

2018-007643

Klamath County, Oregon

06/25/2018 04:01:00 PM

Fee: \$107.00


MTC 152586 Am

This instrument prepared by
and after recording return to:
Tammy Harper
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Dollar General Store No. 18772
Klamath Falls, Oregon

STATE OF OREGON

COUNTY OF KLAMATH

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into this 24 day of May, 2018, by and between CD DG Klamath Falls South, 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 April 21, 2017, (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, Klamath Falls, Oregon which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

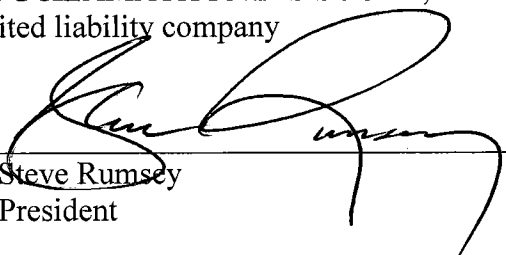
2. The Lease contains provisions concerning the construction of the Demised Premises.

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.

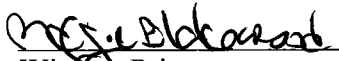
IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Lease to be executed by their proper officers or representatives and their proper seals to be hereunto affixed, the day and year first above written.

LANDLORD:

CD DG KLAMATH FALLS SOUTH, LLC.
a limited liability company

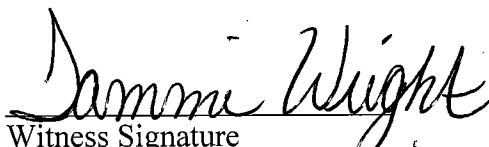
By: 
Steve Rumsey
Its: President

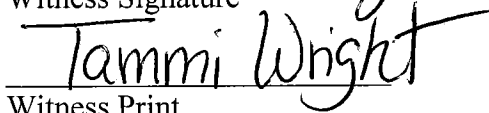

Witness Signature

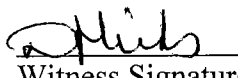

Witness Print

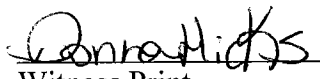

Witness Signature


Witness Print


Witness Signature

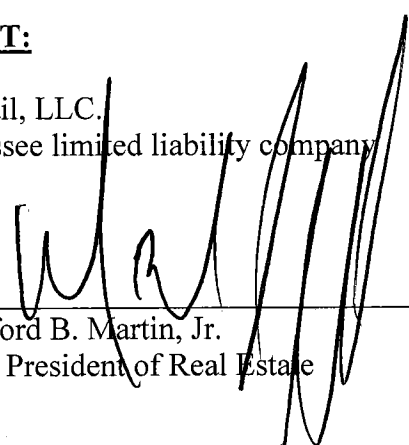

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Witness Signature


Witness Print

TENANT:

DG Retail, LLC.
a Tennessee limited liability company

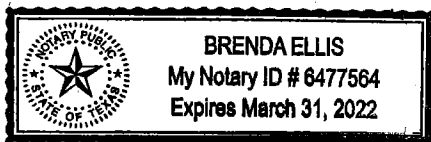
By: 
Rexford B. Martin, Jr.
Its: Vice President of Real Estate

LANDLORD AS LIMITED LIABILITY COMPANY

STATE OF Texas)
COUNTY OF Denton) SS

On this the 30th day of May, 20 18, before me, the undersigned,
personally appeared Steve Rumsey, who acknowledged
himself/herself/themselves to be the President of
CD DG KLA MATH FALLS South, 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 Ellis
My Commission Expires: 3/31/2022

TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the 24th day of May, 2018, 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

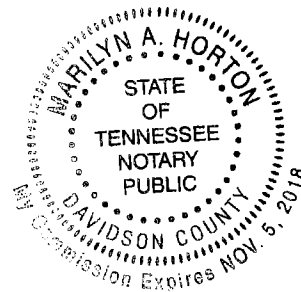


EXHIBIT A

LEGAL DESCRIPTION

A portion of land situated in the Southeast Quarter of Section 7, Township 39 South, Range 9 West, Willamette Meridian, in the City of Klamath Falls, Klamath County, Oregon, and being more particularly described as follows:

COMMENCING at a found 5/8-inch rebar State Highway Department Cap as shown on Survey No. 1939, "Map of Survey of SE ¼ Sec 7", filed by the Klamath County Surveyor's Office on February 8, 1974, Official Records of Klamath County, Oregon:

THENCE, North 89°13'23" West, a distance of 1104.92 feet along the southerly boundary as shown on said Survey No. 1939; THENCE, North 00°52'46" West, a distance of 1471.24 feet along said westerly boundary; THENCE, North 78°38'21" East, a distance of 15.29 feet along said northerly boundary; to the **POINT OF BEGINNING**;

THENCE, North 78°38'21" East, a distance of 66.60 feet along said northerly boundary;

THENCE, South 87°57'51" East, a distance of 215.77 feet along said northerly boundary;

THENCE, South 01°19'12" West, a distance of 307.14 feet;

THENCE North 88°40'48" West a distance of 280.73 feet;

THENCE North 01°19'12" East a distance of 295.22 which is the **POINT OF BEGINNING**.

Containing 1.98 acres of land, more or less.

BASIS OF BEARING:

North was established with GPS observations using the Oregon State Plane Coordinate System (North Zone, NAD 83).