

2018-000594

Klamath County, Oregon

01/16/2018 04:03:01 PM

Fee: \$62.00

After recording return to:

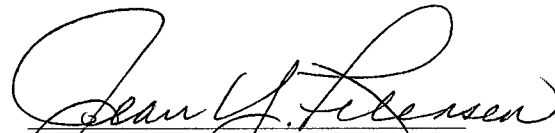
Bonnie McCoy
Les Schwab Tire Centers
PO Box 5350
Bend, OR 97708

MEMORANDUM OF LEASE AND OPTION

Notice is hereby given that Les Schwab Tire Centers of Portland, Inc., (Schwab), has a leasehold interest in, and an option to purchase, that real property described on Exhibit A attached hereto pursuant to a Parking Lot Lease dated January 1, 2018, between Walter M and Jean Y Petersen, Lessor, and Schwab, Tenant.

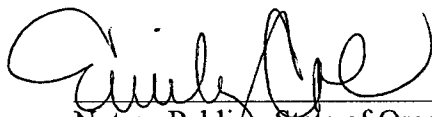
DATED: January 8, 2018.

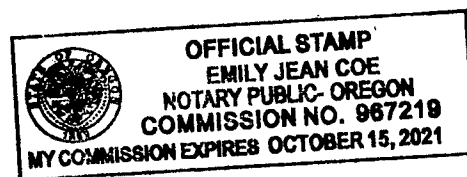

Walter M. Petersen


Jean Y. Petersen

STATE OF OREGON)
)
County of Klamath) ss.

This instrument was acknowledged before me on January 8, 2018, by Walter M. Petersen and Jean Y. Petersen.


Notary Public - State of Oregon



NWRECLS-038
First American Title Accommodation
Recording Assumes No Liability

PARKING LOT LEASE

PARTIES:

Les Schwab Tire Centers of Portland, Inc.
20900 Cooley Road, Bend, OR 97701
PO Box 5350, Bend, OR 97708
541-41656295515

("Tenant")

Walter M & Jean Y Petersen
240 Southshore Lane
Klamath Falls, OR 97601
541-882-1889

("Lessor")

AGREEMENTS:

1. **PREMISES.** Lessor hereby leases to Tenant 5636 Miller, AVE., Klamath Falls, OR 97603, described as ("Leased Premises") and diagramed on the attached Exhibit A.
2. **TERM.** This Lease shall commence on January 1, 2018, and terminate on December 31, 2023 ("Initial Term"). Tenant shall have one option to extend the term of the Lease ("Extension Term") from January 1, 2024, through December 31, 2028. Tenant must exercise this option in writing to be received by Lessor no less than thirty (30) days prior to the end of the initial term.
3. **RENT.** Tenant shall pay Lessor monthly rent in the amount of \$250.00. Rent is due and payable on or prior to the first business day of the calendar month. Monthly rent for the Extension Term, if exercised, shall be \$280.
4. **PURPOSE.** Tenant may use and occupy the Leased Premises solely for parking of vehicles, materials and equipment. Tenant represents and warrants that its use of the Leased Premises will be in compliance with all applicable laws.
5. **UTILITIES.** Lessor shall furnish no utilities or services to the Leased Premises.
6. **REPAIRS AND MAINTENANCE.** Any damage caused by Tenant to the Leased Premises, other than ordinary wear and tear, shall be promptly repaired by Tenant at Tenant's sole cost and expense.
7. **INJURY TO PROPERTY OR PERSON.** Tenant is responsible for any damage or injury to property or person resulting from its use of the Leased Premises, or the activities of Tenant and Tenant's agents or employees thereon, or any independent contractor hired by Tenant, or person upon the Leased Premises with the express or implied consent of Tenant. Tenant shall defend, indemnify and save Lessor harmless from any loss, damage, claim or demand arising out of such activities. Tenant participates in a program of self insurance as a member of the Les Schwab business enterprise and as such does not maintain a liability insurance policy. This fact shall not act to diminish in any manner Tenant's obligation to indemnify and defend Lessor from any loss hereunder.
8. **PROPERTY DAMAGE INSURANCE.** Tenant shall be responsible, at Tenant's expense, for insuring all personal property of Tenant's located upon the Leased Premises. Lessor shall be responsible, at its choosing, for insuring its real property.

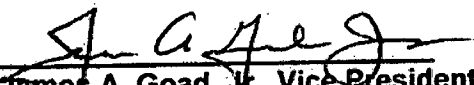
9. **LEGAL PROCEEDINGS.** In the event any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Lease, the prevailing party in such proceeding shall be entitled to recover a reasonable attorney's fee in such proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law.
10. **IMPROVEMENTS.** At Tenant's sole discretion, Tenant may install improvements of fencing, gravel, and paving to the Premises at Tenant's expense. Tenant shall be responsible for maintaining Tenant installed improvements. All other improvements must be approved in writing by Lessor prior to installation.
11. **INCREASE IN PROPERTY TAXES.** Tenant shall pay any increase in property taxes attributable to improvements made by Tenant within ten (10) calendar days of Lessor's notice to Tenant.
12. **OPTION TO PURCHASE.** At any time during the Initial Term of this Lease Tenant may purchase the Premises for \$125,000. At any time during the Extension Term, provided that Tenant has exercised the Extension Term, if Lessor receives a bona fide offer to purchase the Premises it shall provide written notice of such offer, including the offer itself, to Tenant and Tenant shall thereafter have thirty (30) calendar days from receipt of such notice within which to elect to purchase the Premises upon the same terms of such offer or upon more beneficial terms to Lessor.

If Tenant exercises its right to purchase the Premises, Lessor shall deliver the Premises to Tenant free and clear of all monetary encumbrances and from all encroachments not approved by Tenant. The parties shall pay all closing costs for such transaction according to local custom. If Lessor for any reason cannot deliver the Premises to Tenant free and clear of all monetary encumbrances and from all encroachments not approved by Tenant, Tenant's sole remedy shall be to rescind its purchase of the Premises.

DATED to be effective January 1, 2018.

TENANT:

LES SCHWAB TIRE CENTERS OF PORTLAND, INC.

By: 
James A. Goad, Jr., Vice President

LESSOR:


Walter M. Petersen

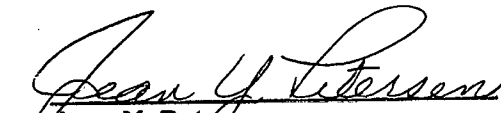
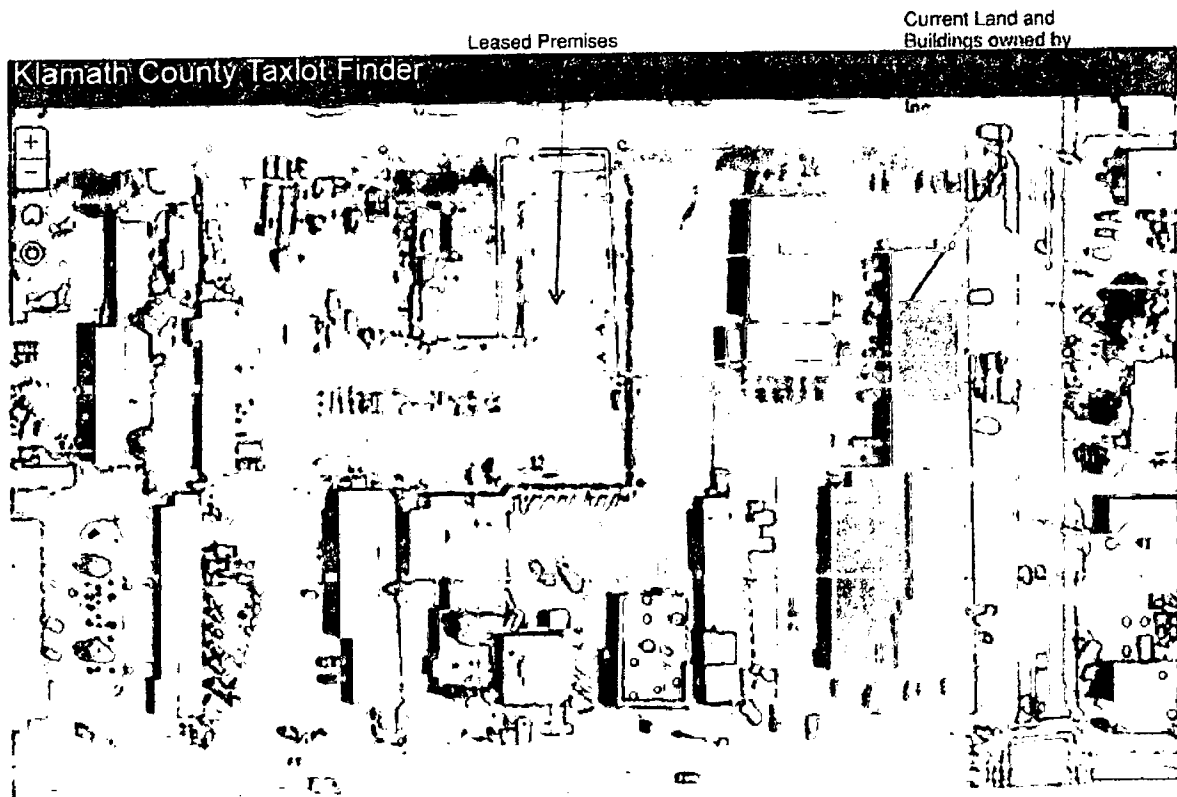

Jean Y. Petersen

Exhibit A



**TAXLOT OWNER: PETERSEN
WALTER M & JEAN Y**

MAP TAX LOT R-3909-002AD-
07100-000

OWNER NAME PETERSEN WALTER M
& JEAN Y

OWNER ADDR1 240 SOUTHSORE
LANE

OWNER ADDR2

OWNER ADDR3

OWNER CS7 KLAMATH FALLS, OR
97601

SITE ADDRESS 5636 MILLER AVE

SITE City State KLAMATH FALLS, OR
Zip 97603

ACREAGE N/A

Zoom to