

Achim Bassler  
3927 S. Sixth St.  
K. Falls, OR. 97603

MTC 48777-KR

AGREEMENT CONCERNING THE JOINT USE  
AND MAINTENANCE OF A PARKING LOT

DATED: August 18, 1999.

PARTIES: Millennium Group, L. L. C.,  
an Oregon Limited Liability Company

("Millennium")

AND: Achim Bassler and Arlette Bassler,  
husband and wife

("Bassler")

RECITALS:

A. Millennium is the owner of a parcel of real property situated in Klamath County, Oregon described as Lots 85 through 98, Balsiger Tracts

B. Bassler is the owner of a parcel of real property situated in Klamath County, Oregon described as Lots 81 through 84, Balsiger Tracts, and is the sole shareholder of A. B., Inc. which is the owner of Lots 77 through 80, Balsiger Tracts, all of which is considered as the Bassler property.

C. Millennium and Bassler desire to jointly reserve Lots 81 through 86, Balsiger Tracts for parking of motor vehicles for the benefit of their remaining properties.

D. The parties hereto desire to enter into this Joint Use and Maintenance Agreement of a Parking Lot for their mutual benefit as follows:

AGREEMENT:

**Grant of Cross Easements.** Millennium conveys to Bassler, their heirs, successors, and assigns, a perpetual non-exclusive easement for the purpose of the parking of motor vehicles on and across the property of the Millennium, more particularly described as: Lots 85 and 86, Balsiger Tracts, Klamath County, Oregon and Bassler conveys to Millennium, its heirs, successors, and assigns, a perpetual non-exclusive easement for the purpose of the parking of motor vehicles on and across the property of the Bassler, more particularly described as: Lots 81, 82, 83 and 84, Balsiger Tracts, Klamath County, Oregon.

The terms of these easements are as follows:

1. **Purpose of Easement.** The Grantee of each easement, their agents, independent contractors and invitees shall use the easement only for the parking of motor vehicles by tenants, customers and employees of the adjoining premises and in conjunction with such use may construct, reconstruct, maintain and repair the parking lot.

2. **Rights Reserved to Grantor.** The Grantor of each easement shall reserve the right to use, construct, reconstruct, strip and maintain the parking lot located upon the easement. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the others, however, in case of conflict, Grantors' right of use shall be dominant.

3. **Obligation to Repair and Maintain.** The parties agree that they will from time to time jointly reconstruct, strip and maintain the joint use parking lot, however, neither party shall be obligated to the other to reconstruct, strip or maintain the parking lot. In the event one party desires to make improvements to the parking lot and the other party does not so desire to make such improvements, the party making the improvements shall do so at their own cost and expense.

4. **Indemnification.** Each Grantee agrees to indemnify and defend the other party from any loss, claim or liability to the other party arising in any manner out of Each Grantee's use of the easement. Each Grantee assumes all risks arising out of their use of the easement and the other party shall have no liability to the Grantee or others for any condition existing thereon.

5. **To Run with the Land.** This cross easement is appurtenant and for the benefit of the real property owned by each Grantee and shall run with the land of each Grantee herein above described. All of the adjoining property of Millennium shall have the use and benefit of all of Lots 81 through 86, Balsiger Tracts for purposes of parking of motor vehicles as herein described and all of the adjoining property of Bassler shall have the use and benefit of all of Lots 81 through 86, Balsiger Tracts for purposes of parking of motor vehicles as herein described.

6. **Perpetual Easement.** This easement shall be perpetual and shall not terminate for periods of non-use by either Grantee. Said easement may be terminated upon written agreement by the parties hereto, their heirs, successors and assigns.

7. **Subject to Prior Easements and Encumbrances.** This easement is granted subject to all prior easements or encumbrances of record.

8. **Miscellaneous Provisions.**

8.1 **Choice of Law.** This Lease agreement shall be interpreted and construed and governed by the laws of the State of Oregon.

8.2 **Attorney Fees.** If suit or action is instituted in connection with any controversy arising from this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

8.3 **Non-Waiver.** Waiver by either party of strict performance of any provision of the Agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

8.4 **Recordation.** Either party may record this Agreement.

33601

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 2<sup>nd</sup> day of August 1999.

Millennium Group, L.L.C.

By: Mark R. Wendt  
Mark R. Wendt, Member

Achim Bassler  
Achim Bassler

By: Frank M. Reskin  
Frank M. Reskin, Member

Arlette Bassler  
Arlette Bassler

STATE OF OREGON )  
 ) ss. August 2, 1999.  
County of Klamath )

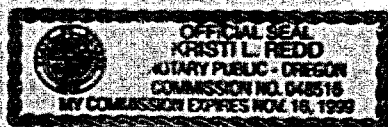
Personally appeared the above-named Mark R. Wendt and Frank M. Reskin and acknowledged the foregoing instrument to be the voluntary act and deed of the Millennium Group, L.L.C. and that they are authorized to execute this instrument on behalf of the Limited Liability Company. Before me:



Kristin L. Redd  
Notary Public for Oregon  
My Commission expires: 11/16/99

STATE OF OREGON )  
 ) ss. August 2, 1999.  
County of Klamath )

Personally appeared the above-named Achim Bassler and Arlette Bassler and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Kristin L. Redd  
Notary Public for Oregon  
My Commission expires: 11/16/99

State of Oregon, County of Klamath  
Recorded 8/19/99, at 3:28 p.m.  
In Vol. M99 Page 33599  
Linda Smith,  
County Clerk Fee \$ 40 - 81