

*AMT 47894LR* EASEMENT  
and SHARED PARKING AGREEMENT

DATE: August 18, 1999

PARTIES: JOHN C. GRETLEIN and CATHERINE L. GRETLEIN, as tenants by the entirety, as to an undivided 17/24ths interest, and WILLIAM C. FRIDINGER and GRETCHEN M. FRIDINGER, with right of survivorship, as to an undivided 7/24ths interest (hereinafter jointly and severally "Grantors") own 100% of the parcels described as Parcel A in the description attached hereto and incorporated herein by this reference, and

DoubleDown Investments LLC, an Oregon Limited Liability Company (hereinafter "Grantee"), owns 100% of the parcel described as Parcel B in the description attached hereto and incorporated herein by this reference, having acquired such property from Grantors.

RECITALS:

A. Grantee owns 100% of the property described on Parcel B which has been developed as a Burger King Restaurant, at 5441 S. 6<sup>th</sup> Street, Klamath Falls, Oregon.

B. Grantors own 100% of the commercially developed property described on Parcel A located immediately adjacent to Grantee's restaurant.

C. Grantors and Grantee wish to reserve certain easements for the future use and operation of both Parcels A and B.

AGREEMENTS:

SECTION 1. GRANT OF EASEMENT/ESTABLISHMENT OF RIGHT-OF-WAY

Grantors and Grantee grant and convey to the owners of Parcels A and B a permanent, mutual and reciprocal easement and mutual right-of-way for the joint use of the designated customer parking spaces constructed on Parcels A and B, unless the owners of Parcels A and B may, by mutual agreement, restrict parking or ingress and egress within the joint parking area for certain employees or customers. The area dedicated to customer parking spaces shall be used for parking and for vehicular and pedestrian ingress and egress, and for the installation of public utilities serving buildings constructed on Parcels A and B. Use of the customer parking spaces shall be on a regular,

continuous, non-exclusive, non-priority basis, benefitting the owners of both Parcels A and B, their successors, assigns, lessees, mortgagees, invitees, guests, customers, agents and employees.

## SECTION 2. MAINTENANCE AND REPAIR/TAXES AND INSURANCE

2.1 The tenants of Parcels A and B shall each be responsible for any necessary repairs to the pavement, sidewalks or lighting serving the customer parking area for the parcel they occupy. Repair and maintenance of public utilities located within the customer parking area shall be the responsibility of the Parcel benefitting from the repair or maintenance of the utility. If the public utility being repaired or maintained serves both Parcels A and B, the cost of repairs or maintenance shall be equally divided between them.

2.2 The owners of Parcel A shall be responsible for all real property taxes assessed against Parcel A, and the owners of Parcel B shall be responsible for all real property taxes assessed against Parcel B.

2.3 Both of the owners of Parcels A and B shall cause the customer parking area to be covered by their individual policies of liability insurance covering their use of their respective properties, and each party shall save and indemnify the other free and harmless from any damage, cost, or liability arising out of the use of the customer parking area for the benefit of such party.


## SECTION 3. EFFECT OF THE AGREEMENT

The easement granted hereunder shall run with the land as to all property burdened and benefitted by such easement, including any subsequent division or partition of such property. The rights, covenants and obligations contained in this agreement shall bind, burden and benefit each party's successors and assigns, lessees, mortgagees, or beneficiaries under a deed of trust.

  
John C. Gretlein

  
Catherine L. Gretlein

  
William C. Fridinger

  
Gretchen M. Fridinger

34220

DoubleDown Investments LLC,  
an Oregon Limited Liability Company

By: *Daniel J. Zakour*  
Dan Zakour, Member

~~Iowa~~  
STATE OF OREGON )  
County of ~~Klamath~~ *Polk* ) ss.

Personally appeared the above-named JOHN C. GRETLEIN and CATHERINE L. GRETLEIN, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

*Amy Bryan*  
Notary Public for Oregon ~~Oregon~~ *Iowa*  
My Commission Expires: *3-11-01*



STATE OF OREGON )  
County of Klamath ) ss.

Personally appeared the above-named WILLIAM C. FRIDINGER, and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

*Kristi L. Redd*  
My Commission  
Expires: 11/16/99

*Amy Bryan*  
Notary Public for Oregon ~~Oregon~~ *Iowa*  
My Commission Expires: *3-11-01*



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STATE OF OREGON )

County of Klamath )

ss.



Personally appeared the above-named GRETCHEN M. FRIDINGER, and acknowledged the foregoing instrument to be her voluntary act and deed.

*Kristi L. Redd*  
My Commission Expires:  
11/16/99

BEFORE ME:

*Amy Bryan*  
Notary Public for Oregon  
My Commission Expires: 3-31-01

STATE OF OREGON )

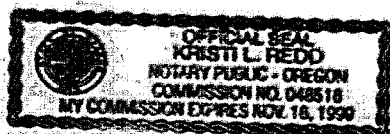
County of Jackson *Klamath* )

ss.



*DANIEL J.* The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of August, 1999, by DANZAKOUR, member of DoubleDown Investments LLC, an Oregon Limited Liability Company, on behalf of the company.

BEFORE ME:



*Kristi L. Redd*  
Notary Public for Oregon  
My Commission Expires: 11/16/99

**PARCELA:**

Tract No. 5, PLEASANT HOME TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath Falls, Oregon; EXCEPTING THEREFROM, that portion conveyed to the State Highway Commission by instrument recorded in Volume 353, page 524, Deed Records of Klamath Falls, Oregon.

Tract No. 6, PLEASANT HOME TRACTS NO. 2, in the County of Klamath, State of Oregon; EXCEPTING THEREFROM that portion conveyed to the State of Oregon by Deed Volume 353, at page 522, Deed Records of Klamath County, Oregon.

Tract No. 7, PLEASANT HOME TRACTS NO. 2, in the County of Klamath, State of Oregon; EXCEPT that portion conveyed to the State of Oregon, by and through its State Highway Commission, by Deed recorded May 6, 1964, in Book 352, page 579, Deed Records of Klamath County, Oregon.

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**PARCEL B:**

Tract No. 4, PLEASANT HOME TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath Falls, Oregon; **EXCEPTING THEREFROM**, that portion conveyed to the State of Oregon, by and through its State Highway Commission by instrument recorded August 28, 1964, in Volume 355, page 578, Deed Records of Klamath County, Oregon

State of Oregon, County of Klamath  
Recorded 8/24/99, at 3:42 p.m.  
In Vol. M99 Page 34218

Linda Smith  
County Clerk

Fee \$ 55 *RA*