

2014-006869

Klamath County, Oregon



00155376201400068690050051

06/30/2014 08:50:07 AM

Fee: \$62.00

**After recording, return to:**

Oregon Conference of Seventh-day Adventists  
Attn: Toni Woods/Herald Follett  
19800 Oatfield Rd.  
Gladstone, OR 97027

**Lessor:**

Oregon Conference Adventist Churches  
19800 Oatfield Rd.  
Gladstone OR 97027

**Lessee:**

Oregon Conference of Seventh-day Adventists  
Attn: Klamath Falls SDA Church  
19800 Oatfield Rd  
Gladstone OR 97027

**Until requested otherwise, send all tax  
statements to: No change**

**LEASE AGREEMENT**

THIS LEASE (this "*Lease*") is entered into as of June 2/3, 2014 (the "*Effective Date*"), by and between the OREGON CONFERENCE ADVENTIST CHURCHES, an Oregon non-profit corporation ("*Lessor*") and the OREGON CONFERENCE OF SEVENTH-DAY ADVENTISTS, an Oregon non-profit corporation ("*Lessee*").

**LEASED PREMISES**

1. The Lessor hereby leases to Lessee and the Lessee hereby leases from Lessor the property located in the city of Klamath Falls, Oregon, being more particularly described by the legal description on Exhibit A attached hereto and made a part hereof (hereinafter called the "*Leased Property*"). The Lessor covenants and warrants to the Lessee that it is the fee simple owner of the Leased Property.

**TERM**

2. The initial term of this Lease (the "*Lease Term*") shall be twenty (20) years commencing on the date (the "*Effective Date*") of this Lease Agreement.
3. Lessor hereby grants to Lessee the right to renew the term of this Lease for an additional twenty (20) years ("*Renewal Term*"), subject to all the same terms and conditions contained herein. Lessee's option to renew shall be exercised by Lessee's giving to Lessor notice in writing of such exercise within one hundred eighty (180) days prior to the expiration of the Lease Term. Lessee shall occupy the Property during the Renewal Term under the same terms and conditions as specified in the Lease.

**CONSIDERATION**

4. Lessee shall pay all real and personal property taxes on the Leased Property when they come due, and provide Lessor confirmation, and/or will file for property tax exemption as a non-profit organization, and provide Lessor confirmation of the status of the exemption.

5. Lessee shall maintain the property in good repair at all times during the Lease term, and may make such capital improvements on the property as Lessee determines desirable, at the expense of the Lessee.
6. Lessee shall pay all other expenses related to this property, including insurance, utilities, fees or other assessments that may be levied on the property by reason of Lessee's use thereof.

#### USE

7. The Leased Property may only be used for the development, construction and/or use of the existing buildings thereon, for the Klamath Falls Seventh-day Adventist Church, and all activities related to its mission of advancing the Seventh-day Adventist faith under the control and direction of the Oregon Conference of Seventh-day Adventists, consistent with the policies and guidelines of the Seventh-day Adventist Church denominational organization (the "Permitted Use").

#### TERMINATION

8. This Lease Agreement may be terminated prior to the expiration of the Lease Term only on the mutual written agreement and consent of both parties.

IN WITNESS THEREOF, the parties have executed this Lease Agreement on this 24th day of June, 2014.

#### **Oregon Conference Adventist Churches**

By: David Allen  
David Allen, Vice President

By: Brian C. Gosney  
Brian C. Gosney, Associate Treasurer

#### **Oregon Conference of Seventh-day Adventists**

By: Al Reimche  
Al Reimche, President

By: Leslie A. Cairns  
Leslie A. Cairns, Associate Secretary

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) ss.  
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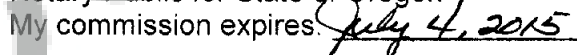
WITNESS my hand and official seal hereto affixed this 25<sup>th</sup> of June, 2014.



) ss.

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WITNESS my hand and official seal hereto affixed this 25<sup>th</sup> of June, 2014.

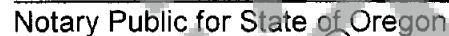


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) SS.

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WITNESS my hand and official seal hereto affixed this 25<sup>th</sup> of June, 2014.



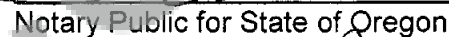
My commission expires: July 4, 2015

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SS.

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WITNESS my hand and official seal hereto affixed this 25<sup>th</sup> of June, 2014.



My commission expires: July 4, 2015

## EXHIBIT A

### PARCEL 1:

Beginning at a point on the Northerly line of Main Street which is South  $89^{\circ}18'$  East 3.3 feet from the Southeast corner of Lot 8 in Block 5, WILLIAMS ADDITION to the City of Klamath Falls, Oregon; thence North  $0^{\circ}42'$  East 129.45 feet; thence South  $89^{\circ}18'$  East 100 feet; thence South  $0^{\circ}42'$  West 129.45 feet; thence North  $89^{\circ}18'$  West along the Northerly line of Main Street 100 feet to the point of beginning.

### ALSO

Beginning at an iron pipe at the Southeast corner of Block 57 SECOND HOT SPRINGS ADDITION; thence East along the Northerly line of Main Street 380 feet and North at right angles to Main Street 129.45 feet to the point of beginning; thence North at right angles to Main Street 30.07 feet; thence Easterly parallel with Main Street 103.3 feet; thence South at right angles to Main Street 30.07 feet; thence West parallel with Main Street 103.0 feet to the point of beginning.

### PARCEL 2:

Lots 5 through 8, inclusive, Block 5, WILLIAMS ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

### ALSO

A strip of land fronting 3.3 feet on Main Street adjoining Lot 8, Block 5, WILLIAMS ADDITION to the City of Klamath Falls, Oregon more particularly described as follows: Commencing at the Southeast corner of Lot 8, Block 5, WILLIAMS ADDITION to the City of Klamath Falls, Oregon; thence along the Easterly line of said Block 5, North  $0^{\circ}42'$  East a distance of 119.62 feet to the Northeast corner of said Lot 8, Block 5; thence parallel with Main Street in said addition South  $89^{\circ}18'$  East 3.3 feet to a point; thence South  $0^{\circ}42'$  West parallel to East line of said Lot 8 a distance of 199.62 feet to the Northerly line of Main Street; thence North  $89^{\circ}18'$  East along the Northerly line of Main Street 3.3 feet to the point of beginning.