

2017-010199

Klamath County, Oregon

09/08/2017 04:06:00 PM

Fee: \$67.00



This instrument prepared by
and after recording return to:
Marilyn A. Horton
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Dollar General Store No. 18282

STATE OF OREGON

COUNTY OF KLAMATH

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into this 7 day of September, 2017, by and between CD DG Crescent, LLC., a limited liability company, 4336 Marsh Ridge, Carrollton, TX 75010, (the "Landlord") and DG Retail, LLC., a Tennessee limited liability company, 100 Mission Ridge, Goodlettsville, TN 37072, (the "Tenant").

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the parties hereto agree as follows:

1. Landlord has leased to Tenant under a Lease dated as of November 11, 2016, (the "Lease") certain premises together with easements, all privileges, rights, benefits, and rights-of-way now or hereafter appurtenant or belonging thereto (the "Demised Premises") to be located in Klamath County, Crescent, Oregon which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

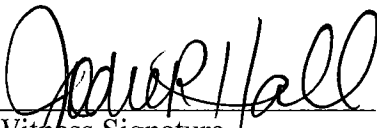
2. The Lease contains provisions concerning the construction of the Demised Premises.


3. The Demised Premises may be used for any lawful retail purpose.
4. The term of the Lease shall be for a period of fifteen (15) years beginning on the Commencement Date as that term is defined in the Lease.
5. Tenant shall be entitled to extend the term of the Lease for three (3) successive periods of five (5) years each, upon the terms and conditions therein set forth.
6. Landlord covenants and agrees not to develop or construct, or allow to be developed or constructed, any property now or hereafter owned by Landlord or an affiliate of Landlord, or developed or constructed by Landlord or an affiliate of Landlord for a third party, within a one (1) mile radius of the boundaries of the Demised Premises for the purpose of conducting business as, or for use as: a Family Dollar Store; Bill's Dollar Store; Fred's; Dollar Tree; Ninety-Nine Cents Only; Deals; Dollar Express; Big Lots; Walgreens; CVS; Rite Aid; or any "Wal-Mart" branded retail store concept (including but not limited to Wal-Mart, Super Wal-Mart, Wal-Mart Neighborhood Market and Wal-Mart Express) (collectively, the "Exclusive Use Rights"). This covenant shall run with the land and shall be binding upon Landlord and its affiliates and their respective successors, assigns and successors in title to the Demised Premises.
7. In no event shall Landlord make any changes to the layout of the parking areas from that shown on the Approved Plans or the Final Site Plan (both as defined in the Lease), nor shall Landlord make any changes or enter into any reciprocal easement or similar agreement, or grant access to any off-site entrances, accessways or delivery lanes benefiting the Premises, without first obtaining Tenant's prior written consent and without first entering into an easement agreement with covenants and restrictions or a similar agreement (the form of which must first be approved by Tenant), for ingress, egress, parking or restrictive covenants benefiting the Premises with the owner or occupant of the adjacent property. Landlord further agrees to promptly record any such easement agreement in the appropriate recording office within thirty (30) days of execution of same and promptly return a recorded copy of same to Tenant. Tenant is a third party beneficiary of all of the terms and provisions of any such easement agreement.
8. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the provisions of the Lease shall govern and control.

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Lease to be executed by their proper officers or representatives and their proper seals to be hereunto affixed, the day and year first above written.

LANDLORD:

CD DG Crescent, LLC.
a limited liability company

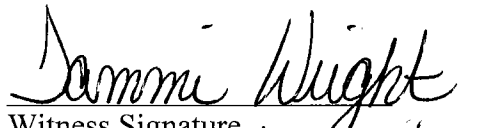

Witness Signature
JODIE R HALL
Witness Print



Witness Signature
Wendee Fung
Witness Print

By: 

Steve Rumsey

Its: President


Witness Signature
Tammi Wright
Witness Print


Witness Signature
Tammy Harper
Witness Print

TENANT:

DG Retail, LLC.
a Tennessee limited liability company

By: 

Rexford B. Martin, Jr.

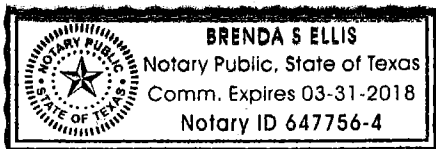
Its: Vice President of Real Estate

LANDLORD AS LIMITED LIABILITY COMPANY

STATE OF Texas)
COUNTY OF Denton) SS

On this the 5th day of September, 20__, before me, the undersigned, personally appeared Steve Bumsen who acknowledged himself/herself/themselves to be the President of CD D6 Crescent, a limited liability company, and that he/she/they, as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself/themselves as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Brenda S. Ellis
My Commission Expires: 3/31/2018

TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the 29th day of August, 20 17, before me, the undersigned officer,
personally appeared Rexford B. Martin, Jr., Vice President of Real Estate of DG Retail, LLC.,
and that he as such officer, being authorized so to do, executed the foregoing instrument for the
purposes therein contained, by signing the name of the corporation by himself as Vice President
of Real Estate.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Marilyn A. Horton
My Commission Expires: 11/5/18

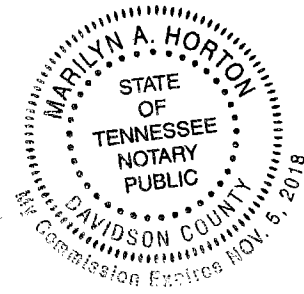


EXHIBIT "A"

A portion of the NE1/4 SW1/4 of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point of intersection of the Northerly line of Ward Street with the Westerly right of way line of the Dalles – California Highway as established by deed to the State of Oregon in Deed Volume 154, page 556, Deed Records of Klamath County, Oregon; thence Northeasterly along the Westerly right of way line of said Dalles – California Highway 300 feet to a point; thence Northwesterly at right angles to the Westerly line of said Dalles – California Highway, a distance of 255.0 feet to a point; thence Southwesterly on a line parallel to the Dalles – California Highway 100 feet to the intersection of the Easterly line of the right of way of the Klamath Northern Railway; thence Southeasterly along the Easterly line of said right of way to the intersection with the Northerly line of Ward Street; thence Southeasterly along the Northerly line of Ward Street 171.24 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to State of Oregon, by and through its Department of Transportation by Deed Recorded August 20, 2010 in 2010-009964, Records of Klamath County, Oregon.

RL

M.M.C.