

GROUND LEASE

BETWEEN: Michael and Debra Bergstrom (“Landlord”)
AND: Oregon Water Wonderland Property Owners Association, Unit II,
Inc. (“Tenant”)

EFFECTIVE DATE: October 15, 2024

Recitals

- Tenant is a Property Owners Association organized for the purpose of maintaining the roads within the subdivision known as Oregon Water Wonderland Unit No 2, in Deschutes County, Oregon (“OWWII”).
- Landlord is the owner of the residential lot legally described as Lot 1, Block 21, Oregon Water Wonderland Unit No 2, commonly referred to as 55929 Wood Duck Dr., Bend, OR 97707 (“Lot”).
- The Lot is adjacent to Wood Duck Ct., a road that Tenant maintains. Wood Duck Ct. contains a bridge over a canal that is part of the Deschutes River (“Wood Duck Bridge”).
- The Wood Duck Bridge is the only means for vehicular access to several residential lots within OWWII.
- The Wood Duck Bridge is aging and is in need of a full replacement. Tenant desires to install a temporary bridge (“Temporary Bridge”) across the canal during the replacement of the Wood Duck Bridge.
- Landlord desires to lease a portion of the Lot to Tenant to allow for installation of the Temporary Bridge.

Therefore, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and on the rents, conditions, and provisions herein contained, that portion of the Lot described in Exhibit A hereto (“Premises”).

Landlord and Tenant hereby agree as follows:

Article 1 DEFINITIONS

Capitalized terms used in the recitals and elsewhere in this Ground Lease ("Lease") will have the meanings ascribed to them when first used either in this Lease or its exhibits or, if not defined when first used, in the following list of definitions:

1.1 Rent. The rent set forth in section 4.1 hereto.

1.2 Hazardous Material. Any hazardous or toxic substance, material, or waste that is or becomes regulated by any local, state, or federal governmental authority, including without limitation any hazardous material, hazardous substance, ultra hazardous material, toxic waste, toxic substance, pollutant, radioactive material, petroleum product, and PCB, as those and similar terms are commonly used or defined by Environmental Laws.

1.3 Improvements. The Temporary Bridge, driveways, walks, and other improvements of any kind or nature located on the Premises reasonably necessary to allow for vehicular and pedestrian access to the Temporary Bridge, as well as a partition along the driveway to block light from vehicle headlights shining through the windows of Landlord's residence.

1.4 Landlord Party. Any employee, agent, contractor, invitee, or licensee of Landlord.

1.5 Legal Requirements. All applicable present and future laws, ordinances, orders, rules, regulations, codes, and requirements of all federal, state, and municipal governments, departments, commissions, boards, and officers, that now or hereafter apply to the Premises, the Improvements, any component thereof, or any activity thereon conducted, including but not limited to those pertaining to environmental laws.

1.6 Tenant Party. Any employee, agent, contractor, invitee, or licensee of Tenant.

1.7 Term. The period defined in section 3.1 hereto.

Article 2 IMPROVEMENTS

2.1 Tenant's Rights. Tenant will have the right, at any time and from time to time during the term of this Lease, at its own cost and expense, to construct, reconstruct, demolish, remove, replace, remodel, or rebuild on any part or all of the Premises the Improvements as Tenant in Tenant's sole discretion considers appropriate. Tenant may remove or demolish any structures or landscaping that are reasonably necessary in order to construct the Improvements upon the Premises; however, if Tenant removes or demolishes any structures or trees taller than twenty feet existing on the Premises as of the date of this Lease, Tenant shall replace those structures in like condition, and plant replacement trees of Ponderosa Pines or similar species for each tree taller than twenty feet that was removed, at its own expense prior to termination of this Lease. Construction of any Improvements will be undertaken in compliance with all Legal Requirements and will be performed in a good and professional manner. Tenant agrees to install a partition for the purpose of blocking light from vehicles using the Temporary Bridge from shining through Landlord's living room window.

2.2 Landlord's Obligations. Landlord will cooperate with Tenant in all respects in connection with construction of the Improvements. Landlord will execute any applications and other instruments reasonably necessary for construction of the Improvements, but Landlord will not be required to pay any application fees or incur any other costs or liability in connection with the Improvements beyond Landlord's fees for any professional advice Landlord desires.

Landlord will appear as a witness in any legal or administrative proceedings to the extent reasonably necessary to construct the Improvements.

2.3 Tenant's Rights to Improvements after Lease Terminates. All Improvements that Tenant may construct on the Premises will be the property of Tenant during the term hereof and may be demolished, changed, altered, or removed, and any such Improvements remaining on the Premises at the expiration or earlier termination of this Lease (if any) will become a part of the realty and will be the property of Landlord. Tenant must restore the Premises to their former condition prior to termination of this Lease.

Article 3

LEASE TERM

3.1 Term. The term of this Lease will commence on the date hereof ("Effective Date") and continue for as many days as is necessary to complete the replacement of the Wood Duck Bridge. Replacement of the Wood Duck Bridge is tentatively scheduled to commence on October 15, 2024 and be completed in March of 2025. Tenant shall provide notice to Landlord of the anticipated completion of the Wood Duck Bridge as soon as reasonably practicable.

3.2 Holding Over. Any holding over after the expiration of the Term, with the written consent of Landlord, will be construed to be a tenancy from month to month, at one hundred percent of the Rent payable for the period immediately before the expiration of the Term and will otherwise be on the terms and conditions of this Lease. If Landlord consents to any such holding over, either party may thereafter terminate the tenancy at any time on 30 days' advance written notice.

3.3 Termination. Tenant may terminate this lease at any time, with or without cause, with thirty (30) days' notice.

Article 4

RENT

4.1 Rent. Rent for the Premises will be One Thousand and Fifty Dollars (\$1,050.00) per month.

4.2 Payment of Rent. Rent must be paid by the tenth day following each month throughout the Term. If the Effective Date is a day other than the first day of a month, Rent for the first month will be prorated based on the number of days that will elapse during that month after the Effective Date. If the final day of this Lease is a day other than the last day of a month, the final month's rent will be prorated based on the number of days that have elapsed during that month prior to the termination date.

4.3 Place of Payment. All Rent must be paid in lawful money of the United States at the address of Landlord set forth in this Lease, or at such other place as Landlord may from time to time designate by notice to Tenant. Rent will be deemed paid on the date received by Landlord.

4.4 Late Charge and Interest. If any Rent or other sum payable by Tenant to Landlord is not paid within five days of the date when first due, Tenant will pay to Landlord an additional sum equal to 5 percent of the sum payable. The parties agree that the late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment. Collection of the late charge will not be considered a waiver of default nor of any other right or remedy. In addition, all amounts will bear interest at the nine percent (9%) per annum from the date first due until the date paid in full.

Article 5

USE

5.1 Tenant's Rights. Tenant will have the right to use the Premises for any lawful purpose related to construction and maintenance of the Improvements, and all members of the public may use the Improvements for their intended purposes.

5.2 Prohibited Uses. Tenant will not use or occupy, or permit or suffer all or any part of the Premises or the Improvements to be used or occupied (1) for any unlawful or illegal business, use, or purpose; (2) in any such manner to constitute a nuisance of any kind; (3) for any purpose or in any way in violation of the Certificate of Occupancy, or of any Legal Requirements, including but not limited to Legal Requirements respecting Hazardous Substances; or (4) for any business, use, or purpose deemed disreputable. Any dispute between Landlord and Tenant arising under the provisions of clause (4) of the preceding sentence will be submitted to final and binding arbitration conducted in accordance with the rules of the Arbitration Service of Portland, Inc., if that service is available at the time or, if not available, any similar service (which may include the American Arbitration Association) selected by the party that initiates the arbitration. The award in such arbitration may be enforced on the application of either party by the judgment of a court of competent jurisdiction. The arbitrators will determine and award the prevailing party in the arbitration the reasonable fees and costs of its lawyers, appraisers, and any other consultants or experts incurred in connection with the arbitration.

Article 6

HAZARDOUS MATERIAL

6.1 Use of Premises. Tenant will not cause or permit any Hazardous Material to be brought on, kept, or used in or about the Premises or Improvements by Tenant, any Tenant Party or permitted subtenant, or any other person, that are not necessary or useful to Tenant's business or the business of a permitted subtenant. With respect to those Hazardous Materials that are permitted under the preceding sentence, the same will be used, kept, stored, and disposed of in the manner that complies with all Legal Requirements relating to the use, storage, and disposition of Hazardous Material.

6.2 Tenant Liability. If Tenant breaches the obligations stated in section 6.1, or if the presence of any Hazardous Material on the Premises or Improvements caused or permitted by Tenant, Tenant Party, or a permitted subtenant results in any illegal contamination of the Premises or the Improvements, or any other private or public property, including without limitation sewers or streets, or if contamination of the Premises or Improvements by a Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord or to any third party for damages resulting therefrom, then Tenant will indemnify, defend, and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities, or losses (including without limitation diminution in value of the Premises or Improvements, damages for the loss or restriction on use of the Premises or Improvements, damages arising from any adverse impact on any marketing of space, and sum paid in settlement of claims, attorney fees, consulting fees, and expert fees) that arise during or after the Term as a result of or in connection with such contamination. The foregoing indemnification of Landlord by Tenant includes without limitation costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required or recommended by

any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or on or under the Premises or the Improvements.

6.3 Remedial Action. Tenant will promptly take any and all actions, at Tenant's sole cost and expense, as are necessary or appropriate to return the Premises and the Improvements and any other private or public facilities to the condition existing before the introduction of any Hazardous Material to the Premises or Improvements; however, Landlord's approval of such actions must first be obtained, which approval will not be unreasonably withheld, conditioned, or delayed if the actions would not potentially have any material adverse long-term or short-term effect on the Premises or Improvements or any other private or public facilities. All contractors, laboratories, and engineering firms (collectively, "Consultants") that Tenant chooses to undertake any remedial action that may be necessary or appropriate on or about the Premises or Improvements or any other private or public facilities, must be approved by Landlord before their employment by Tenant, which approval will not be unreasonably withheld, conditioned, or delayed. If Landlord disapproves of Tenant's choice of Consultants, Landlord may select its own Consultants and employ them at Tenant's expense. Duplicate copies of all reports and findings Consultants make with regard to the condition of the Premises or Improvements or any other private or public facility will be delivered to Landlord simultaneously with delivery to Tenant. Tenant will have the Consultants do the work at Tenant's sole risk and will indemnify and hold Landlord and all Landlord Parties harmless from and against any and all loss, cost, liability, damage, and expense relating to or arising from any damage or injury to Landlord, the Consultants, or the agents of either of them, or any liability incurred by any of them or any claim by Landlord or any Landlord Party by reason of the work conducted by the Consultants. Tenant will not be responsible for and will have no obligations under this Article 6 for any Hazardous Material located on or under the Premises as of the Effective Date. Landlord represents and warrants that to the best of its knowledge, the Premises are not currently contaminated with any Hazardous Material in any actionable quantity.

Article 7 SERVICES

Landlord will not be required to provide any services to the Premises or Improvements except as expressly provided herein. If necessary, Tenant will arrange for its own accounts with utility service providers and for its own janitorial service and any other services as are necessary or appropriate for use of the Premises and Improvements by Tenant and any and all permitted subtenants. Tenant will be responsible for timely payment in full of all charges for utility and other services provided to the Premises and Improvements. Landlord will not be liable and responsible for any interruption of any utility or other kind of service provided by third parties except to the extent that Landlord causes the interruption and Landlord fails to avoid or cure the interruption as soon as reasonably possible after becoming aware of the interruption. Tenant is not responsible for any utilities or services to the Lot other than what is required for construction and maintenance of the Improvements within the Premises.

Article 8 LIENS

Tenant covenants to keep the Premises and Improvements free from all construction liens and all other liens of any type whatsoever arising out of Tenant's construction, repair, alteration, maintenance, and use of the Premises and Improvements. If a lien is filed, Tenant will, within 30

days after knowledge of the filing, secure the discharge of the lien or deposit a sufficient corporate surety bond in an amount required by Oregon law to remove the lien. If Tenant fails to discharge or bond off the lien, Landlord will have the right to pay the amount of the lien and Tenant will promptly reimburse Landlord for any such payment by Landlord, together with all costs and fees (including attorney fees) that Landlord incurred in connection with the lien. Any amount payable by Tenant under this provision should be considered Rent and will bear interest at nine percent (9%) per annum from the date incurred or paid by Landlord, until reimbursed in full by Tenant. Landlord reserves the right to post notices of nonresponsibility under the lien laws of the state of Oregon.

Article 9 TAXES AND ASSESSMENTS

Tenant will have no responsibility to pay property taxes related to the Premises. Landlord shall be responsible for payment of all property taxes related to the Premises.

Article 10 INSURANCE

10.1 Tenant Not Obligated to Maintain Property Insurance. During the Term, Tenant will have no obligation whatsoever to maintain property insurance of any kind on the Improvements or any personal property located on the Premises.

10.2 Liability Insurance. Tenant, at its expense, will maintain at all times during the Term of this Lease commercial general liability insurance in respect to the Premises, Improvements, and conduct or operation of its business, naming Landlord as an additional insured, with a limit of loss of at least \$2,000,000 combined single-limit coverage for personal injury and property damage. The insurance will include contractual liability coverage in such amount for Tenant's indemnification obligations contained herein and will name Landlord as an additional insured. Tenant will furnish certificates of the insurance to Landlord on reasonable request from time to time. The certificates will provide that the insurance will not be canceled except on at least 10 days' prior written notice to Landlord.

Article 11 INDEMNIFICATION

Except to the extent arising from the gross negligence or willful misconduct of Landlord or any Landlord Party, Tenant will indemnify and agrees to defend and hold Landlord and each Landlord Party harmless for, from, and against (1) any and all liability, penalties, losses, damages, costs and expenses, demands, causes of action, claims, judgments, or appeals arising from any bodily injury to or death of any person or persons or any damage to any property as a result of the use, maintenance, repair, occupation, operation, or control of the Premises and Improvements by Tenant or any Tenant Party, resulting from any breach or default in the performance of any obligation to be performed by Tenant under this Lease or for which Tenant is responsible under the terms of this Lease or in accordance with any governmental or insurance requirement, or to the extent arising from any act, neglect, fault, or omission of Tenant or of any Tenant Party, assignee, or subtenant; and (2) from and against all reasonable legal costs and charges, including reasonable lawyers' and other reasonable professional fees, incurred in and about any of such matters and the defense of any action arising out of the same or in discharging the Premises or Improvements or any part thereof from any and all liens, charges, or judgment

that may accrue or be placed thereon by reason of any act or omission of Tenant or any Tenant Party, assignee, or subtenant. The provisions of this section will survive the expiration or earlier termination of this Lease with respect to any matter occurring before such expiration or termination.

Article 12

ASSIGNMENT AND SUBLEASING

Tenant will not sell, assign, or in any other manner transfer this Lease or any interest in this Lease or the estate of Tenant under this Lease without the prior consent of Landlord, which consent will not be unreasonably withheld, delayed, or conditioned.

Article 13

SURRENDER ON EXPIRATION

13.1 Condition of Premises and Improvements. Prior to expiration of the Term, Tenant will return the Premises to their prior condition. Upon expiration of the Term or earlier termination of this Lease, Tenant will surrender the Premises in a state of good condition and free and clear of all occupancies other than subleases to which Landlord will have specifically consented and free and clear of all liens and encumbrances other than those, if any, existing on the date of this Lease or created or suffered by Landlord.

13.2 Tenant's Property. Before the expiration or earlier termination of this Lease, Tenant will remove all equipment and personal property that remain Tenant's or a Tenant Party's property. If Tenant fails to do so, at Landlord's option, (1) the failure to remove will be deemed an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it will cease; or (2) by notice in writing given to Tenant, Landlord may elect to hold Tenant to Tenant's obligation to remove. If Landlord elects to hold Tenant to Tenant's obligation to remove, Landlord may effect a removal and place the cost of removal, transportation to storage, and storage, together with interest at the Default Rate from the date of expenditure by Landlord.

Article 14

DEFAULT

The following will be events of default:

14.1 Default in Rent and Other Charges. Failure by Tenant to pay any Rent or other amount required to be paid by Tenant to Landlord under this Lease within 10 days after the giving of written notice of such nonpayment by Landlord to Tenant; however, Landlord will not be required to give more than two such notices of nonpayment in any calendar year. After the giving of two such notices in any calendar year, Tenant will be deemed in default for failure to pay any payment of Rent or other amount within 10 days after the same becomes due, without notice and opportunity to cure.

14.2 Default in Insurance Requirements. Failure by Tenant to secure or maintain any insurance or provide evidence of insurance as required by this Lease and the continuation of such failure for more than 10 days after notice by Landlord.

14.3 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of this Lease within 30 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the failure is of such a nature that it cannot be completely remedied within the 30-day period, the failure will not be deemed an

event of default if Tenant begins correction of the failure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy and effects the remedy within 180 days after Landlord's notice.

Article 15

REMEDIES ON DEFAULT

15.1 Termination. If Tenant defaults, this Lease may be terminated at the option of Landlord by 30 days' written notice to Tenant. Whether or not this Lease is terminated by the election of Landlord or otherwise, Landlord will be entitled to recover damages from Tenant for the default.

15.2 Damages. In the event of termination after default, Landlord will be entitled to recover immediately, without waiting until the due date of any future Rent or until the date fixed for expiration of the Term, all Rent owed.

15.4 Right to Sue More Than Once. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Term, and no action for damages will bar a later action for damages subsequently accruing.

15.6 Remedies Cumulative. The foregoing remedies in this Article 15 will be in addition to and will not exclude any other remedy available to Landlord under applicable law and may be exercised concurrently or successively in such order or combination as Landlord in its sole discretion may elect.

Article 16

SURVIVAL

The obligations and liabilities of Tenant arising under this Lease will survive the expiration or earlier termination of this Lease or the termination of the right of possession of Tenant.

Article 17

FORCE MAJEURE

If the performance by either of the parties of their respective obligations under this Lease (excluding monetary obligations) is delayed or prevented in whole or in part by any Legal Requirement (and not attributable to an act or omission of the party), or by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation, or by any other cause not reasonably within the party's control, whether or not specifically mentioned, the party will be excused, discharged, and released of performance to the extent the performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind. If the condition excusing performance of a party continues for more than 180 days, then the other party may terminate this Lease by notice to the excused party.

Article 18

AUTHORITY

Tenant and Landlord each warrant and represent to the other that the person or persons signing this Lease on their behalf has or have authority to enter into this Lease and to bind

Tenant and Landlord, respectively, to the terms, covenants, and conditions contained in this Lease.

Article 19

NOTICE

All notices required by this Lease must be in writing addressed to the party to whom the notice is directed at the address of that party set forth below the signatures on this Lease. Any such notice will be deemed to have been given for all purposes on receipt when personally delivered; one day after being sent when sent by recognized overnight courier service; or three days after deposit in the United States mail, postage prepaid, registered or certified mail. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this Article 19.

Article 20

ATTORNEY FEES

In any dispute involving the interpretation or enforcement of this Lease or involving issues related to bankruptcy (whether or not such issues relate to the terms of this Lease), the prevailing party will be entitled to recover from the nonprevailing party reasonable attorney fees, paralegal fees, costs, disbursements, and other expenses the prevailing party incurred in the dispute, including those arising before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party will include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.

Article 21

MODIFICATION

No modification of this Lease will be valid unless it is in writing and is signed by all of the parties.

Article 22

INTEGRATION

This Lease is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Lease. This Lease supersedes all prior communications, representations, and agreements, oral or written, of the parties.

Article 23

INTERPRETATION

The article and section headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the sections themselves. This Lease will not be construed against the drafting party.

Article 24

SEVERABILITY

The invalidity of any term or provision of this Lease will not affect the validity of any other provision.

Article 25
WAIVER

Waiver by any party of strict performance of any provision of this Lease will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

Article 26
BINDING EFFECT

Subject to restrictions in this Lease on assignment, this Lease will be binding on and inure to the benefit of the successors and assigns of the parties.

Article 27
GOVERNING LAW

This Lease will be interpreted and enforced according to the laws of the state of Oregon.

Article 28
COUNTERPARTS

This Lease may be executed in multiple counterparts, each of which will constitute one agreement, even though all parties do not sign the same counterpart.

Article 29
RECITALS AND EXHIBITS

The recitals to this Lease and any exhibits referred to in this Lease are incorporated by reference in this lease as if fully set forth in this Lease.

Article 30
STATUTORY WARNING

The following disclaimers are made in accordance with ORS 93.040(1)–(2):
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Landlord

/s/ Michael Bergstrom
Name: Michael Bergstrom
/s/ Debra Bergstrom
Name: Debra Bergstrom
Address: 55929 Wood Duck Dr.
Bend, OR 97707
Date: 10 / 25 / 2024, 2024

Tenant

/s/ Gary Baton
Name: Gary Baton
Title: OWW2 POA Board President
Address: 376 SW Bluff Drive, Ste 4
Bend, OR 97702
Date: 10 / 25 / 2024, 2024

EXHIBIT A

****Premises highlighted in yellow****



Title	OWW2_Bergstrom Agreement
File name	OWWII_-_Ground_Le...2024.docx__1_.pdf
Document ID	5ae5f0cfdd011728f8b9b34d42a5bce564be003b
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



10 / 25 / 2024
11:33:10 UTC-7

Sent for signature to Michael Bergstrom (gotafish@comcast.net), Debra Bergstrom (bergstrom4005@comcast.net) and Gary Baton (gbaton11@gmail.com) from info@milehighmgmt.com
IP: 208.100.174.26



10 / 25 / 2024
11:47:20 UTC-7

Viewed by Debra Bergstrom (bergstrom4005@comcast.net)
IP: 24.165.52.75



10 / 25 / 2024
11:54:55 UTC-7

Signed by Debra Bergstrom (bergstrom4005@comcast.net)
IP: 24.165.52.75



10 / 25 / 2024
11:54:58 UTC-7

Viewed by Michael Bergstrom (gotafish@comcast.net)
IP: 24.165.52.75



10 / 25 / 2024
12:02:03 UTC-7

Signed by Michael Bergstrom (gotafish@comcast.net)
IP: 24.165.52.75

Title	OWW2_Bergstrom Agreement
File name	OWWII_-_Ground_Le...2024.docx__1_.pdf
Document ID	5ae5f0cfdd011728f8b9b34d42a5bce564be003b
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



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IP: 174.247.183.38



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The document has been completed.