



11/04/2021 01:26:17 PM

Fee: \$97.00

MEMORANDUM OF LEASE

Recording requested and
when recorded return to:

Brent S. Kinkade
Karnopp Petersen LLP
360 SW Bond Street, Suite 400
Bend, Oregon 97702

DATED

EFFECTIVE: October 12, 2021

BETWEEN: K & J WILSON, LLC, an Oregon limited liability company ("Lessor")
660 Forest Ridge Drive
Medford, OR 97504

AND: SANDRA L. HOUSE, as Trustee of the Sandra L. House ("Lessee")
Revocable Living Trust U/T/A dated November 5, 2019

A. Lessor and Lessee are parties to an Amended Lease Agreement dated August 31, 1984 (which amended an original lease dated January 10, 1976, as amended May 10, 1978), and which was itself later amended June 30, 1995, December 15, 1998, January 1, 2020, and effective October 12, 2021 (collectively, the "Amended Lease Agreement"). The Amended Lease Agreement pertains to a portion of the real property described on Exhibit A.

B. Lessor is the successor in interest to the original Lessor under the Amended Lease Agreement, namely SWAN LAKE MOULDING COMPANY, an Oregon corporation.

C. Lessee is the successor in interest to the original Lessees of the Amended Lease Agreement, namely Jesse H. House, Mary House, and Ronald House, all deceased (the "Original Lessees").

D. The term of the Amended Lease Agreement has been reduced so as to change the termination date to October 12, 2021.



EXHIBIT "A"

AMENDED LEASE AGREEMENT

Description of real property in Klamath County, Oregon owned by Lessor:

Parcels of land in the NW1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

PARCEL 1: Starting at the Northwest corner of Section 3, Township 39 South, Range 9, E.W.M., and running thence South $0^{\circ}00'1/2''$ East along the Westerly boundary of Section 3, 977.8 feet, more or less, to its intersection with a line parallel with and 50 feet distant at right angles Southwesterly from the center line of the Dalles-California State Highway, also known as South Sixth Street as the same is now located and constructed; thence South $55^{\circ}52'1/2''$ East along said parallel line 2382.07 feet; thence at right angles to South Sixth Street South $34^{\circ}07'1/2''$ West 58 feet to Point A, the true beginning point of this description from which a cross chiseled in the sidewalk bears North $34^{\circ}07'1/2''$ East 70 feet; thence South $55^{\circ}52'1/2''$ East parallel to South Sixth Street 50.00 feet to Point B; thence South $34^{\circ}07'1/2''$ West 86.09 feet to Point C; thence North $66^{\circ}57'1/2''$ West 50.95 feet to Point D; thence North $34^{\circ}07'1/2''$ East 95.89 feet to the point of beginning.

PARCEL 2: Beginning at said Point A; thence South $55^{\circ}52'1/2''$ East 50 feet; thence North $34^{\circ}07'1/2''$ East 68 feet to the South line of South Sixth Street; thence North $55^{\circ}52'1/2''$ West 50 feet; thence South $34^{\circ}07'1/2''$ West 68 feet to the place of beginning.

PARCEL 3: Beginning at said Point B; thence South $55^{\circ}52'1/2''$ East 50 feet; thence North $34^{\circ}07'1/2''$ East 68 feet to the South line of South Sixth Street; thence North $55^{\circ}52'1/2''$ West 50 feet; thence South $34^{\circ}07'1/2''$ West 68 feet to the point of beginning.

PARCEL 4: Beginning at said Point B; thence South $55^{\circ}52'1/2''$ East 50 feet; thence South $34^{\circ}07'1/2''$ West 76.29 feet; thence North $66^{\circ}57'1/2''$ West 50.95 feet; thence North $34^{\circ}07'1/2''$ East 86.09 feet to the point of beginning.

PARCEL 5: Beginning at said Point D; thence South $66^{\circ}57'1/2''$ East 101.9 feet; thence South $34^{\circ}07'1/2''$ West 30.57 feet; thence North $66^{\circ}57'1/2''$ West 101.9 feet; thence North $34^{\circ}07'1/2''$ East 30.57 feet to the aforementioned Point D.



4. **Signatures.** This Amendment may be signed in counterparts. An electronic transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm an electronically-transmitted signature page by delivering an original signature page to the requesting party.

5. **No Further Amendment.** Except as modified by this Amendment, the Amended Lease Agreement shall remain in full force and effect.

6. **Authority.** Each party signing this Amendment in a responsible capacity warrants and represents that he or she has been duly authorized to do so.

7. **Further Assurances.** Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, in order to carry out the intent and accomplish the purposes of this Amendment.

8. **Attorney Fees.** If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Amendment, to rescind this Amendment, or otherwise with respect to the subject matter of this Amendment, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in preparation or in prosecution or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

9. **Representation.** Lessee acknowledges that the law firm of Karnopp Petersen LLP represents Lessor only with respect to this Amendment and Lessee has had the opportunity to obtain independent counsel.

Dated effective: October 12, 2021

"Lessor"

**K & J WILSON, LLC, an Oregon
limited liability company**

By: Kelly D. Wilson
KELLY D. WILSON, Manager

By: Joyce A. Wilson
JOYCE A. WILSON, Manager

"Lessee"

**Sandra L. House Revocable Living
Trust U/T/A dated November 5, 2019**

By: Sandra L. House Trustee
SANDRA L. HOUSE, Trustee

E. This Memorandum of Lease is intended to supersede that Memorandum of Lease dated effective July 1, 2020, which was recorded on September 9, 2020, as Instrument No. 2020-011336 in the real property records of Klamath County, Oregon.

IN WITNESS WHEREOF, the parties have caused this memorandum to be executed effective as of the day and year first above written.

"Lessor"

K & J WILSON, LLC, an Oregon limited liability company

Kelly D. Wilson
KELLY D. WILSON, Manager

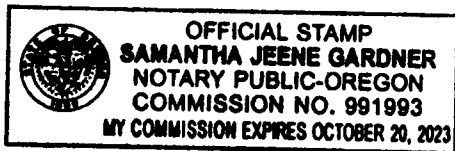
"Lessee"

**Sandra L. House Revocable Living Trust
U/T/A dated November 5, 2019**

Sandra L House Trustee
SANDRA L. HOUSE, Trustee

STATE OF Washington }
OREGON } ss.
County of Clatsop

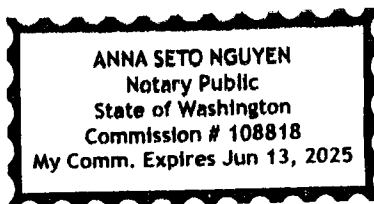
The foregoing instrument was acknowledged before me this 4 day of November, 2021, by KELLY D. WILSON.



Samantha Gardner
NOTARY PUBLIC FOR OREGON

STATE OF Washington }
County of Clatsop } ss.

The foregoing instrument was acknowledged before me this 27 day of October, 2021, by SANDRA L. HOUSE.



Anna Seto Nguyen
NOTARY PUBLIC FOR Washington

