2023-004121

Klamath County, Oregon

05/31/2023 10:46:01 AM

Fee: \$112.00

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RECORDING COVER SHEET (Please print or type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument. ORS 205.234

Recording Office After recording return to: ORS 205.234(1)(c) Duane Martin Ranches, L.P. 2021 Hwy 88 Ione, CA 95640 1. Title(s) of the transaction(s) ORS 205.234(1)(a) Memorandum of Option 2. Direct party(ies) / grantor(s) Name(s) ORS 205.234(1)(b) Robinson Best, LLC 3. Indirect party(ies) / grantee(s) Name(s) ORS 205.234(1)(b) Duane Martin Ranches, L.P. 4. True and actual consideration: 5. Send tax statements to: ORS 205.234(1)(e) ORS 205,234(1) Amount in dollars or other \$ 100 No change Other: 7. The amount of the monetary obligation imposed 6. Satisfaction of lien, order, or warrant: by the lien, order, or warrant: ORS 205.234(1)(f) ORS 205.234(1)(f) FULL PARTIAL \$ 8. Previously recorded document reference: ORS 205.244(2) 9. If this instrument is being re-recorded complete the following statement: "Rerecorded at the request of to correct previously recorded in book and page , or as fee number

MEMORANDUM OF OPTION

This Memorandum of Option is made on May 31, 2023, between ROBINSON BEST, LLC, an Oregon limited liability company (Optionor) and DUANE MARTIN RANCHES, L.P., a California limited partnership (Optionee), who agree as follows:

- 1. Optionor grants to Optionee the option to purchase the real property described in Exhibit "A" (Option Property).
- 2. The term of the option is for a period of five (5) years beginning on May $\underline{\mathcal{S}}$ 1, 2023, and terminating on May $\underline{\mathcal{S}}$ 1, 2028.
- 3. The option that is the subject of this Memorandum of Option is granted in accordance with an option agreement between optionor and optionee concerning the option property and dated May 3\(\frac{1}{2}\), 2023 (Option Agreement). This Memorandum of Option is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of optionor and optionee under the Option Agreement. In the event of any inconsistency between this Memorandum of Option and the Option Agreement, the terms of the Option Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Option Agreement.

Optionor

Robinson Best, LLC, an Oregon limited liability company

By Lee Traynham, Manager

Optionee

Duane Martin Ranches, L.P., a California limited partnership

$By_{_}$	
-	Duane Martin, General Partner
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Dy_	The Market Organism Destroy
	Lisa Hopley, General Partner

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 SAN JOAQUIN
On this day of, 2023, before me,, Notary Public, personally appeared Duane F. Martin, Jr. and Lisa Hopley, 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(ies) 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.
Notary's 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 CAGININ FSCAND
On this 33 day of, 2023, before me,
I certify under penalty of perjury under the laws of the State-of <u>cayman Islanos</u> that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Notary's Signature

Michael Alberga
NOTARY PUBLIC
in and for the Cayman Islands
Commission expires: 31 January 2024

APOSTILLE
(Hague Convention of 5 October 1961 / Convention de La Haye du 5 octobre 1961)

1. Country: The Cayman Islands
This public document

2. has been signed by Michael Alberga
3. acting in the capacity of Notary Public (NP)

4. bears the seal/stamp of Notary Public (NP) Cayman Islands

CERTIFIED

5. at Grand Cayman
6. 25-MAY-2023
7. by K. Stewart for Governor of the Cayman Islands

8. No. MJN196042555
9. Seal/Stamp

10. Signature

MEMORANDUM OF OPTION

This Memorandum of Option is made on May <u>31</u>, 2023, between ROBINSON BEST, LLC, an Oregon limited liability company (Optionor) and DUANE MARTIN RANCHES, L.P., a California limited partnership (Optionee), who agree as follows:

- 1. Optionor grants to Optionee the option to purchase the real property described in Exhibit "A" (Option Property).
- 2. The term of the option is for a period of five (5) years beginning on May 31, 2023, and terminating on May 31, 2028.
- 3. The option that is the subject of this Memorandum of Option is granted in accordance with an option agreement between optionor and optionee concerning the option property and dated May <u>31</u>, 2023 (Option Agreement). This Memorandum of Option is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of optionor and optionee under the Option Agreement. In the event of any inconsistency between this Memorandum of Option and the Option Agreement, the terms of the Option Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Option Agreement.

Optionor

Robinson Best, LLC, an Oregon limited liability company

Зу_	
	Lee Traynham, Manager

Optionee

Duane Martin Ranches, L.P., a California limited partnership

Duane Martin, General Partner

Duane F. Martin, Jr.

Lişa Hopley, General Partner

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 SAN JOAQUIN
On this 22 day of
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.
M. MASKO Notary Public - California San Joaquin County Commission # 2314116 My Comm. Expires Dec 24, 2023 Notary's 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 OFCOUNTY OF
On this day of, 2023, before me,, Notary Public, personally appeared Lee Traynham, 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(ies) upon behalf of which the person(s) acted, executed the instrument.
I certify under penalty of perjury under the laws of the State ofthat the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Notary's Signature

Exhibit "A"- Legal Description

PARCEL A: (3307V00 TL 1500, 1800; 3307V09 200 and 300)

Township 33 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon.

Section 8: E 1/2 SE 1/4; and the E 1/2 NE 1/4
Section 9: Government Lots 1 and 2; and the W 1/2 NW 1/4; and Government Lots 3 and 4; and the SW 1/4

EXCEPTING THEREFROM that portion lying within the right of way of Crater Lake Highway.

ALSO EXCEPTING THEREFROM that portion deeded to the State of Oregon by and through its Department of Transportation, Highway Division recorded October 8, 1991 in Volume M91, page 20911, Microfilm Records of Klamath County, Oregon.

PARCEL B: (3307V00 TL 1200, 1201 and 1202)

Parcels 1, 2 and 3 of Land Partition 85-07, situated in the SW1/4 SW1/4 of Section 5 and the E1/2 of Section 7 and the W1/2 NW1/4, SW1/4, W1/2 SE1/4 of Section 8 and the W1/2 W1/2 of Section 16 and the N1/2, SE1/4 of Section 17, Township 33 South, Range 07 1/2 East, Willamette Meridian, filed June 1, 2009 in Volume 2009-007539, Klamath County, Oregon.

PARCEL C: (3307V00 TL 5300)

Government Lot 6 in Section 27, Township 33 South, Range 71/2 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL D: (3307V TL 1600)

The West 1/2 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 and the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 8, Township 33 South, Range 7-1/2 East of the Willamette Meridian, Klamath County, Oregon,

AND

(3307V TL 1700)

The West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 8, Township 33 South, Range 7-1/2 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion deeded to the State of Oregon by and through its Department of Transportation, Highway Division by deed recorded as M90 Page 24922, records of Klamath County, Oregon.