

RESTRICTIVE COVENANTS RELATING TO FAIR SHARE PAYMENT AGREEMENT

Jackson County Official Records 2017-013270

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04/20/2017 03:09:04 PM

\$20.00 \$10.00 \$5.00 \$8.00 \$11.00

Total: \$78.00

\$20.00 \$4.00



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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

Property identification: Township 36 South, Range 1 West, Section 20C, Tax Lot 300.

This agreement between JACKSON COUNTY, hereinafter referred to as "County," and, DSR Properties, hereinafter collectively referred to as "Owner."

WHEREAS, Owner desires to develop the property described in Exhibit "A" but wishes to defer construction of permanent improvements beyond the time limits otherwise required, and County agrees to such deferment provided Owner agrees to pay a fair share towards improvements as herein provided.

WHEREAS, Jackson County Roads & Parks has identified a legitimate government interest, nexus, and rough proportionality in Exhibit "B" which is hereby incorporated herein, for the deferred public improvements, described below which are required by the Land Development Ordinance and Comprehensive Plan.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

This agreement contains covenants and obligations which affect the title and possession of the real property described in attached Exhibit "A". All the terms and conditions herein imposed shall run with the land and shall be binding upon the successors in interest of the owner, and inure to the benefit of the County and to the benefit of the successor-owner as to each other. Upon any sale or division of the property described in Exhibit "A," the covenants in this agreement shall apply separately to each parcel and the owner of each parcel shall succeed to the obligations imposed on the owner by this agreement.

II. NATURE OF OBLIGATION

- A. County and Owner agree that the improvements set forth in this section may be deferred because immediate installation of such improvements is not deemed practical at this time due to the project's incremental relationship to the intended holistic design function of said improvements.
- B. Owner, for himself and for his successors in the ownership of the property, agrees to pay all costs towards the following improvements in the manner set forth in this agreement:
 - 1. For half street frontage improvements to Merry Lane to a White City Street Standards Minor Collector per Jackson County Roads & Parks, for approximately 250 feet.
- C. When the County Roads & Parks Director determines that the reason(s) for the deferment no longer exist(s), he shall notify Owner, in writing, of the need for the fair share payment. The notice shall be mailed to the then-current owner or owners of the land as shown on the latest adopted county assessment roll. All or any portion of said fair share payments may be required at a specified time. If the property has been divided into different ownerships, the owner or owners of each resulting parcel shall participate on a prorate basis in the cost of installation of the improvement required.
- D. This agreement shall remain an obligation of the Owner or Owners until December 31, 2020. The County, at its option, may extend the term of this agreement in five (5) year increments.

OWNER:

JACKSON COUNTY:

By James M Root
James Root for DSR Properties

By C. Jordan
Date County Administrator

4/12/17
Date

APPROVED AS TO LEGAL SUFFICIENCY:

Ann Campbell
County Counsel

4-12-17
Date

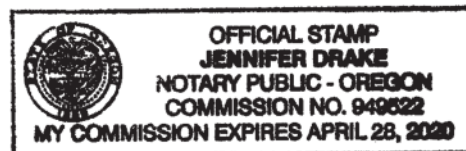
STATE OF OREGON)
) ss.
County of Jackson)

This instrument was acknowledged before me on April 10, 2017,
by James Root for DSR Properties

Julie Ann Slaughter
Notary Public for State of Oregon
My Commission Expires: May 18, 2020



STATE OF OREGON)
) ss.
County of Jackson)



This instrument was acknowledged before me on April 13, 2017,
by Harvey Bragg, Senior Deputy County Administrator, on behalf of
Danny Jordan, County Administrator

Jennifer Drake
Notary Public for State of Oregon
My Commission Expires: 4/28/2020

Original: Roads and Parks Services

cc: Property Owner

Fair Share Payment Agreement
Central File 36-1W-20C Tax Lot 300
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EXHIBIT "A"

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°46'19" 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.

For Informational purposes only, the following is included:
(Map No. 361W20C, Tax Lot 300, Account No. 1-026258-3, Code 9-03)

EXHIBIT 'B'

Merry Lane provides access to the subject property.

Government Interest: County road standards are designed to provide for adequate health, safety and welfare. County road standards provide for efficient and adequate long term maintenance, safe convenient and efficient access; reduced congestion; improved or maintained air quality; reduced accidents; alternate modes of transportation; and adequate storm drainage.

Nexus: Each new development/business will generate more vehicle trips per day that will impact the road, causing further deterioration and conflicts with pedestrians and bicyclists. Requiring the applicant to sign a fair share payment agreement will promote the future improvement of the roadway, to add sidewalks mitigating added traffic impacts and piping storm water.

Proportionality: The applicant would be required to install, with the development, half street frontage improvements to Merry Lane to a White City Street Standard, Minor Collector, for approximately 250 feet, if the installation were practical today. Instead, installation will be postponed until the Roads and Parks Director deems installation to be practical.

Business Registry Business Name Search

[New Search](#)

Business Entity Data

03-16-2017
06:38

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
797455-93	DLLC	ACT	OREGON	09-02-2011	09-02-2017	
Entity Name	DSR PROPERTIES (LAKEWOOD) LLC					
Foreign Name						

[New Search](#)

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS		
Addr 1	1501 E MCANDREWS STE 200			
Addr 2				
CSZ	MEDFORD	OR	97504	Country UNITED STATES OF AMERICA

Please click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT	Start Date	09-02-2011	Resign Date	
Name	JAMES	M	ROOT			
Addr 1	1501 E MCANDREWS STE 200					
Addr 2						
CSZ	MEDFORD	OR	97504	Country	UNITED STATES OF AMERICA	

Type	MAL	MAILING ADDRESS		
Addr 1	PO BOX 430			
Addr 2				
CSZ	MEDFORD	OR	97501	Country UNITED STATES OF AMERICA

Type	MEM	MEMBER		Resign Date	
Name	JAMES	M	ROOT		
Addr 1	PO BOX 430				
Addr 2					
CSZ	MEDFORD	OR	97501	Country	UNITED STATES OF AMERICA

[New Search](#)

Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
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