2007-011860 Klamath County, Oregon

When recorded return to:	)	S <sub>j</sub> re	000261162007001186001001	
Rhine-Cross Group, LLC. 430 Walnut Avenue PO Box 909 Klamath Falls, OR 97601	)		7/02/2007 01:59:04 PM	Fee: \$66.00

#### RECIPROCAL EASEMENT AND SHARED PARKING AGREEMENT

Date:

June 6, 2007

SHREEJI MANAGEMENT:

SHREEJI MANAGEMENT LLC

4061 South Sixth Street Klamath Falls, OR 97601

PATEL:

PRAKASH PATEL AND PARESH PATEL,

Not as tenants in common but with the right

of survivorship PO Box 41160 San Jose, CA 95160

#### **RECITALS:**

- A. Shreeji Management is the owner of certain real property located in Klamath County, Oregon, more particularly described and shown on the attached Exhibit "A". The Shreeji Management property shall hereafter be referred to as "South Parcel".
- B. Patel is the owner of the property described and shown on the attached Exhibit "A", which shall hereafter be referred to as the "North Parcel".
- C. The parties desire to grant to each other reciprocal perpetual, nonexclusive easements on the parcels under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter set forth:

1. Shreeji Management grants and conveys to Patel, its successors and assigns as the owner of the North Parcel, for benefit of Patel, its tenants, customers, invitees,

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employees, agents, successors and assigns, and the customers, invitees and employees of such tenants, a non-exclusive, perpetual, appurtenant easement over and accross the paved portion of the South Parcel for pedestrian and vehicular ingress and egress and vehicular parking.

- 2. Patel grants and conveys to Shreeji Management, its successors and assigns as the owner of the South Parcel, for benefit of Shreeji Management, its tenants, customers, invitees, employees, agents, successors and assigns, and the customers, invitees and employees of such tenants, a non-exclusive, perpetual, appurtenant easement in over and accross the paved portion of the North Parcel for pedestrian and vehicular ingress and egress and vehicular parking.
- 3. Neither Shreeji Management nor Patel shall: (i) take or permit any action which causes the easements granted hereby to be dedicated for public use or maintenance, or (ii) locate or permit any fence or other barrier which would unreasonably prevent or obstruct the passage of pedestrian or vehicular travel for the purposes herein permitted within or across the easement areas, provided however, that the foregoing provision shall not prohibit maintenance activities or the installation of convenience facilities (such as mailboxes, public telephones, benches or public transportation shelters), of landscaping berms or planters, nor of limited curbing and other forms of traffic controls. In no case shall the installation of convenience facilities, landscaping, berms, planters, nor limited curbing or other forms of traffic control interfere with the ability of Shreeji Management's or Patel's tenants to utilize their property whether for the convenience of their customers and for the loading and unloading of goods or other articles.
- 4. Shreeji Management and Patel shall each bear the cost to maintain and repair the easement areas located on their respective land, and shall maintain or cause to be maintained the paved area located on its respective parcel(s) in a safe attractive condition and state of repair and in compliance with all applicable laws, rules, regulations, orders, and ordinances, and this Agreement.
- 5. This easement is appurtenant to the real property owned by Shreeji Management described and shown on Exhibit "A" and to the real property owned by Patel described and shown on Exhibit "A"; however, in the event that either property is partitioned, subdivided, or sold in more than one parcel, this easement shall remain appurtenant to each of the parcels created, and the owners of each of the parcels shall have the rights granted to Patel and Shreeji Management hereby.

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- 6. Each party warrants that it will defend the title and the other party's interest under this Agreement against any mortgage, tax lien, or construction lien claim affecting the property on which the easement is located which asserts priority over the interest of the other party under this Agreement and which is attributable to the party itself or its tenants.
- 7. No breach of the provisions in this Agreement shall defeat or render invalid the lien of any mortgage(s) or deed(s) of trust now or hereunder executed which affects the parties' respective interests pursuant to this Agreement; provided, however, that upon any sale under foreclosure of any mortgage(s) or under the provisions of any deed(s) of trust, any purchaser at such sale, and its successors and assigns, shall hold any and all property interest so purchased subject to all of the provisions of this Agreement.
- 8. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that owner may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.
- 9. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on appeal of such suit or action, and on any petition for review, in addition to all other sums provided by law.
- 10. Each party shall defend, indemnify and hold the other harmless from any claim, loss, liability or expense (including reasonable attorneys' fees) arising out of or in connection with the party's own negligence or failure to comply with the terms, restrictions and provisions of this Agreement.
- 11. This Agreement supersedes and replaces all written and oral agreements previously made or existing with respect to the matters set forth above.
- 12. This Agreement will be governed and construed in accordance with the laws of the state of Oregon.
- 13. Notices given under this Agreement shall be in writing and will be deemed given and effective when delivered in person to the other party three (3) business days after being deposited in the U.S. Mails, postage prepaid, and sent by registered or certified mails to the other party's address for notices. Each party shall give notice to each other party of its address for notice by written notice to the other party. In the absence of such notice of a party's address for notice purposes, any notice under this Agreement may be given to the address to which property tax statements are delivered by the taxing authority.

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- 14. Except as otherwise set forth herein, this Agreement may not be modified, amended, or terminated except by the written agreement of both parties. A party may waive one or more of its rights under this Agreement in writing signed by the party, and such writing need not be recorded. Otherwise, no modification or amendment of any provision of this Agreement shall be binding unless signed by both parties and recorded in the real property records of the County in which the Development is located.
- 15. The easement herein established shall be perpetual, shall run with the land and be binding upon the parties, their heirs, successors and assigns.
- 16. Except as otherwise expressly herein provided, nothing herein contained shall be deemed to be a gift or dedication of any portion of the property or of any portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges, or immunities of any owner hereto shall inure to the benefit of any third-party, not shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.
- 17. Whenever performance is required of any owner hereunder, that owner shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by any reason of act of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of the owner, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this section shall not operate to excuse any owner from the prompt payment of any monies required by this Declaration.
- 18. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.
- 19. In all situations arising out of this Agreement, all owners shall attempt to avoid and minimize the damages resulting from the conduct of any other owner. Each owner hereto shall take all responsible measures to effectuate the provisions of this Agreement.
- 20. It is expressly agreed that no breach of this Agreement shall (i) entitle any owner to cancel, rescind or, otherwise terminate this Agreement, or (ii) defeat or render
- Page 4 RECIPROCAL EASEMENT AND MAINTAINANCE AGREEMENT

invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the property. However, such limitation shall not affect in any manner any other rights or remedies which an owner may have hereunder by reason of any such breach.

- 21. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when executed and delivered shall together constitute one and the same instrument.
- 22. Each owner shall, in timely fashion, take all actions and execute, with acknowledgement or affidavit if required, any and all documents, amendments, and other writings, including but not limited to amendments to this Agreement and grants of purposes and objectives of this Agreement.

IN WITNESS WHEREOF, the foregoing was executed the day and year first above written.

SHREEJI MANAGEMENT LLC
By: Prakosh fold
Its: Manager
PRAKASH PATEL AND PARESH PATEL,
NOT AS TENANTS IN COMMON BUT WITH THE RIGHT OF SURVIVORSHIP
By: Arakash Palal fronts

[Notary acknowledgements on following page.]

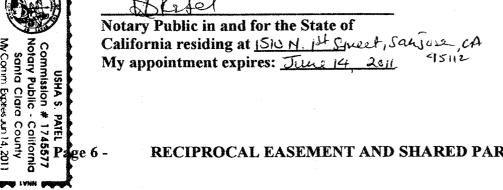
Its: Parkner

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STATE OF CALIFORNIA	)
	)ss.
County of Santa Claya	
a us other	f June, 2007, before me, the undersigned, a Notary
Public in and for the State of Calif	ornia duly commissioned and sworn, personally
appeared Pralcage later	to me known to be the Manager of
Shreeji Management, LLC., Not a	s tenants in common but with the right of survivorship,
	strument, and acknowledged the said instrument to be
•	ed of said corporation, for the uses and purposes therein
•	•
	t he or she was authorized to execute the said instrument
and that the seal of said corporation	on.
Witness my hand and offici	ial seal hereto affixed the day and year above written.
Tholes	
Notary Public in and for th	e State of USHA 8. PATEL
California residing at 151	Commission # 1745877
Surviva and residing at 191	CAN SERVED NOTORY Public - California

STATE OF CALIFORNIA	)
County of Santa Clava	)ss.
On this 19th day	y of June, 2007, before me, the undersigned, a Notary
Public in and for the State of Ca	alifornia duly commissioned and sworn, personally
appeared:	to me known to be theef
Prakash Patel and Paresh Patel	, Not as tenants in common but with the right of
survivorship, that they executed	the foregoing instrument, and acknowledged the said
instrument to be the free and vo	pluntary act and deed of said corporation, for the uses and
	d on oath stated that he or she was authorized to execute
the said instrument and that the	

Witness my hand and official seal hereto affixed the day and year above written.



My appointment expires: Tune 14 2011.



Santa Clara County

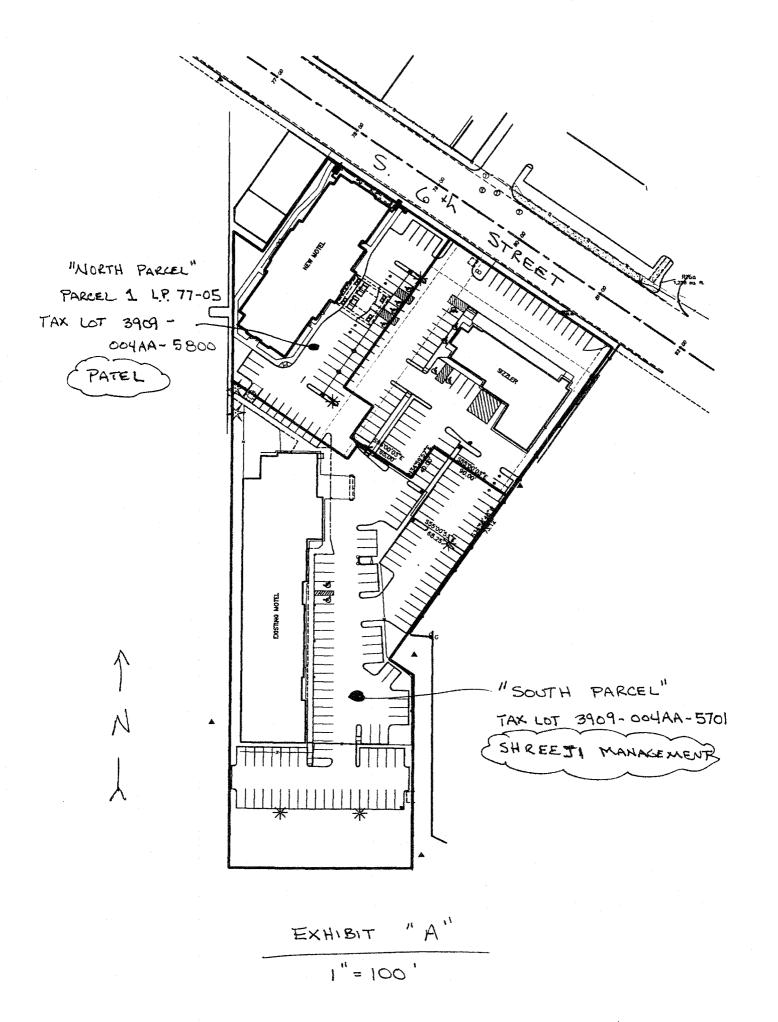
RECIPROCAL EASEMENT AND SHARED PARKING AGREEMENT

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State of California.				
County of Santa clara	<u>-</u>			
On Tuesday 10th Suco 07 before	eme, Isla 5 latel			
Personally appeared Protose	Potel			
personally known to me – OR - p  USHA S. PATEL Commission # 1745577 Notary Public - California Santa Clara County My Comm. Expires Jun 14, 2011	roved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and by that his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.			
•-	WITNESS my hand and official seal.  SIGNATURE OF NOTARY			
	OPTIONAL			
Though this data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.  CAPACITY CLAIMED BY SIGNER  DESCRIPTION OF ATTACHED				
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# **EXHIBIT "A"**

1"=100'



### **EXHIBIT B**

# Legal Description

A tract of land situated in the NE1/4 of Section 4, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Parcel 1 of Land Partition 77-05 (North Parcel) and Parcel 2 of Major Land Partition 3-P-89 (South Parcel).

Containing approximately 3.1 acres.