

Recorded by TICOR TITLE 470318057022-ACCO

After recording return to:

Brix Law LLP
75 SE Yamhill St., Suite 202
Portland, OR 97214
Attn: Brad Miller

Jackson County Official Records	2020-001848
R-MA	
Str=10 SHINGLJS	01/17/2020 02:59:45 PM
\$20.00 \$10.00 \$5.00 \$11.00 \$11.00	\$121.00
\$60.00 \$4.00	
I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Christine Walker - County Clerk	

**Memorandum of Agreement
Concerning**

Restrictive Covenants Relating to Fair Share Payment Agreement

THIS MEMORANDUM OF AGREEMENT ("Memorandum") relating to the real property located in Jackson County, Oregon, as more particularly described in **Exhibit A** attached hereto (the "Property") is entered into by and between DSR PROPERTIES (LAKEWOOD), LLC, an Oregon limited liability company ("DSR") and WHITE CITY COFFEE, LLC, an Oregon limited liability company ("WCC") effective as of January 15, 2020.

DSR and the County of Jackson, State of Oregon entered into that certain Restrictive Covenants Relating to Fair Share Payment Agreement recorded in Jackson County Official Records on April 20, 2017 as Document No. 2017-013270 (the "Payment Agreement") pursuant to which DSR (therein identified as "DSR Properties"), as "Owner" is required to pay one half of the costs of street frontage improvements to Merry Lane ("Improvement Costs"), in accordance with the terms and provisions set forth in the Payment Agreement. The covenants imposed by the Payment Agreement run with the land.

WCC has acquired a portion of the Property (the "WCC Property"). DSR and WCC covenant and agree to share the Improvement Costs in proportion to the then current gross leasable area ("GLA") contained on the WCC Property and the Property, respectively, as such GLA may change with future development of the Property. As of the date of this Memorandum, WCC's share of the Improvement Costs is 6.35%. DSR and WCC declare and agree that the covenants described in this paragraph are covenants running with the land and shall pass to and be binding on DSR's and WCC's successors in title, including, without limitation, any Mortgagee, purchaser, grantee, or lessee of any portion of the Property and any other person or entity having any right, title, or interest in the Property and upon the respective heirs, executors, administrators, devisees, designees, successors, and assigns of any Mortgagee, purchaser, grantee, or lessee of any portion of the Property and any other person or entity having any right, title, or interest in the Property.

DSR and WCC execute this Memorandum to give notice to all persons of the covenants contained in this Memorandum. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Payment Agreement, which shall remain in effect in accordance with its terms.

Signatures on the following page.

DSR:

DSR PROPERTIES, LLC,
an Oregon limited liability company

By: James M. Root
Name: James M. Root
Title: MANAGER

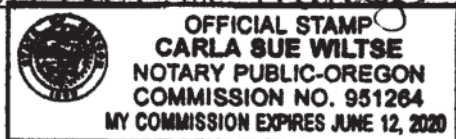
WCC:

WHITE CITY COFFEE, LLC,
an Oregon limited liability company

By: _____
Name: _____
Title: _____

STATE OF OREGON)
County of Jackson) ss.

This instrument was acknowledged before me on January 16, 2020, by
James M. Root the Manager of DSR Properties, LLC, on its behalf.



CS Wiltse
Notary Public for Oregon
My Commission expires 6/12/20

STATE OF _____)
County of _____) ss.

This instrument was acknowledged before me on January __, 2020, by
_____, the _____ of White City Coffee, LLC, on its behalf.

Notary Public for Oregon
My Commission expires _____

DSR:

DSR PROPERTIES, LLC,
an Oregon limited liability company

By: _____
Name: _____
Title: _____

WCC:

WHITE CITY COFFEE, LLC,
an Oregon limited liability company

By: *Nathan Sasaki*
Name: Nathan Sasaki
Title: member

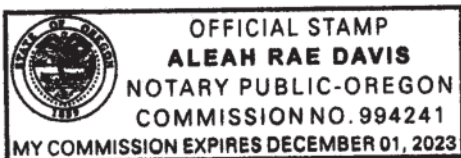
STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on January __, 2020, by
_____, the _____ of DSR Properties, LLC, on its behalf.

Notary Public for Oregon
My Commission expires _____

STATE OF Oregon)
) ss.
County of Multnomah)

This instrument was acknowledged before me on January 16, 2020, by
Nathan Sasaki, the Member of White City Coffee, LLC, on its behalf.



Aleah Davis
Notary Public for Oregon
My Commission expires 12/01/2023

EXHIBIT "A"
Legal Description

The following described parcel was originally acquired in a deed recorded as Document Number 2014-000871 of the Official Records of Jackson County, Oregon and situated in the Southwest Quarter of Section 20, Township 36 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon and being more fully described as follows:

Beginning at the Southeast corner of Lot 2, Block 3 of Agate Subdivision Extension Number 1, according to the Official Plat thereof, recorded in Volume 8, Page 5 of Plat Records in Jackson County, Oregon; thence along the South line of said Block 3, North 89°46'50" West, 234.11 feet to a 5/8" iron rebar; thence North 00°11'40" East, 274.70 feet to a 5/8 inch iron rebar; thence North 89°56'19" West, 282.36 feet to a 5/8 inch iron rebar situated on the Easterly right of way line of Crater Lake Highway (Highway 62); thence along said right of way, North 20°47'00" East, 93.89 feet to the Southerly right of way line of Highway 140 (Lake of the Woods Highway); thence along said right of way line, South 89°12'46" East, 483.69 feet to the East line of said Lot 2, Block 3 of Agate Subdivision Extension Number 1; thence along said East line, South 00°13'39" West, 357.04 feet to the TRUE POINT OF BEGINNING.

TOGETHER with a portion of a parcel described in Document Number 2014-000876: Commencing at the Southeast corner of Lot 2, Block 3 of Agate Subdivision Extension Number 1, according to the Official Plat thereof, recorded in Volume 8, Page 5 of Plat Records in Jackson County, Oregon; thence along the South line of said Block 3, North 89°46'50" West, 234.11 feet to a 5/8-inch iron rebar; thence North 00°11'40" East, 274.70 feet to a 5/8-inch iron rebar; thence North 89°56'19" West, 112.65 feet to the TRUE POINT OF BEGINNING; thence South 00°47'02" West, 35.12 feet to a 5/8-inch iron rebar; thence North 89°12'58" West, 181.71 feet to the Easterly right of way line of Crater Lake Highway (Highway 62), monumented with a 5/8-inch iron rebar; thence North 20°47'00" East, along said right-of-way, 35.09 feet to a 5/8 inch iron rebar; thence leaving said right of way, South 86°56'19" East, 169.72 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM: Beginning at the Southeast corner of Lot 2, Block 3 of Agate Subdivision Extension Number 1, according to the Official Plat thereof, recorded in Volume 8, page 5 of Plat Records in Jackson County, Oregon; thence along the South line of said Block 3, North 89°46'50" West, 234.11 feet to a 5/8-inch iron rebar; thence North 00°11'40" East, 274.70 feet to a 5/8-inch iron rebar; thence North 89°56'19" West, 112.65 feet; thence North 00°47'02" East, 62.88 feet to a 5/8-inch iron rebar; thence South 89°12'58" East, 74.08 feet to a 5/8 inch iron rebar; thence North 00°47'02" East, 23.20 feet to the Southerly right-of-way line of Highway 140 (Lake of the Woods Highway), monumented with a 5/8-inch iron rebar; thence along said right of way line, South 89°12'46" East, 272.02 feet to the East line of said Lot 2, Block 3 of Agate Subdivision Extension Number 1; thence along said East line, South 00°13'39" West, 357.04 feet to the TRUE POINT OF BEGINNING.