

M06-11259

Klamath County, Oregon

06/02/2006 03:06:24 PM

Pages 6 Fee: \$46.00

**PREPARED BY AND UPON
RECORDING RETURN TO:**

mtc-702681
70269

Timothy J. Berry, Esq.
Pilot Travel Centers LLC
5508 Lonas Road
Knoxville, TN 37909

PTC No. 133
Address: 109450 Hwy. 97
Chemult, OR

PARKING EASEMENT

Date: Effective May 31, 2006

Grantor: Pilot Travel Centers LLC, a Delaware limited liability company

Grantor's Mailing Address: 5508 Lonas Road, Knoxville, Tennessee 37909

Grantee: Renee Joy Brown, d/b/a Wheel Cafe

Grantee's Mailing Address: 109340 Hwy. 97, Chemult, OR 97731, ATTN: Renee Brown

Dominant Estate Property: That certain tract of land in Klamath County, Chemult, Oregon, described as Lot 4, Block 7 ORIGINAL TOWN OF CHEMULT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon (Tax Account No. 2708-021CB-004400-000) (the "Dominant Property"); and

Servient Estate Property: That certain tract of land in Klamath County, Chemult, Oregon, described as Lots 1 and 2, Block 6 ORIGINAL TOWN OF CHEMULT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon (Tax Account No. 2708-021CB-003800-000) (the "Servient Property"); and

Easement Property: That certain piece or part of the Servient Property, and adjacent or contiguous property comprising the Pilot Travel Center, Chemult, Oregon sufficient to allow parking for the overflow parking of the customers of the Wheel Café in accordance with the Easement Grant below.

Easement Purpose: This is an easement on the Servient Property for Grantee's use as overflow parking for guests to the Wheel Café.

46.00

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Grant of Easement: Grantor does hereby grant, sell, bargain and convey to Grantee a non-exclusive easement on the Servient Estate Property for parking on the Easement Property but only for such customers and only for so long as they are customers in the Wheel Café and in no event to exceed two (2) hours at any one time for any one vehicle; along with rights of ingress and egress across the Servient Estate Property for the Easement Purpose and for the non-exclusive use by Grantee and Grantee's customers to the sole benefit of Grantee and Grantee's successors, together with all and singular the rights and appurtenances thereto in any way belonging to the Grantee (collectively, the "Easement"), to have and to hold the Easement to Grantee.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. The Easement is appurtenant to and runs with all or any portion of the Servient Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Servient Estate Property. The Easement is non-exclusive to Grantee. The Easement is perpetual, so long as Grantee or Grantee's successor is the owner or operator of the business known as the Wheel Café or other similar type of sit down restaurant concept on the Dominant Estate Property, but it is subject to termination, pursuant to Section 2 below, by Grantor. This Easement is subject to amendment by Grantor and the Easement Property may be changed or redefined from time-to-time, at Grantor's sole discretion, to meet Grantor's changing development needs for the Servient Estate Property. Grantor commits to provide Grantee no less than thirty (30) days prior written notice of any amendment and/or redefinition of the Easement Property.

2. The Easement granted herein shall terminate upon Grantor's thirty (30) days written notice to Grantee or Grantee's successor in the event that; (1) use of the easement by Grantee or Grantee's successors and customers does not conform to the terms and conditions of the Easement; (2) in the event that Grantee's guests and/or patrons pose a threat or hazard to Grantor's guests and/or patrons; (3) Grantee's or Grantee's successor's guests and/or patrons unnecessarily obstruct or impede Grantor's operation of its business and/or prevents Grantor's guests and/or patrons safe and clear access to the Travel Center; or (4) Grantee, Grantee's successor, Grantee's guests and/or Grantee's successor's guests and/or patrons demonstrate a repeated pattern of destructive behavior to the Easement Property and/or personal property of Grantor.

3. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Grantee or Grantee's successor. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Grantee and the right to convey to others the

right to use all or part of the Easement in conjunction with Grantee, as long as such further conveyance is subject to the terms of this Agreement and the other users agree to bear a proportionate part of the costs of improving and maintaining the Easement.


4. This Agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

5. This Agreement will be construed under the laws of the state of Oregon, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

6. BY ACCEPTANCE OF THIS EASEMENT, GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS PILOT TRAVEL CENTERS LLC, ITS SUBSIDIARIES, AFFILIATES AND RELATED ENTITIES, FROM AND AGAINST ANY CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE, INCLUDING CLAIMS ALLEGING NEGLIGENCE IN WHOLE OR IN PART OF GRANTOR AND WHICH ARISE FROM OR BASED UPON USE OF THE EASEMENT.

7. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

GRANTOR:
PILOT TRAVEL CENTERS LLC

By: 
Printed: Mitchell D. Steenrod
Its: Authorized Representative



GRANTEE:
RENEE JOY BROWN

By: See attached
Printed: Renee Joy Brown
Its: Individually

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PILOT TRAVEL CENTERS LLC

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Printed: Mitchell D. Steenrod
Its: Authorized Representative



GRANTEE:
RENEE JOY BROWN

By: 
Printed: Renee Joy Brown
Its: Individually

STATE OF TENNESSEE)
)SS.
COUNTY OF KNOX)

Personally appeared before me, a Notary Public of the State and County aforesaid, Mitchell D. Steenrod, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Authorized Representative of Pilot Travel Centers LLC, the within named bargainor, and that as such, Authorized Representative being duly and fully authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Authorized Representative.

WITNESS my hand and official seal.

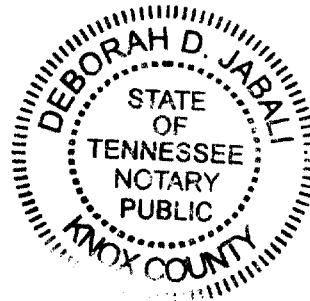
This the 1st day of June, 2006.



Notary Public

My Commission Expires:

My commission expires Aug. 11, 2009

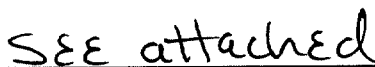


STATE OF OREGON)
)SS.
COUNTY OF _____)

Personally appeared before me, a Notary Public of the State and County aforesaid, Renee Brown, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her individual capacity, the within named bargainor, and that as such, individually being duly and fully authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of herself.

WITNESS my hand and official seal.

This the ____ day of June, 2006.



Notary Public

My Commission Expires:

State of Oregon

County of KLAMATH

On this 1st day of JUNE, 2006, personally appeared before me the
above named RENEE JOY BROWN, and
acknowledged the foregoing instrument to be her voluntary act and deed.

WITNESS My hand and official seal.

Pamela J Spencer

Notary Public for Oregon

My Commission expires: 8/16/2008

