

After recording please return to:
Dutch Bros., LLC
110 SW 4th Street
Grants Pass, OR 97526

2019-004835

Klamath County, Oregon

05/03/2019 10:25:01 AM

Fee: \$122.00

AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT

This Amendment to Reciprocal Easement Agreement ("Amendment") is made and entered into as of the 10 day of April, 2019 ("Effective Date"), by and between **Benjamin F. Balme, Lenor Balme, and Krister J. Balme**, not as tenants in common, but with rights of survivorship (together, "Balme") and **Dutch Bros., LLC**, an Oregon limited liability company ("Dutch").

RECITALS

WHEREAS, Richard Darren Bogatay ("Bogatay") was the owner of certain real property located in Klamath Falls, Klamath County, Oregon, described on Exhibit A attached hereto (hereinafter referred to as "Parcel 1"); and

WHEREAS, Dutch is the owner of certain real property located in Klamath Falls, Klamath County, Oregon, described on Exhibit B attached hereto, more commonly known as 2568 Campus Drive, Klamath Falls, OR (hereinafter referred to as "Parcel 2"); and

WHEREAS, Bogatay and Dutch entered into a Reciprocal Easement Agreement dated April 30, 2013, recorded May 2, 2013 under Instrument No. 2013-004710, Official Records of Klamath County, Oregon affecting Parcel 1 and Parcel 2 (the "REA"); and

WHEREAS, Bogatay conveyed title to Parcel 1 to Balme by Statutory Warranty Deed dated October 26, 2018, and recorded October 26, 2018 under Instrument No. 2018-013098, Official Records of Klamath County, Oregon; and

WHEREAS, Landlord and Tenant desire to amend the REA to provide for Balme to grant Dutch the right to place and access a storage shed and trash enclosure on a portion of Parcel 1;

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENTS

1. Storage Shed and Trash Enclosure. Balme hereby grants Dutch the right to locate its storage shed and trash enclosure, as the same may be modified and replaced at any time in the future, in the locations depicted on Exhibit C attached hereto. Balme further grants Dutch, its agents, employees, contractors and invitees a nonexclusive perpetual easement over Parcel 1 for the purpose of accessing the storage shed and trash enclosure.

2. Approval of Parking Spaces. Section 3 of the REA requires the owner of Parcel 2 to approve the site plan for parking spaces and driveways necessary to access such parking spaces within the Additional Parking Area on Parcel 2, to be constructed by the Owner of Parcel 1. Dutch, as the Owner of Parcel 2, hereby approves the site plan attached to this Amendment.

3. Title and Authority. Balme hereby represents and warrants as follows: (i) Balme has fee simple title to Parcel 1; and (ii) Balme has full right, power and authority to execute, deliver and perform

this Amendment, and all required action and approvals therefor have been duly taken and obtained. Dutch hereby represents and warrants as follows: (i) Dutch has fee simple title to Parcel 2; and (ii) Dutche has full right, power and authority to execute, deliver and perform this Amendment, and all required action and approvals therefor have been duly taken and obtained.

4. Conflict in Terms. All other terms and conditions set forth in the REA are hereby ratified and shall remain the same and the REA continues to be in full force and effect. To the extent that any provision of this Amendment conflicts with the REAe, the terms of this Amendment shall control.

5. Counterparts and Electronic Signatures. This Amendment may be executed in counterparts and shall be effective when all parties have signed a copy and a fully-executed copy has been delivered to each party. Such counterparts taken together shall constitute one and the same agreement. It is agreed that an electronic signature shall evidence and constitute valid execution of this Amendment and shall be binding upon the signing party. At the request of either party, the parties will confirm electronically transmitted signatures by signing an original document.

6. Ambiguity. All provisions of this Amendment have been negotiated by both parties at arm's length and neither party shall be deemed the scrivener of this Amendment. This Amendment shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof.

Signatures on following pages

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates indicated below.

BALME:

By: *Benjamin F. Balme*
Benjamin F. Balme

Date: 4/10/19

By: *Lenor Balme*
Lenor Balme

Date: 4/10/19

By: *Krister J. Balme*
Krister J. Balme

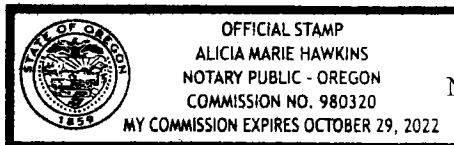
Date: 4/10/2019

STATE OF OREGON)
County of Klamath)

ss. *Alicia Marie Hawkins*

This instrument was acknowledged before me on April 10, 2019, by Benjamin F. Balme.

[Official Stamp]



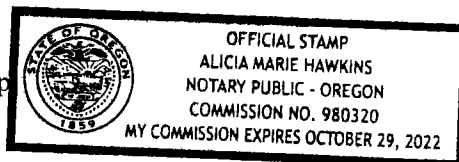
Notary Public – State of Oregon

STATE OF OREGON)
County of Klamath)

ss. *Alicia Marie Hawkins*

This instrument was acknowledged before me on April 10, 2019, by Lenor Balme.

[Official Stamp]



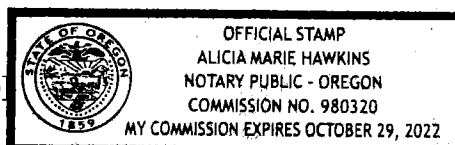
Notary Public – State of Oregon

STATE OF OREGON)
County of Klamath)

ss. *Alicia Marie Hawkins*

This instrument was acknowledged before me on April 10, 2019, by Krister J. Balme.

[Official Stamp]



Notary Public – State of Oregon

DUTCH:

DUTCH BROS., LLC,
an Oregon limited liability company
By: Dutch Mafia, LLC, its Member

By: [Signature]

Name: Brian Maxwell

Title: COO

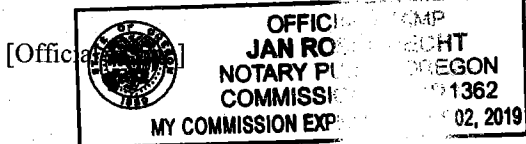
Date: 4-19-19

STATE OF OREGON)

County of Josephine)

ss.

This instrument was acknowledged before me on April 19th, 2019, by Brian Maxwell as Chief Operating Officer of Dutch Mafia, LLC, an Oregon limited liability company, in its capacity as Member of Dutch Bros., LLC, an Oregon limited liability company.



Notary Public – State of Oregon

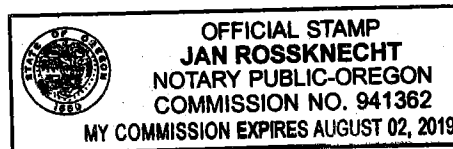


EXHIBIT A

Parcel 1

Lot 1, Block 1, REPLAT NO. 1 OF A PORTION OF SUNNYSIDE ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, together with that portion of vacated 5th Avenue adjacent to Lot 1 which inured thereto.

EXHIBIT B

Parcel 2

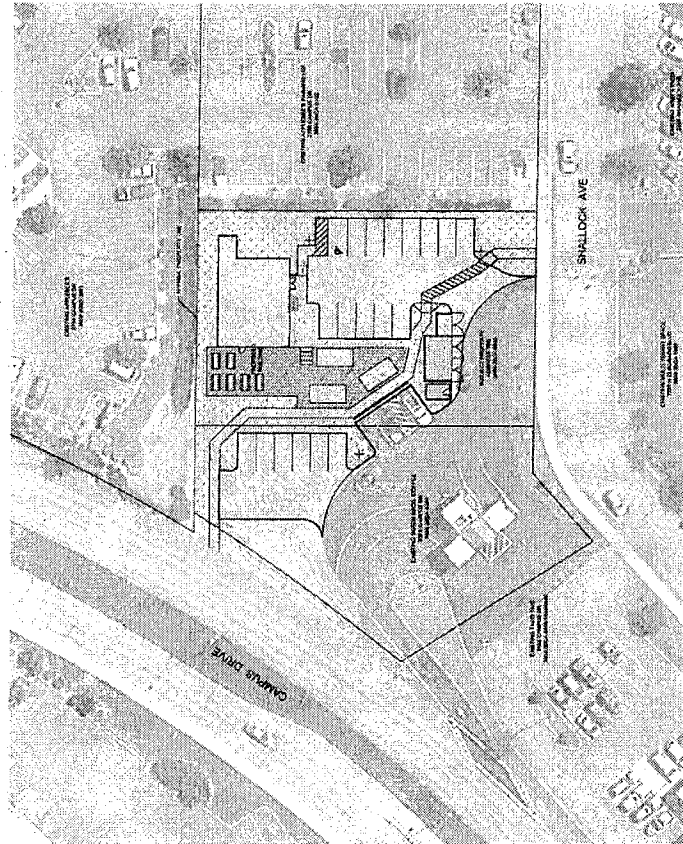
Lot 21, Block 1, REPLAT NO. 1 OF A PORTION OF SUNNYSIDE ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXHIBIT C

Site Plan

KLAMATH BOTTLE SHOP

138S, R09E, NE1/4 SW1/4 SEC. 20, LOT 200
KLAMATH FALLS, OREGON



KLAMATH BOTTLE SHOP
138S, R09E, NE1/4 SW1/4 SEC. 20, LOT 200
KLAMATH FALLS, OREGON

PLANNING SUMMARY THE SITE IS LOCATED IN THE NORTHWEST CORNER OF THE 1/4 SECTION 20, T138S, R09E, NE1/4 SW1/4 SEC. 20, LOT 200, Klamath Falls, Oregon. THE SITE IS CURRENTLY UNDEVELOPED. THE PROPOSED DEVELOPMENT IS A 10,000 SQ. FT. BOTTLE SHOP WITH A 100 CAR PARKING LOT. THE PROPOSED DEVELOPMENT IS A 10,000 SQ. FT. BOTTLE SHOP WITH A 100 CAR PARKING LOT. THE PROPOSED DEVELOPMENT IS A 10,000 SQ. FT. BOTTLE SHOP WITH A 100 CAR PARKING LOT.	PROJECT: Klamath Bottle Shop	PLANNING SUMMARY: The site is located in the northwest corner of the 1/4 section 20, T138S, R09E, NE1/4 SW1/4 SEC. 20, LOT 200, Klamath Falls, Oregon. The site is currently undeveloped. The proposed development is a 10,000 sq. ft. bottle shop with a 100 car parking lot. The proposed development is a 10,000 sq. ft. bottle shop with a 100 car parking lot.	DATE DESCRIPTION: AREA: SITE PLAN & PLANNING SUMMARY	DATE: 11/11/10	ISSUED BY: Klamath Falls, OR	1 of 3
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