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AFTER RECORDING, RETURN TO:

QTIP Properties, LLC
Attn: James M. Root
PO BOX 430
Medford, OR 97501

Jackson County Official Records	2018-011180
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\$90.00 \$10.00 \$5.00 \$8.00 \$11.00 \$20.00	\$148.00
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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	

Space above reserved for recorder's use

AMENDED AND RESTATED EASEMENT, SHARED WELL, AND SHARED PARKING AGREEMENT

THIS AMENDED EASEMENT, SHARED WELL, AND SHARED PARKING AGREEMENT (this "Agreement") is made effective as of April 6, 2018 (the "Effective Date"), by and among DSR PROPERTIES (LAKEWOOD) LLC, an Oregon limited liability company ("DSR"), and QTIP PROPERTIES, LLC an Oregon limited liability company ("QTIP"). DSR, QTIP and any successor in title to all or any portion of the DSR Property (as defined herein) or the QTIP Property (as defined herein) are sometimes referred to herein collectively as the "Owners" and each an "Owner."

RECITALS:

A. DSR owns fee simple title to the real property in Jackson County, Oregon, described on attached Exhibit A (the "DSR Property"), which has been previously improved and developed under the name "Lakewood Shopping Center."

B. QTIP owns fee simple title to the real property in Jackson County, Oregon, described on attached Exhibit B (the "QTIP Property"), which is situated immediately adjacent to the DSR Property and which has been previously improved with paving and parking areas in connection with the Lakewood Shopping Center. QTIP desires to further develop the QTIP Property as an expansion of the Lakewood Shopping Center.

C. DSR's predecessors in interest to the DSR Property and QTIP'S predecessors in interest to the QTIP Property, entered into an Easement, Shared Well and Shared Parking Agreement dated August 26, 1999 and recorded September 17, 1999 in the Official Records of Jackson County as Instrument No. 99-48036 (the "Prior Easement"), establishing: (i) an easement for the shared use of the well and water delivery system located on the QTIP Property for the benefit of the DSR Property, (ii) reciprocal easements and rights-of-way for joint access to and use of designated parking spaces located on the properties for the mutual benefit of both properties, and (iii) easements for the installation of public utilities serving the improvements and buildings located on the properties, and further providing the terms and conditions for the shared use and maintenance of the foregoing.

D. The DSR Property and the QTIP Property are each benefitted and burdened by the Prior Easement. Each Owner acknowledges that it will benefit from the continued shared use and maintenance by the Owners of certain areas and attributes of the DSR Property and the QTIP Property.

E. The Owners desire to amend and restate the Prior Easement in order to reflect the current ownership of the property described herein and to set forth the Owners' mutual understandings with respect to shared use and maintenance of the well, water delivery system, and parking areas on the DSR Property and the QTIP Property, and with respect to loading, highway access, signage and utilities located on the properties, in each case upon the terms and conditions set forth below.

NOW, THEREFORE, the Owners agree as follows:

AGREEMENT:

1. Grant of Access Easements.

1.1 DSR hereby grants to QTIP and its successors in title and any future owner of any portion of the Shopping Center Property (as defined herein), non-exclusive, perpetual easements, appurtenant to the QTIP Property for the purpose of vehicular and pedestrian ingress, egress, and traffic circulation to the QTIP Property and access to and from the QTIP Property, over, upon, across, and through all Paved Access Areas (as defined in Section 11 below) now or hereafter located on the DSR Property. The access easements granted under this Section 1.1 shall include the right of ingress and egress to and from Merry Lane over, upon, across and through the Merry Lane driveway access located on the southern boundary of the DSR Property.

1.2 QTIP hereby grants to DSR, and its successors in title and any future owner of any portion of the Shopping Center Property (as defined herein), non-exclusive, perpetual easements, appurtenant to the DSR Property, for the purpose of vehicular and pedestrian ingress, egress, and traffic circulation to the DSR Property and access to and from the DSR Property, over, upon, across, and through all Paved Access Areas now or hereafter located on the QTIP Property. The access easements granted under this Section 1.2 shall include the right of ingress and egress to and from (i) Merry Lane over, upon, across and through the Merry Lane driveway access located on the southern boundary of the QTIP Property and (ii) Highway 140 (Lake of the Woods Highway) over, upon, across and through the state-granted highway approach situated on the northern boundary of the QTIP Property.

1.3 The Paved Access Areas which are subject to the foregoing easements as of the Effective Date are located approximately as depicted on attached Exhibit C. The Owners acknowledge that the location of the Paved Access Areas will change with the future development of the Shopping Center Property and that new or additional Paved Access Areas may be constructed on the Shopping Center Property. Accordingly, the Owners intend and agree that the access easements respectively granted in this Section 1 shall automatically extend to all Paved Access Areas, whether now existing or hereafter constructed on the Shopping Center Property, whether or not such areas are depicted on attached Exhibit C, and such easements shall automatically extend to any new, relocated or additional Paved Access Areas as may be

constructed from time to time on the Shopping Center Property. In the event of any construction of new Paved Access Areas on the Shopping Center Property, or any relocation of, or additions to, the Paved Access Areas occurring after the Effective Date, the Owners may execute and record a supplement to this easement depicting the new configuration of the parking lot thoroughfares, lanes and access ways subject to the easements granted herein (but any failure of the Owners to execute and record such an easement supplement shall in no way prevent the easements granted herein from extending to the newly constructed, relocated or added Paved Access Areas). For the avoidance of doubt, nothing in this Section 1 shall prevent the future construction of buildings or other improvements, landscaping and sidewalks on the Shopping Center Property and, in the event of any such future construction upon any areas which are now or hereafter designated as Paved Access Areas, the portions of such Paved Access Areas which are affected by such future construction shall be withdrawn from the easements granted herein and shall no longer constitute a Paved Access Area for purposes of this Agreement.

1.4 Each Owner may permit its employees, invitees, agents, and tenants (including the respective customers, employees and invitees of such tenants) to exercise the access rights granted to it under this Section 1 provided the use by any such person is directly related to the purposes for which the easements under this Section 1 are granted.

1.5 Each Owner shall be responsible for its Proportionate Share (as defined in Section 11 below) of the cost of all maintenance, repair, replacement and improvement of all Paved Access Areas and Paved Parking Areas (as defined in Section 11 below) which are now or hereafter located within the Shopping Center Property (the **"Shared Access and Parking Areas"**) in a level, smooth and evenly covered condition; provided, however, that any damage, excepting ordinary wear and tear, to the Shared Access and Parking Areas and any relocated or additional Shared Access and Parking Areas caused by an Owner, its employees, invitees, agents and tenants (including the respective customers, employees and invitees of such tenants), shall be borne solely by such Owner. For purposes of this Section, the term "maintenance" of the Shared Access and Parking Areas shall include, but not be limited to: (i) the cleaning, repainting, lighting and maintaining, as applicable, the directional signs, markers, striping, and lights within the Shared Access and Parking Areas; (ii) cleaning of lighting fixtures in, on and immediately surrounding the Shared Access and Parking Areas and relamping as needed; (iii) maintaining the surfaces of the Shared Access and Parking Areas at such grades and levels that they may be used and enjoyed as contiguous and homogenous common areas and maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability; (iv) the costs of removing snow and ice as necessary from the Shared Access and Parking Areas; and (vi) the costs of maintaining the landscaped portions of the Shared Access and Parking Areas.

2. Grant of Parking Easements.

2.1 Each Owner hereby grants to each other Owner, its successors in title and any future Owner of any portion of the Shopping Center Property, a perpetual, non-exclusive easement over such portions of any Paved Parking Areas now or hereafter located on the Shopping Center Property owned by the granting Owner as are from time to time designated as Paved Parking Areas (as such term is defined in Section 11 below), for purposes of enabling each applicable benefitted Owner, its employees, invitees, agents, contractors, and lessees

(including the respective customers, employees and invitees of such lessees) to have, without charge, pedestrian and vehicular ingress and egress to and from the Paved Parking Areas, and regular, continuous, non-exclusive, and non-priority use of the parking spaces located thereon for temporary passenger vehicle parking. The Paved Parking Areas which are subject to the foregoing easements as of the Effective Date are located approximately as depicted on attached Exhibit C. The Owners acknowledge that the location of the Paved Parking Areas will change with the future development of the Shopping Center Property and that new or additional Paved Parking Areas may be constructed on the Shopping Center Property. Accordingly, the Owners intend and agree that the access easements respectively granted in this Section 2 shall automatically extend to all Paved Parking Areas, whether now existing or hereafter constructed on the Shopping Center Property, whether or not such areas are depicted on attached Exhibit C, and such easements shall automatically extend to any new, relocated or additional Paved Parking Areas as may be constructed from time to time on the Shopping Center Property. In the event of any construction of new Paved Parking Areas on the Shopping Center Property, or any relocation of, or additions to, the Paved Parking Areas occurring after the Effective Date, the Owners may execute and record a supplement to this easement depicting the new configuration of the parking lot thoroughfares, lanes and access ways subject to the easements granted herein (but any failure of the Owners to execute and record such an easement supplement shall in no way prevent the easements granted herein from extending to the newly constructed, relocated or added Paved Parking Areas). For the avoidance of doubt, nothing in this Section 2 shall prevent the future construction of buildings or other improvements, landscaping and sidewalks on the Shopping Center Property and, in the event of any such future construction upon any areas which are now or hereafter designated as Paved Parking Areas, the portions of such Paved Parking Areas which are affected by such future construction shall be withdrawn from the easements granted herein and shall no longer constitute a Paved Parking Area for purposes of this Agreement.

2.2 The Owners, and their applicable successors in title, may from time to time regulate and restrict parking rights within all or any portion of the Paved Parking Area as such Owners shall mutually agree, including, but not limited to, adopting written rules and regulations regarding use of the Paved Parking Area by third-parties (including the customers, employees and invitees of any lessee) and posting necessary and appropriate signage on the Paved Parking Area to inform, warn and alert third-parties as to any parking rights and restrictions imposed thereon. Such rules and regulations may include, but are not limited to, rules regarding the exclusive or priority use of any portions of the Paved Parking Area or specific parking spaces by particular persons, establishment of employee-only parking areas, permissible and restricted hours for parking and other such matters affecting traffic circulation, parking and use of the Paved Parking Areas as to which the Owners mutually agree.

2.3 Except to the extent necessary (on a temporary basis) for reasonable construction staging, for repair and maintenance, for pedestrian traffic regulation and control, or to prevent a public dedication or the accrual of any rights to the public, no Owner will construct within the applicable portion of the Shared Access and Parking Areas located on its Parcels any fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of, and access to, the Shared Access and Parking Areas.

3. Grant of Well and Water System Easement.

3.1 QTIP hereby grants and conveys to DSR and its successors in title and each future owner of any portion of the Shopping Center Property a non-exclusive, perpetual easement for the respective benefit of the portions of the Shopping Center Property owned by such Owners to share the use of the well and water delivery system now located or hereafter constructed on the QTIP Property, including without limitation, any waterlines, motors, pumps, electrical service or other utilities serving the well, storage tanks, well-houses, meters or other equipment associated with the operation of the well and water delivery systems (collectively, the **“Well and Water System”**).

3.2 DSR and any subsequent Owner of any portion of the Shopping Center Property benefitted by the Well and Water System under this Agreement agrees that the rights granted to it under this Agreement to draw water from and share use of the Well and Water System shall be for the limited purposes of present and future domestic water consumption and landscape irrigation uses of a nature and at levels generally consistent with and normally expected from mixed commercial retail, office and food service uses of the general character and size presently operated on the Shopping Center Property or as contemplated by the Master Site Plan (as defined in Section 11) for the Shopping Center Property.

3.3 Each Owner shall be responsible for its Proportionate Share of the cost of operating, repairing, replacing and maintaining the Well and Water System. For purposes hereof, “maintenance” is defined as the work normally necessary to preserve and keep the Well and Water System as nearly as possible in its present condition or as hereafter improved and also includes all inspection and testing. Each Owner benefitted by the Well and Water System under this Agreement acknowledges and agrees that the Owners’ shared obligations to maintain the Well and Water System shall apply only with respect to the portions of such Well and Water System located on the QTIP Property, and such Owner agrees that it is solely responsible for, and will promptly repair, maintain and replace, all plumbing internal to its Buildings and all water pipes and water mains serving its respective Parcel to the point of interconnection with the Well and Water System at the common boundaries of such Parcel and the QTIP Property.

3.4 The Parcels comprising the Shopping Center Property shall be the only properties permitted to receive water from the Well and Water System. Each Owner agrees that it will not allow or permit other persons to take, draw, use or receive water from the Well and Water System or permit adjacent owners to connect to the pipes or waterlines serving the Owner’s property except by mutual agreement of the Owners.

3.5 The respective rights and obligations of Owners with respect to the Well and Water System shall continue until terminated in accordance with this Agreement. An Owner may terminate its use of the Well and Water System at any time by written notice to the other Owners and by filing a written statement of termination of its rights to use the Well and Water System under this Agreement in the real property records of Jackson County, Oregon. Within thirty (30) days following the filing of any such termination, the terminating Owner shall disconnect its connections to the Well and Water System and, upon such disconnection, shall have no further rights to use the Well and Water System or draw any water therefrom and shall have no further obligation to pay for the maintenance thereof. The costs of disconnection and

the costs to repair any damage to the Well and Water System caused by such disconnection shall be borne by the terminating Owner.

4. Grant of Utility Easements.

4.1 Each Owner hereby grants to each other Owner, its successors in title and any future Owner of any portion of the Shopping Center Property, non-exclusive, perpetual easements under and across the portions of the Shopping Center Property owned by the granting Owner for the purposes of installation, maintenance, repair, replacement, removal and relocation of underground storm sewer lines, storm detention facilities, sanitary sewer pipes, water and gas mains, electric power lines, telephone lines, telecommunication lines, and other underground utility lines (each a "Utility Line" and, collectively, the "Utility Lines"), for the purpose of providing utility service to the portions of the Shopping Center Property respectively owned by each other Owner. Such easements shall be fifteen (15) feet in width, being seven and one-half (7.5) feet on either side of the centerline of such Utility Line(s) as now existing on the Shopping Center Property or as hereafter relocated or constructed in accordance with the Master Site Plan for the Shopping Center Property. Any future Utility Line(s) shall be located on each granting Owner's property at such places as the applicable granting Owner deems appropriate in such granting Owner's reasonable discretion; provided, that such Utility Line(s) may not be placed in any area designated for the future construction of Buildings on the Master Site Plan for the Shopping Center Property. Following any Owner's installation of any Utility Lines under this Section, the installing Owner shall provide the granting Owner with an "as-built" survey depicting the exact location of such Utility Lines on the granting Owner's property, and an appropriate supplement to this Agreement shall be recorded to put parties on record notice of the exact alignment and width of the easements granted herein. Following installation of any Utility Line(s) on a granting Owner's property, the Granting Owner shall have the right to relocate any Utility Line(s) which services the Shopping Center Property, upon the written approval as to the exact location of the easement from the Owner(s) of the affected portion(s). Such approval shall not be unreasonably withheld, conditioned or delayed if the proposed relocation of the applicable Utility Line is consistent with the Master Site Plan. If necessary to allow for the installation, operation, maintenance, replacement and repair of any Utility Lines, the applicable installing Owner may permit public or private utility entities to exercise the rights and benefits granted to such installing Owner under the utility easements described in this Section 4.

4.2 Any Owner installing Utility Line(s) under this Section shall bear all costs, and be solely responsible for any damage, incurred in connection with the installation of any Utility Line(s) on the applicable granting Owner's property pursuant to this Section 4, and shall cause all work to install such Utility Line(s) to be performed in a good and workmanlike manner and in compliance with all applicable laws, regulations, building permits and other governmental requirements. The installing Owner will timely pay all contractors performing any work or delivering any materials to the granting Owner's property in connection with such installation and will pay, discharge and keep the granting Owner's property free of all liens (including mechanic's and materialmen's liens) associated with such installation. Following the completion of installation of any such Utility Line(s) pursuant to this Section 4, the Owner installing such Utility Line(s) will, at its sole expense, remove all debris and restore the surface of the granting Owner's property to its previous condition.

4.3 The costs of maintenance of any Utility Line(s) installed by an Owner on another Owner's property pursuant to this Section 4, to the extent payable by the user and not the utility provider, be borne solely by such installing Owner or its applicable successors in title.

5. Grant of Sign Easements. Each Owner hereby grants to each other Owner, its successors in title and any future Owner of any portion of the Shopping Center Property, a nonexclusive perpetual easement for the benefit of the remaining Shopping Center Property to share the use of any monument signs now existing on the granting Owner's property and any new or replacement monument signs as may hereafter be constructed on the granting Owner's property in accordance with the Master Site Plan. Each Owner shall be responsible for its Proportionate Share of the cost of operating and maintaining the monument signs including, but not limited to, the costs of providing continuous electrical service to the signs, lighting and relamping costs, painting and repair costs and the costs of structural repair or modification of the signs.

6. Unimpeded Access; Loading. Except as provided in Section 2.3 with respect to the Shared Access and Parking Areas and except to the extent necessary (on a temporary basis) for reasonable construction staging or for repair and maintenance of the Welled Water System or any Utility Line(s) installed pursuant to Section 4, the Owners agree that their respective Parcels will be developed and maintained in a manner that facilitates the free and uninterrupted flow of vehicular or pedestrian traffic throughout the Shopping Center Properties in the areas designated for such purposes. The Owners also agree to provide unimpeded access to the loading areas for purposes of (1) removal and pickup of trash and (2) delivery and removal of materials used by the parties and will endeavor to coordinate activities so as to avoid unreasonable congestion or stacking problems with traffic accessing the Shopping Center Property from public roads.

7. Property Costs and Expenses. Each Owner agrees to pay to the Property Manager (as defined in Section 11) such Owner's Proportionate Share of Property Costs and Expenses (as hereinafter defined in Section 11) in the following manner:

7.1 Not later than December 15 of each calendar year, the Property Manager will estimate the anticipated Property Costs and Expenses for the next succeeding calendar year and will provide each Owner written notice of same. Each Owner shall pay the Property Manager on the first business day of each calendar month in such next succeeding calendar year the amount reasonably estimated by the Property Manager to be such Owner's monthly Proportionate Share of the Property Costs and Expenses prorated based on the number of days in such month as provided below (the "**Estimated Monthly Payment**"). The Property Manager may adjust the Estimated Monthly Payment at the end of any calendar month on the basis of the Property Manager's actual experience and reasonably anticipated costs and, as applicable, may invoice each Owner for any shortfall (which invoice shall be paid within ten (10) days of receipt) or credit each Owner for any excess resulting from the adjustment. Each Owner's Proportionate Share of annual Property Costs and Expenses shall be prorated on a daily basis (on a 365 or 366 day year basis, as applicable) and shall be applied to any particular calendar month based on the number of days falling within such month. The total net payment made by an Owner to the Property Manager under this Section 7.1 for any particular calendar month (after giving effect to any credits carrying over from the preceding month and any additional amounts invoiced and paid by the Owner for such month) is referred to herein as the Owner's "**Monthly Payment**" for such month.

7.2 Within ninety (90) days following the end of each calendar year, or as soon as reasonably possible thereafter, the Property Manager shall furnish to each Owner a statement covering such year just ended, showing (i) the actual Property Costs and Expenses incurred in such year, (ii) the amount of each Owner's Proportionate Share of such costs for such year and (iii) the total of Monthly Payments made by each Owner with respect to such year. If such Owner's Proportionate Share of actual costs for such year is *less* than the total of the Monthly Payments made by that Owner during such year, the Owner shall be entitled, subject to Property Manager's right to offset any amounts then due the Property Manager pursuant to this Agreement, to a credit in the amount of such difference to be applied against the next regular Estimated Monthly Payment of Property Costs and Expenses or portion thereof until such credit is exhausted; or, if such Owner's Proportionate Share of actual costs for such year is *greater* than the total of such Owner's Monthly Payments for such year, each Owner shall pay the Property Manager the difference within thirty (30) days after receipt of such statement. Property Manager and each Owner's obligations under this subsection shall survive the expiration or earlier termination of this Agreement to the extent such obligations arose prior to the effective time of such expiration or earlier termination.

7.3 In the event any unanticipated, unbudgeted, necessary repair or inspection expenses falling within the definition of Property Costs and Expenses are incurred during the course of any calendar year, the Property Manager may assess each Owner for its Proportionate Share of such expenses at the time the expenses are incurred.

8. Taxes and Landscaping. Each Owner shall be responsible for all real property taxes and assessments levied or assessed against the Parcels owned by such Owner. Except as provided in Section 1.5 with respect to the landscaped portions of Shared Access and Parking Areas (the responsibility for which is shared by the Owners under this Agreement), each Owner shall be responsible for maintaining the landscaped areas on such Owner's respective Parcels.

9. Indemnification/Insurance.

9.1 Indemnification. Each Owner (as applicable, an "**Indemnifying Person**") hereby indemnifies and saves the other Owners and their respective members, managers, employees, agents, affiliates and successors in title (as applicable, "**Indemnified Persons**") harmless from and against, and will defend all such Indemnified Persons against, and will reimburse such Indemnified Persons for, any and all liability, damage, expense (including reasonable attorneys' fees incurred at any level of proceedings), cause of action, suits, claims, or judgments (collectively "**Damages**"), including any Damages arising from personal injury, death or property damage, arising out of or in any way relating to the use by the Indemnifying Party or by any of its employees, agents or lessees (or any customers, employees or invitees of the foregoing) of the easements granted to the Indemnifying Party herein or the exercise by any such person of any rights granted to the Indemnifying Party or the failure of the Indemnifying Party to perform any obligation of the Indemnifying Party herein, except to the extent such Damages are caused by the negligence or more culpable conduct of the applicable Indemnified Party.

9.2 Insurance. Each Owner shall procure and maintain in full force and effect general public liability insurance and property damage insurance against claims for personal injury, death, or property damage occurring upon, in or about the Parcels owned by such Owner; each

Owner's insurance to afford protection to the limit or not less than Two Million Dollars (\$2,000,000.00) for injury or death of a single person, and to the limit or not less than Two Million Dollars (\$2,000,000.00) for any occurrence, and to the limit or not less than Two Million Dollars (\$2,000,000.00) for property damage. Each Owner shall provide the other Owners with certificates of such insurance from time to time upon written request to evidence that such insurance is in force and, upon an Owner's written request, will provide true copies of all applicable policies and endorsements providing coverage meeting the requirements of this Section. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the Owner which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be cancelled without thirty (30) days' written notice to the other Owners.

10. Condemnation. In the event that the Shared Access and Parking Areas on any Parcel, or any part thereof, is taken by the power of eminent domain or is conveyed under threat of condemnation and such taking will render the affected portion of such Shared Access and Parking Area (the "**Condemned Area**"), unusable for the purposes described in this Agreement, this Agreement shall automatically terminate with respect to that portion of the roadway or parking area affected by such condemnation. If such taking does not render the access road and parking area unusable, the Owner whose property was so condemned shall promptly repair and restore, to the extent reasonably feasible, the remaining portion of the access road and parking area, as the case may be, as nearly as practicable to the condition existing just prior to such condemnation without contribution from the other Owners. Proceeds from any such condemnation shall belong exclusively to the fee title Owner of the property or a portion thereof so taken.

11. Certain Definitions. Capitalized terms used but not defined in this Agreement where first used shall have the meanings given below:

11.1 Building. "**Building**" shall mean any building on the Property, including buildings constructed after the date of this Agreement.

11.2 Master Site Plan. "**Master Site Plan**" means the master site development plan for the Shopping Center Property as approved by Owners and by Jackson County Development Services, as such plan may be amended or supplemented from time to time.

11.3 Owner. "**Owner**" shall initially mean and refer to DSR and QTIP and to each successor record owner, whether one or more persons or entities, of a fee simple title to any Parcel which is a part of the Shopping Center Property, including contract sellers, but excluding those persons or entities having such interest merely as security for the performance of an obligation which has not been foreclosed.

11.4 Parcel(s). "**Parcel**" shall mean and refer to, as applicable, any of the DSR Property and any of the QTIP Property (or any further subdivided or boundary-adjusted portions thereof), and "**Parcels**" shall mean and refer to any two or more Parcels collectively.

11.5 Paved Access Areas. "**Paved Access Areas**" means all paved parking lot thoroughfares, lanes and access ways now existing or hereafter constructed on the Shopping

Center Property, and includes any new, relocated or additional parking lot thoroughfares, lanes and access ways as may be constructed or established from time to time after the Effective Date in connection with the development of the Shopping Center Property.

11.6 Paved Parking Areas. “**Paved Parking Areas**” means all portions of the Shopping Center Property which are paved and which are now or hereafter designated as parking areas, and includes any new, relocated or additional parking areas as may be constructed or established from time to time after the Effective Date in connection with the development of the Shopping Center Property.

11.7 Property Manager. “**Property Manager**” shall mean and refer to the record owner of the QTIP Property from time to time, and shall also be deemed to include any applicable commercial property manager from time to time designated by the record owner of the QTIP Property to act as such owner’s agent for purposes of managing the QTIP Property and administering the provisions of this Agreement regarding shared maintenance and expenses.

11.8 Property Costs and Expenses. “**Property Costs and Expenses**” shall mean the reasonable management, professional, and consulting expenses of Property Manager incurred in performing its obligations under this Agreement and the costs of maintaining, repairing, replacing, or operating the Shared Access and Parking Areas (including the landscaped portions of Shared Access and Parking Areas as provided in Section 8), the Well and Water System, and monument signs on the Shopping Center Property.

11.9 Proportionate Share. “**Proportionate Share**” shall mean, with respect to each Owner, a fraction, the numerator of which is the number in square feet of total gross leasable area within the Buildings located on the individual Parcel or Parcels owned by such Owner, and the denominator of which is the number in square feet of total gross leasable area within all Buildings located on the Shopping Center Property from time to time. The Property Manager shall adjust the Proportionate Share of each Owner from time to time upon any future development or redevelopment of the Shopping Center Property, or upon the construction of additional Buildings by any Owner or third party on the Shopping Center Property, to reflect the respective changes in gross leasable area resulting from any such events. The Property Manager shall provide each Owner with written notice of any such change in Proportionate Shares promptly following such adjustment.

11.10 Shopping Center Property. “**Shopping Center Property**” means the entire real property collectively described on Exhibit A and Exhibit B of this Agreement, and specifically includes the DSR Property and the QTIP Property and any further subdivisions or changes in boundaries thereof, taken as a whole; provided, that if any portion of such property may be taken by eminent domain, private purchase in lieu of eminent domain or dedicated for public use following the date of this Agreement, then effective upon the effective date of such taking, purchase or dedication, the portion so taken, purchased or dedicated shall be excluded from the definition of Shopping Center Property and the Owner’s Proportionate Shares shall be adjusted accordingly.

12. Nature of Easements.

12.1 Not Séverable From Property. Each and all of the easements and rights granted or created herein are appurtenances to the affected Parcels benefited thereby and none may be transferred, assigned, or encumbered except as an appurtenance to the Parcels respectively benefited thereby in connection with the transfer of fee title to such benefited Parcels.

12.2 Binding Effect. The easements contained in this Agreement are made for the direct, mutual, and reciprocal benefit of the Owners party hereto and their respective successors in title; constitute covenants running with the land so benefitted or burdened by this Agreement (including any future division or partition of such land); and shall bind every person or entity having any fee, leasehold or other interest (including any interest acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or other means) in any portion of the properties described herein.

12.3 Effect of Conveyance. The acceptance of any transfer or conveyance of title or all or any part of any interest in any of the Shopping Center Property described herein shall be deemed an agreement by the applicable transferee not to use, occupy, or allow any lessee or occupant of such property to use or occupy such property in any manner which would constitute a violation or breach of any of the easements and covenants contained herein. If any Owner sells or transfers all or any portion of its interest in any real property that is the subject of this Agreement, such Owner shall, upon the sale and conveyance of title, be released and discharged from all of its obligations as an Owner in connection with the property sold by it to the extent arising under this Agreement after the sale and conveyance of title, but shall remain liable for all obligations arising under this Agreement prior to the sale and conveyance of title. The new transferee of such real property (including, without limitation, any lienholder who acquires a fee simple interest by foreclosure, trustee's sale or otherwise) shall be bound by the terms hereof and shall be liable for all obligations arising under this Agreement with respect to such real property after the date of sale and conveyance of title.

13. Enforcement/Injunctive Relief. In the event of any violation of any of the terms or covenants provided herein any Owner, or its or their respective successors in title, shall have in addition to the right to collect damages in an action at law the right to pursue any remedy provided in equity, including to enjoin such violation or threatened violation in a court of competent jurisdiction.

14. Attorneys' Fees. In the event of a controversy or dispute concerning any terms or provisions of this Agreement, and in the event an action or suit is instituted as a result thereof, the prevailing party shall, in addition to all other costs and damages, be entitled to recover from the other party reasonable attorneys' fees to be set by the court or courts in which the matter is tried or heard, including at trial, in arbitration or upon any appeal or petition for review thereof.

15. Duration and Termination. The benefit and burden of the easements and covenants contained in this document shall run with the land and shall be of perpetual duration until terminated by agreement of the Owners or as otherwise provided in this Agreement. This Agreement may not be terminated or amended except by a written document executed by all of the Owners of the properties described herein and duly recorded in the Official Records of Jackson County, Oregon.

16. Not a Public Dedication. Nothing contained in this declaration shall, or is intended to, constitute a gift or dedication of any portion of the properties to the general public or for the benefit of the general public, or for any public purpose whatsoever. It is the intention of the Owners that this easement will be strictly limited to and for the purposes expressed herein.

17. Waiver. No waiver or breach of this Agreement in one instance shall constitute or be construed as a waiver of the same or any other breach in any other instance.

18. Applicable Law. This easement shall be construed and enforced in accordance with the laws of the State of Oregon.

19. Exhibits and Recitals. The recitals above and exhibits attached are incorporated herein and made a part hereof to the full extent as though each were set forth in its entirety in the body hereof.

20. Status of Title. Except as provided in Section 23 below with respect to the Prior Easement (which Prior Easement is amended, restated and superseded hereby with respect to the period arising from and after the Effective Date hereof), this Agreement is subject to all prior easements and encumbrances of record.

21. Appointment of Property Manager. The Owners hereby unanimously appoint QTIP, and any successor owner of the QTIP Property, to serve as the "Property Manager" for purposes of this Agreement, and hereby consent to the Property Manager acting as agent for the Owners for the limited purposes of planning, arranging, contracting for and carrying out any and all maintenance, repair and improvement activities with respect to the Shared Access and Parking Areas, the Well and Water System and the monument sign at the Shopping Center Property and administering the payment of and collection of the Owners' respective Proportionate Shares of Property Costs and Expenses under this Agreement.

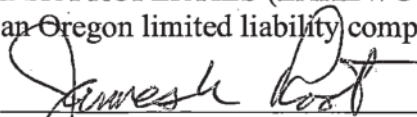
22. Notices. Any notice under this Agreement shall be in writing and shall be effective when actually delivered, or if mailed, posted as certified mail, return receipt requested, postage prepaid. Mail shall be directed to the mail address of the Parcel in question, if a building has been constructed on such Parcel, or if no building has been constructed on such Parcel, to the address of the record owner of such Parcel at the address for tax statements as shown on the real property tax records of Jackson County, Oregon, or to such other address as the owner may specify by notice to the other owners.

23. Effect of Amendment. This Agreement amends and replaces in its entirety the Prior Easement (Easement, Shared Well, and Shared Parking Agreement dated August 26, 1999, and recorded September 17, 1999 in the Official Records of Jackson County as Instrument No. 99-48036).

[Signatures and acknowledgments on following pages]

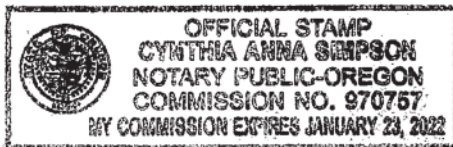
IN WITNESS WHEREOF, DSR Properties (Lakewood) LLC has caused this Amended and Restated Easement, Shared Well and Shared Parking Agreement to be executed by its authorized representative with the intent that it be effective as of the day and year first hereinabove set forth.

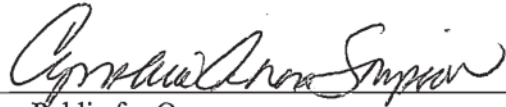
DSR PROPERTIES (LAKEWOOD) LLC,
an Oregon limited liability company


By: James M. Root
Its: Manager

STATE OF OREGON)
) ss.
County of Jackson)

This instrument was acknowledged before me on 4/6, 2018, by James M. Root, as Manager of DSR Properties (Lakewood) LLC.




Notary Public for Oregon
Commission No. 970757
My commission expires: 1/23/22

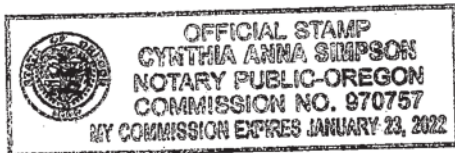
IN WITNESS WHEREOF, QTIP Properties LLC has caused this Amended and Restated Easement, Shared Well and Shared Parking Agreement to be executed by its authorized representative with the intent that it be effective as of the day and year first hereinabove set forth.

QTIP PROPERTIES LLC,
an Oregon limited liability company

James M. Root
By: James M. Root
Its: Manager

STATE OF OREGON)
) ss.
County of Jackson)

This instrument was acknowledged before me on 24/16, 2018, by James M. Root, as Manager of QTIP Properties LLC.



Cynthia Anna Simpson
Notary Public for Oregon
Commission No. 970757
My commission expires: 1/23/22

EXHIBIT A

DSR Property

Commencing at the Southeast corner of Lot 2, Block 3 of AGATE SUBDIVISION EXTENSION No. 1, according to the Official Plat thereof, now of record 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 for the Point of Beginning; thence continue North 89° 46' 50" West, 385.25 feet to the Easterly right-of-way line of Crater Lake Highway (Highway 62); thence along said right-of-way line, North 20° 47' 00" East, 292.56 feet to a 5/8-inch iron rebar; thence South 89° 56' 19" East, 282.36 feet to a 5/8-inch iron rebar; thence South 00° 11' 40" West, 274.70 feet to the Point of Beginning.

EXHIBIT B

QTIP Property

Beginning at the Southeast corner of Lot 2, Block 3 of AGATE SUBDIVISION EXTENSION NO. 1, according to the Official Plat thereof, now of record in Jackson County, Oregon; thence along the South line of said Block 3, North $89^{\circ}46'50''$ West, 234.11 feet to a 5/8-inch iron rebar; thence North $00^{\circ}11'40''$ East, 274.70 feet to a 5/8-inch iron rebar; thence North $89^{\circ}56'19''$ 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 line, North $20^{\circ}47'00''$ 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 $89^{\circ}12'46''$ East, 483.69 feet to the East line of said Lot 2, Block 3 of AGATE SUBDIVISION EXTENSION NO. 1; thence along said East line, South $00^{\circ}13'39''$ West, 357.04 feet to the Point of Beginning.

EXHIBIT C

Map of Shopping Center Property as of Effective Date

See attached

EXHIBIT C

Map of Shopping Center Property as of Effective Date

