

SALE AND JOINT USE AGREEMENT

Parties: Paul J. Johnson and Susan S. Johnson, husband and wife, hereafter "Johnson."

Brad Mulvihill and Lolly Tweed husband and wife, hereafter known as "Mulvihill/Tweed."

Carl and Clara E. Bojanowski, husband and wife, hereafter known as "Bojanowski."

Charles and Mariam Stein, husband and wife, hereafter known as "Stein."

RECITALS:

A. Mulvihill/Tweed and Johnson and Bojanowski have purchased a cabin and guest cabin located on Lot 3, Tract X of the Odell Lake Recreational Unit in the Deschutes National Forest, hereafter the "Cabin" and "Guest Cabin."

B. Mulvihill/Tweed and Bojanowski desire to have the primary use and occupancy of the Cabin, and Johnson wishes to have primary use and occupancy of the Guest Cabin.

C. The parties desire to make arrangements concerning the use and maintenance of the respective cabins and restrict the right of each party to sell their respective interests in the cabins.

AGREEMENT

Now, therefore, in consideration of the mutual promises contained herein, the parties hereto agree to the following:

1. Mulvihill/Tweed and Bojanowski shall have the primary right to use and occupy the Cabin. Johnson shall have the primary right to use the guest Cabin.

2. Bojanowski has purchased one half share interest in the Cabin from Stein. Mulvihill/Tweed and Johnson hereby consent to and approve of the purchase.

3. The parties acknowledge that none has an ownership interest in the real property upon which the Cabin and Guest Cabin are located and none is conveying any interest in real property to the other. Mulvihill/Tweed is the permit holder of a Term Special Use Permit for Recreation Residence issued by the United States Department of Agriculture, Forest Service, which permit authorizes Mulvihill/Tweed to use the parcel on which Cabin and Guest Cabin are situated for a recreation residence for personal recreation use. Since Stein has sold his interest in the Cabin to Bojanowski, Johnson and Mulvihill/Tweed agree the Permit shall be put in Mulvihill/Tweed's name. The parties acknowledge the the Permit will remain in Mulvihill/Tweed's name. If Mulvihill/Tweed sell their share in the Cabin,

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the Forest Service Permit shall be put in either Bojanowski's name or Johnson's name or the name of a new party, agreed by mutual agreement. All parties agree to comply with all the terms and conditions of said permit, including any which may be hereafter imposed. In the event said Permit is terminated and if the federal government elects to purchase the Cabin and/or Guest Cabin, or if the federal government elects to remove the Cabin and /or Guest Cabin and either is damaged as a result of any such removal, any amounts paid by the government as consideration for the Cabin shall be allocated to Mulvihill/Tweed and Bojanowski, and any amounts paid as consideration for the Guest Cabin shall be allocated to Johnson.

4. Each party agrees to maintain the cabin they are primarily occupying in good condition and repair and neither shall make any alterations or improvements to the exterior thereof without first obtaining the consent of the other. Mulvihill/Tweed and Bojanowski shall be responsible for all costs of repairing and maintaining the Cabin, and Johnson shall be responsible for all costs of maintaining and repairing the Guest Cabin. All parties are responsible for the cost of maintaining and repairing the common areas and items, such as septic tank repair, water pump repair and dock repair or modification, on a percent of cost-basis of 54.2 % to Mulvihill/Tweed and Bojanowski and 45.8% to Johnson.

5. The parties will be responsible for all expenses incurred to operate and maintain the cabin they are occupying. Shared expenses, including permit fees and taxes, shall be paid in share percentages as indicated in item 4 above.

6. Except in cases of emergency, repairs to the common areas, i.e., the dock, must be agreed upon by the parties and no work may be commenced nor material purchased without the express consent of the other parties. If one party (or guests of one party) causes damages to the common area, the party who caused (or whose guest caused) the damage shall be responsible for the costs of making necessary repairs.

7. The overriding concern or philosophy of the Agreement is to allow an environment wherein the parties can enjoy with each other the joys and benefits of Odell Lake and respect the privacies, wishes, and concerns of each other. Each party is responsible for maintaining the cabin they are occupying in good condition. The exterior of the cabins shall be kept clean. Wood shall be stacked away from the cabins and personal property shall be stored out of sight when the cabins are not being used.

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8. Each party agrees to keep the cabins which they are primarily occupying, and all improvements located therein, insured for fire and other casualty covered by a standard policy of fire insurance with extended coverage endorsements. Each party shall indemnify and defend the others from any claim, loss or liability arising out of or related to any activity of either or their guests with respect to the use of the cabins and common property. The parties shall, either jointly or separately, maintain premises liability insurance in a responsible company with coverage for the injury to persons and damage to property with limits to be agreed upon by the parties. Such insurance shall cover all risks arising directly or indirectly out of the use and occupancy of the property.

9. If either Mulvihill/Tweed or Bojanowski or Johnson desire to sell their interest in the cabins, they shall first give written notice to the other parties who then shall have ninety (90) days after the receipt of such notice to purchase the other party's interest.

10. The purchase price of the interest in the cabins shall be the "value" of the cabins, less any unpaid taxes, permit fees, or other charges or encumbrances against the property. For the purposes of this agreement the "value" of the cabins shall be the price at which they could be sold to a willing and qualified buyer considering the market conditions prevailing at the time of the proposed sale and shall be determined as follows:

If a value has not been agreed upon within ninety (90) days before the date of any proposed sale, the purchase price for each party's interest shall be determined by an appraisal or opinion of value. The parties shall jointly select a qualified appraiser or realtor to make the appraisal or opinion of value. If the parties cannot jointly select the person to make the appraisal, each party shall select a qualified realtor or appraiser and the three parties thus selected shall select a fourth realtor or appraiser shall then make the appraisal. Any expense incurred in obtaining the appraisal shall be paid for by the parties equally.

11. If the party to whom the offer to sell is made does not accept said offer and complete the purchase of the other party's interest in the cabins within the time allowed in Section of 9 of this Agreement, the party desiring to sell shall be free to sell his interest to any third party at such price and on such terms as the selling party may be able to obtain; provided, however, that such third party (the new owner of the selling party's interest) shall be first approved of in writing by the non-selling parties and shall also be required to become a party to this Agreement.

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12. No party shall allow any encumbrances to be placed against the cabins and shall be responsible for any encumbrances which either has individually placed without the consent of the other party.

13. Pets shall be allowed as long as their habits, behavior and noise is not offensive to the parties.

DATED this 13 day of November 1998.

Brad Mulvihill
Brad Mulvihill

Lolly Tweed
Lolly Tweed

Paul Johnson
Paul Johnson

Susan Johnson
Susan Johnson

Carl Bojanowski
Carl Bojanowski

Clara E. Bojanowski
Clara E. Bojanowski

On this 13th day of November appeared Carl & Clara Bojanowski whom I personally know and did sign before me the above sale and joint use agreement.

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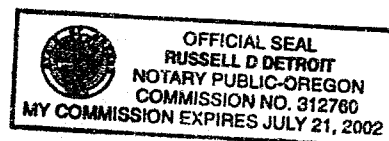
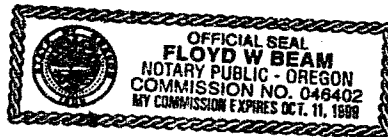
Charles W Stein
Charles W Stein

Mariam M. Stein
Mariam M Stein

State of Oregon
County of Deschutes

Signed of attested before me on November 9, 1998 by Charles W Stein and Mariam M Stein.

Russell D Detroit
Russell D Detroit, Notary Public for Oregon State
My Commission Expires July 21, 2002



STATE OF OREGON)
) SS.
 COUNTY OF DESCHUTES)

On this 10th day of November, 1998, before me personally appeared Paul J. Johnson & Susan S. Johnson, To me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

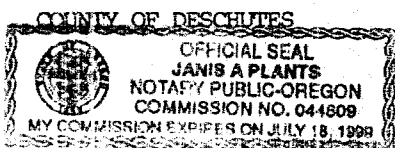
Janis A. Plants
 (signature)

Janis A. Plants

Notary Public for the State of Oregon

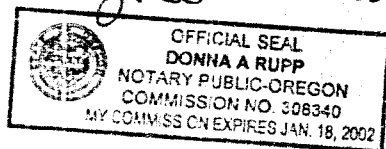
My commission expires: 7-18-99

STATE OF OREGON



On the 13th day of November, 1998, before me personally appeared Brad Mulvihill & Lolly Tweed, To me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as their free act and deed.

Notary Public for the state of Oregon
Donna A. Rupp
 My Commission Expires Jan 18, 2002



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Brad Mulvihill the 15th day
 of December A.D., 1998 at 10:57 o'clock A. M., and duly recorded in Vol. M98
 of Deeds on Page 45741

Return: Brad Mulvihill Bernetha G. Letsch, County Clerk
 2909 N.E. Laurel Oak Dr. By Kathleen Brown
 Bend, Or. 97701

FEE \$50.00