

2008-000690

Klamath County, Oregon



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01/16/2008 11:57:35 AM

Fee: \$31.00

### SHARED USE PARKING AGREEMENT

This Agreement is entered into this 16th day of January 2008 by and between JoAnn and Earl Basso, hereinafter referred to as the First Party, and JoAnn and Earl Basso, hereinafter referred to as the Second Party.

WHEREAS, First Party is owner of the following described real property, hereinafter referred to as the First Property:

Legal Description: T36S, R12EWM, Block Section 14, Tract Portion Lot 29, 0.43 acres  
Map Tax ID Number: R-3612-014C0-02100  
Street Address: 42615 Highway 140 East

WHEREAS, Second Party is owner of the following described real property, hereinafter referred to as the Second Property:

Legal Description: T36S, R12EWM, Block Section 14, Tract Portion Lot 29, 0.58 acres and 0.85 acres  
Map Tax ID Number: R-3612-014C0-02400 & 02500  
Street Address: 42735 Highway 140 East

WHEREAS, Klamath County has approved the operation of a restaurant on the First Property under Basso's Bighorn Bar & Grill, hereinafter known as the restaurant; and whereas, the existing hotel on the Second Property; and is contiguous with the first property (as shown in "Exhibit A").

WHEREAS, Section 68.020 of the KCLDC requires a joint parking agreement and based upon the limited parking available on the First Property for the restaurant and the existing established and proposed parking spaces on the Second Property for the existing hotel; it has been deemed beneficial for the restaurant on the First Property to utilize a portion of the existing and proposed parking spaces on the Second Property.

NOW THEREFORE, In consideration of the foregoing recitals and the conditions and obligations set forth herein:

### THE PARTIES HERETO AGREE AS FOLLOWS:

Available parking spaces located on the Second Property may be used by clients of the restaurant when deemed necessary by the First Party.

Except for the above-stated rights, the First Party shall have the full use and control of the First Property, and the Second Party shall have the full use and control of the Second Property.

The First Party agrees to hold and save the Second Party harmless from any and all claims made by clients of the restaurant relating to the allowed use of the Second Property as herein granted. Conversely, the Second Party agrees to hold and save the First Party harmless from any and all claims made by clients of the hotel relating to the allowed use of the Second Property as herein granted.

So long as the restaurant and hotel are in operation, both the First Party and Second Party, shall, in good faith, do their best to uphold this Agreement. If either of the two facilities is replaced by another, the applicable party may choose to terminate or amend this Agreement, if deemed necessary for the successful operation of the new facility. If either party sells their property to another party, this Agreement shall remain binding, with the replacement party automatically taking the place of the previous party, unless either party deems it necessary to terminate or modify this Agreement in writing.

**FIRST PARTY – JOANN AND EARL BASSO:**

By: Joann Basso Earl Basso

Dated: 1-16-08

STATE OF OREGON)

) ss.

County of Klamath )

This instrument was acknowledged before me this 16 day of January, 2008  
by Joann and Earl Basso



NOTARY PUBLIC FOR OREGON

Susan Marie Johnson

My commission expires:

3-27-2010

**SECOND PARTY – JOANN AND EARL BASSO:**

By: Joann Basso Earl Basso

Dated: 1-16-08

STATE OF OREGON)

) ss.

County of Klamath )

This instrument was acknowledged before me this 16<sup>th</sup> day of January, 2008  
by Joann and Earl Basso



NOTARY PUBLIC FOR OREGON

Susan Marie Johnson

My commission expires:

3-27-2010

**After Recording Return to:**

Klamath County Planning  
305 Main Street  
Klamath Falls, OR 97601

36 13 140

SEE MAP 38 12 14

