



2022-000818

Klamath County, Oregon

01/20/2022 02:38:01 PM

Fee: \$102.00

After recording return to:
ROGUE RIVER HOLDINGS LLC
Attn: Managing Director
24941 Dana Point Harbor Dr. Suite C-220
Dana Point, CA, 92629

AMENDMENT TO MEMORANDUM OF OPTION AGREEMENT

Denise M. Rajnus
This Amendment to Memorandum of Option Agreement (the "**Amendment**"), is entered into effective ~~December~~, 2021^{*}, by and between **RICHARD V. RAJNUS and DENISE M. PAULSEN** WATA Richard V. Rajnus and Denise M. Rajnus jointly as tenants by the entirety ("**Owner**"), and **Rogue River Holdings, LLC**, a Delaware limited liability company ("**Company**"), with respect to that certain Memorandum of Option Agreement, dated October 17th, 2017, between Company and Owner and recorded in the land records of Klamath County at 2018-000255 (the "**Memorandum**").

The parties have amended to the Option Agreement dated October 17th, 2017, wherein Owner granted to Company the sole and exclusive option to purchase the property described in Exhibit A, effective as of ~~December~~, 2021^{*} (collectively, as amended the "**Option**"). The term of the Option has been extended, and will expire at 11:59 p.m. on January 31st, 2022, or on such later date if extended by the Parties in accordance with the Option Agreement, as Amended.

This Amendment is being executed and recorded in the Official Records of Klamath County, Oregon, to give notice of the provisions of the Option and will not be deemed or construed to define, limit, or modify the Option in any manner.

[Signature Pages Follow]

x Jan 3 2022

Executed as of this 3 day of Jan 2022
~~December, 2021.~~

"Owner"

Draze
Richard V. Rajnus and Denise M. Paulsen
WATA Richard V. Rajnus and Denise M.
Rajnus

"Company"

ROGUE RIVER HOLDINGS LLC, a
Delaware limited liability company

[Signature]
Richard V. Rajnus

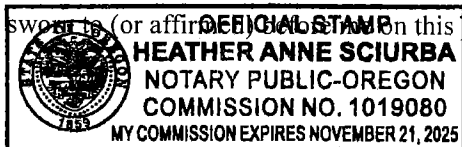
[Signature]
Denise M. Paulsen

By: Mark Milius

Its: Managing Director

STATE OF OREGON)
COUNTY OF Klamath)

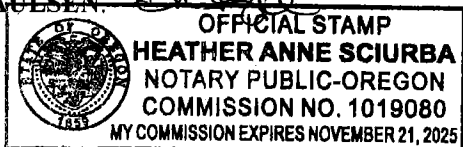
Signed and sworn to (or affirmed) before me on this 3 day of Jan 2022, by **HEATHER ANNE SCIURBA**,
RAJNUS.



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: Nov. 21 2025

STATE OF OREGON)
COUNTY OF Klamath)

Signed and sworn to (or affirmed) before me on this 3 day of Jan 2022, by **DENISE M. PAULSEN.**



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: Nov 21 2025

STATE OF _____)
COUNTY OF _____)

Signed and sworn to (or affirmed) before me on this ____ day of December, 2021, by **MARK MILIUS**, in their capacity as a duly authorized representative and on behalf of **ROGUE RIVER HOLDINGS LLC.**

NOTARY PUBLIC FOR _____
My Commission Expires: _____

Exhibit A

10 Jan 2022
Executed as of this 31st day of December, 2021.

"Owner"

Richard V. Rajnus and Denise M. Paulsen
WATA Richard V. Rajnus and Denise M.
Rajnus

Richard V. Rajnus

Denise M. Paulsen

"Company"

ROGUE RIVER HOLDINGS LLC a
Delaware limited liability company

By: Mark Milius

Its: Managing Director

STATE OF OREGON)
COUNTY OF _____)

Signed and sworn to (or affirmed) before me on this ____ day of December, 2021, by **RIC HAD V. RAJNUS**.

NOTARY PUBLIC FOR OREGON
My Commission Expires:

STATE OF OREGON)
COUNTY OF _____)

Signed and sworn to (or affirmed) before me on this ____ day of December, 2021, by **DENISE M. PAULSEN**.

NOTARY PUBLIC FOR OREGON
My Commission Expires:

STATE OF _____)
COUNTY OF _____)

attached ck
Signed and sworn to (or affirmed) before me on this ____ day of December, 2021, by **MARK MILIUS**, in their capacity as a duly authorized representative and on behalf of **ROGUE RIVER HOLDINGS LLC**

NOTARY PUBLIC FOR _____
My Commission Expires:

Exhibit A

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

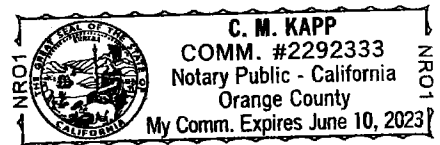
On Jan. 10, 2022 before me, C.M. Kapp, Notary Public
(here insert name and title of the officer)

personally appeared Mark Milius

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____ Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

Legal Description of Property

Remainder of Parcel ID R110365

Those portions of Government Lots 3 and 6, Section 16, Township 41 South, Range 12 East, of the Willamette Meridian, Klamath County, Oregon, lying North of the Merrill-Malin Highway;

EXCEPTING THEREFROM that portion conveyed to Pacific Power & Light Company by Instrument recorded in Deed Volume 67, page 224, Deed records of Klamath County, Oregon;

ALSO EXCEPTING the following described parcel: Beginning at the Northeast corner of above described parcel; thence South 425 feet; thence West 600 feet; thence North 425 feet; and thence East 600 feet to the point of beginning.

AND ALSO EXCEPTING that portion conveyed to United States of America by Warranty Deed recorded November 14, 1991, in Volume M91, page 23879, Deed records of Klamath County, Oregon.

AND ALSO EXCEPTING that portion conveyed to Klamath County, Oregon by Deed recorded on July 23, 1912, in Volume 37, page 478, Deed records of Klamath County, Oregon (Merrill-Malin Highway and Drazil Road).

AND ALSO EXCEPTING that portion of Government Lots 3 and 6, Section 16, Township 41 South, Range 12 East of the Willamette meridian, Klamath County, Oregon, described as follows.

Beginning at the northwest corner of that certain parcel of land described in that Warranty Deed to the California Oregon Power Company, recorded on July 6, 1925, in Book 67, Page 224, Deed Records of Klamath County, Oregon, monumented with a 5/8" rebar capped "Truline", from which the North 1/4 Corner of said Section 16 bears North 01°13'32" West, 2528.61 feet distant (North 01°25' West, 2519.0 feet by record);

Thence North 00°14'53" East, 49.33 feet;

Thence South 89°48'28" East, 148.67 feet;

Thence South 00°18'13" West, 149.33 feet, more or less, to a point on the accepted and monumented northerly right-of-way line of State Route 50 (Klamath Falls-Malin highway);

Thence along said northerly right-of-way line, North 89°49'01" West, 48.67 feet to the southeast corner of said Warranty Deed parcel, monumented with a 5/8" rebar capped "Truline";

Thence departing said northerly right-of-way line, along the easterly line of said Warranty Deed parcel, North 00°18'13" East, 100.23 feet (North 0°47' West, 100.0 feet by record) to the northeast corner of said Warranty Deed parcel, monumented with a 5/8" rebar capped "Truline";

Thence along the northerly line of said Warranty Deed parcel, North 89°48'28" West, 100.19 feet (South 89°13' West, 100.0 feet, more or less, by record) to the Point of Beginning.

Containing 21.76 acres, more or less.