanical refrigeration controller 1 CMPR 3-4 STG.

## **Exhibit B**

### **Legal Description of the Property**

**The Real property in the City of Klamath Falls, County of Klamath, State of Oregon, described as follows:**

The S 1/2 of the N 1/2 and the NE 1/4 of the NE 1/4 in Section 29, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, Except those portions of the NE 1/4 NE 1/4 lying North and East of The Dalles-California Highway, lying within Chin Road, lying within the right of way of The Dalles-California Highway, and lying within the Southern Pacific Railroad right of way.

APN: R99624 and R-4010-02900-00300-000

With the facility located on the property as follows:

NW – corner

42 degrees 03.896 minutes N

121 degrees 39.631 minutes W

SW – corner

42 degrees 03.868 minutes N

121 degrees 39.593 minutes W

SE – corner

42 degrees 03.883 minutes N

121 degrees 39.571 minutes W

NE – corner

42 degrees 03.912 minutes N

121 degrees 39.610 minutes W