

AFTER RECORDING, RETURN TO:

The Gaylord Family Trust
P.O. Box 362
La Grange, CA 95329

2023-002879

Klamath County, Oregon

04/18/2023 02:12:01 PM

Fee: \$107.00

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") dated April 17, 2023, is between BK Ranch LLC, an Oregon limited liability company as successor in interest to Lillian M. Hill as Trustee of the Lillian M. Hill Trust U.T.A.D. September 14, 2005, and Lillian M. Hill as Trustee of Trust "B" of the William V. Hill, Sr. and Lillian M. Hill Trust dated July 15, 1991 ("Assignor") and Theodore Scott Gaylord and Sheri Lynn Gaylord, Trustees of the Gaylord Family Trust, dated July 26, 2004 ("Assignee").

The consideration for this assignment is \$0.00 and other valuable consideration given by Assignee, for Assignee's contemporaneous purchase of associated real property from Assignor.

A. Assignor is the Landlord under the lease described at Exhibit "A" attached hereto and incorporated herein by this reference (the "Lease").

B. Assignor and Assignee have entered into a Purchase and Sale Agreement dated February 13, 2023 (the "Agreement"), under which Assignee agreed to purchase the real property described at Exhibit "B" attached hereto and incorporated herein by this reference (the "Property") from Assignor and Assignor agreed to sell the Property to Assignee, on the terms and conditions contained therein.

C. Therefore, Assignor desires to assign all of its right, title and interest as Landlord under the Lease to Assignee, and Assignee desires to accept the assignment thereof, on the terms and conditions set forth below.

ACCORDINGLY, the parties hereto agree as follows:

1. As of the date on which the Property is conveyed to Assignee under the Agreement (the "Conveyance Date"), Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Lease.

2. Upon the purchase of the Property by Assignee and the recording of the Deed for the purchase of the Property from Assignor to Assignee, Assignor as Landlord under the Lease shall be relieved of all liabilities and obligations under the Lease and Assignee shall assume any and all obligations of Landlord under the Lease and hold Assignor harmless therefrom.

3. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party must pay the prevailing party's costs and expenses

of the dispute, including, without limitation, reasonable attorney fees and costs incurred at or in preparation for discovery (including depositions), arbitration, trial, appeal, and review.

4. This Assignment is binding on and inures to the benefit of the parties hereto and their respective successors and assigns.

Assignor and Assignee have executed this Agreement as of the day and year first written above.

ASSIGNOR:

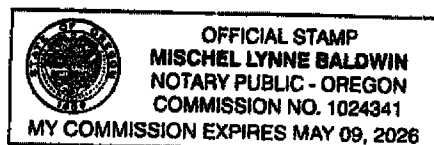
BK RANCH LLC

Kellie D. Hill, Member
Kellie D. Hill, Member and Authorized
Signer

Dustin D. Hill, Member
Dustin D. Hill, Member and Authorized
Signer

STATE OF OREGON)
County of Wasco) ss.

On this 17th day of April, 2023, personally appeared before me the above named Kellie D. Hill, Member and Authorized Signer for BK Ranch LLC, and acknowledged the foregoing instrument to be her voluntary act and deed.



Michæl Lynne Baldwin
Notary Public for Oregon
My Commission Expires: May 9, 2026

STATE OF OREGON)
County of Wasco) ss.

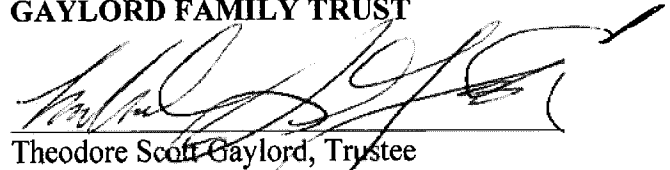
On this 17th day of April, 2023, personally appeared before me the above named Dustin D. Hill, Member and Authorized Signer for BK Ranch LLC, and acknowledged the foregoing instrument to be his voluntary act and deed.

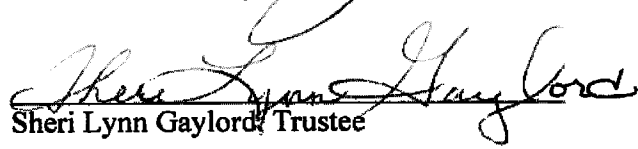


Michæl Lynne Baldwin
Notary Public for Oregon
My Commission Expires: May 9, 2026

ASSIGNEE:

GAYLORD FAMILY TRUST


Theodore Scott Gaylord, Trustee


Sheri Lynn Gaylord, Trustee

STATE OF OREGON)
) ss.
County of _____)

On _____, 2023, personally appeared before me the above named Theodore Scott Gaylord, Trustee, and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

On _____, 2023, personally appeared before me the above named Sheri Lynn Gaylord, Trustee, and acknowledged the foregoing instrument to be her voluntary act and deed.

Notary Public for Oregon
My Commission Expires: _____

See attached

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.

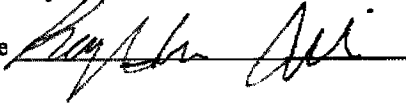
State of California)
County of Merced)

On April 17th 2023 before me, Kaytlyn Collin, a notary public, personally appeared Theodore Scott Gaylord, 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



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 Merced)

On April 17th 2023 before me, Kaytlyn Collin, a notary public, personally appeared Sheri Lynn Gaylord, 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

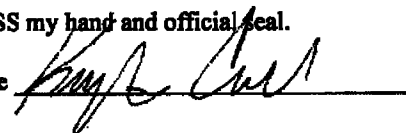


EXHIBIT A

Site Lease Agreement entered into January 9, 1996 between William V. Hill, Sr. and Lillian M. Hill, Co-Trustees of the William V. Hill, Sr. and Lillian M. Hill Trust, dated July 15, 1992 and their successor as Landlord and Central Oregon Cellular, Inc., an Oregon Corporation as Tenant; with the First Amendment to Site Lease Agreement dated March 5, 1996; and a Second Amendment to Site Lease Agreement dated September 11, 2009 between RCC Atlantic, Inc. d/b/a Verizon Wireless as the successor Tenant and Lillian M. Hill, and her successors as trustee of the Lillian M. Hill Trust U.T.A.D. September 14, 2005 and Lillian M. Hill and her successors as Trustee of Trust B of the William V. Hill, Sr. and Lillian M. Hill Trust dated July 15, 1991 as Landlord.

EXHIBIT "B"
LEGAL DESCRIPTION

Parcel One

The following described real property situated in Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows

Section 10: ALL

Section 15: ALL EXCEPT portion conveyed to Klamath County, Oregon by Deed recorded in Volume 288, page 189

Section 20: E 1/2 NE 1/4, that portion of SE 1/4 SE 1/4 lying Northeasterly of Sprague River

Section 21: E 1/2 NW 1/4, E 1/2, W 1/2 NW 1/4, SW 1/4

Section 22: ALL

Section 23: ALL EXCEPT the following described portion thereof,

Beginning at a point 100 feet West of the Southeast corner of SW 1/4 SE 1/4 of said Section 23, thence North 200 feet, thence West 200 feet, thence South 200 feet, thence East 200 feet to the place of beginning, and ALSO EXCEPTING portion conveyed to Klamath County, Oregon, by deed recorded in Volume 288 at page 189

Section 28: Beginning at the Northeast corner of said Section 28, thence West on the North line of said Section 28, 160 rods to the Northwest corner of the NE 1/4 of Section 28, thence South on the West line of said NE 1/4 of Section 28, 120 feet, thence in a Northeasterly direction in a straight line to a point on the East line of said Section 28, 86 feet South of the place of beginning, thence North on the East line of said Section 28 to the place of beginning

That portion of the NW 1/4 NW 1/4 lying Northerly of Sprague River and Northwesterly of the BK Canal

Parcel Two

N 1/2 S 1/2 NE 1/4 NE 1/4 of Section 9, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPT those portion lying within County road right of ways