

Recording requested by and
when recorded, please return to:

Curt Baney, Inc.
475 NE Bellevue Drive, Suite 210
Bend, OR 97701
Attn: Curt Baney

DECLARATION OF RECIPROCAL EASEMENTS AND MAINTENANCE AGREEMENT

THIS DECLARATION OF RECIPROCAL EASEMENTS AND MAINTENANCE AGREEMENT (this "Declaration"), dated to be effective as of December 8, 2017 is made by CURT BANEY, INC., an Oregon corporation (hereafter, "Baney"). The following statements are a material part of this Declaration:

A. Baney is the owner of the four adjacent parcels of real property located in the S1/2NW1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, known as Parcel 1 of Land Partition 29 - 14 (the "Northwest Parcel"), Parcel 2 of Land Partition 29 - 14 (the "Southwest Parcel"), Parcel 2 of Land Partition 19-12 (the "Center Parcel"), and Parcel 3 of Land Partition 19-12 (the "East Parcel"), which are more particularly described in Exhibit A attached hereto and incorporated herein. The Northwest Parcel, the Southwest Parcel, the Center Parcel, and the East Parcel are sometimes hereinafter referred to collectively as the "Parcels."

B. Land Partition 12-10 recorded on December 22, 2010, in Volume 2010 - 014507, Records of Klamath County, Oregon ("LP 12-10") created a non-exclusive access and parking easement across the north forty-five feet (45') of the East Parcel, the Center Parcel and a portion of the Northwest Parcel, and Land Partition 29-14, recorded on February 17, 2015, in Volume 2015 - 001353, Records of Klamath County, Oregon ("LP 29-14") created a non-exclusive access and parking easement across the north thirty-five feet (35') of the remainder of the Northwest Parcel. The non-exclusive access and parking easement across the north forty-five feet of the East Parcel, Center Parcel, and portion of the Northwest Parcel as well as thirty-five feet of the Northwest Parcel is sometimes referred to herein as the "Access and Parking Easement".

C. Land Partition 19-12 recorded on March 18, 2013, in Volume 2013 - 002884, Records of Klamath County, Oregon ("LP 19-12") created a non-exclusive thirty foot (30') wide easement for ingress and egress (the "Ingress and Egress Easement") centered on the parcel lines between Parcels 1, 2 and 3 of LP 19-12.

D. The Access and Parking Easement and the Ingress and Egress Easement are sometimes referred to collectively as the "Easements" and the location of the Easements (the "Easement Areas") are depicted on the map attached hereto as Exhibit B.

E. Baney executes this Declaration to specify the permitted uses of the Easements, to provide for the maintenance of the Easement Areas, to enlarge the Easement Areas, and to make other covenants and agreements, all for the benefit of the Parcels.

THEREFORE, in consideration of the covenants contained in this Declaration and other good and valuable consideration, receipt of which is acknowledged, the following grants, agreements, covenants and restrictions are made:

1. The Easements

- A. Declaration and Grant of Reciprocal Easements. Baney hereby confirms and ratifies the Access and Parking Easement created by the plat of LP 12-10 and LP 29-14, and the Ingress and Egress Easement created by the plat of LP 19-12 and declares that the Parcels are now held and shall be hereafter conveyed, leased, occupied, and used subject to the Easements and this Declaration. This Declaration and the Easements shall inure to the benefit of and burden each of the Parcels. Baney hereby further declares, grants and reserves an additional fifteen-foot (15') wide non-exclusive access easement adjacent to the Easement Area in the location described on Exhibit C and depicted on Exhibit D (the "Additional Easement"), for the mutual benefit of the Parcels, which Additional Easement shall be included in the defined terms "Easements" and "Easement Areas" hereafter. This Declaration and the Easements shall run with the land binding and benefiting Declarant and its heirs, successors and assigns to the Parcels described on Exhibit A.
- B. Use. The Access and Parking Easement shall permit each owner of a Parcel (each an "Owner") and its Permitted Users to use the Access and Parking Easement for ingress and egress to and from the Parcels and for parking in striped parking stalls. The Ingress and Egress Easement and the Additional Easement shall permit each Owner and its Permitted Users to use the Ingress and Egress Easement and the Additional Easement for ingress and egress to and from the Parcels. Each Owner shall use reasonable efforts to limit its Permitted Users' use of the other Owners' Parcels solely to the Easement Areas and only for the purposes specifically provided in this Section 1, and to remove any trash that its Permitted Users discard on the other Owners' Parcels. As used herein, an Owner's "Permitted Users" shall mean and refer to the Owner and its tenants/subtenants and each of their respective employees, members, officers, directors, affiliates, managers, contractors, customers and invitees.
- C. Reconfiguration. Except as provided in Section 6 below, each Party shall retain the right to reconfigure the parking and access areas located on its Parcel, provided such reconfiguration does not materially reduce the total number of parking spaces on the Access and Parking Easement and does not materially and negatively impact ingress and egress on the Easements or access to and from the other Parcels and to and from the public street.

2. Maintenance of Parcels

Each Owner shall maintain in good condition and repair, or cause to be maintained and kept in good repair, their respective Parcels. The obligation of each Owner to maintain, repair and keep in good condition and repair their respective Parcels shall, without limiting the generality thereof, include the following:

- A. Maintaining the surfaces at such grades and levels that they may be used and enjoyed as contiguous and homogeneous common areas and maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability; and

B. Removing all papers, trash, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep these areas in a neat, clean and orderly condition; and

C. Placing, keeping in repair, and replacing any necessary appropriate directional signs, striping markers and lines; and operating, keeping in repair and replacing, when necessary, artificial lighting facilities as shall be reasonably required; and

D. Maintaining, repairing and replacing all landscaping in good condition and repair so that each Parcel remains aesthetically attractive and appears well-maintained, including, without limitation, removal of all dead plantings; and

E. Maintaining all storm water facilities on its respective Parcel pursuant to all applicable laws; and

F. Maintaining, repairing and replacing all parking lot lighting located on the Party's respective Parcel, including maintenance, repair and replacement of all electrical lines serving such lights; and keeping all parking lights operating and lighted when natural light is insufficient to light the Parcel; and

G. Maintaining, repairing and replacing all landscaping in the public right-of-way adjacent to its respective Parcel.

3. Improvements within Easement Areas

An Owner may erect curbs, sidewalks and landscaping on its Parcel within the Easement Areas in order to define and improve their respective parcels, provided such improvements shall not detract from the access or parking rights of any other Owner or its Permitted Users or prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic over and across the Easement Areas, or to, from and between the Parcels. In no event shall the installation of any such improvements materially interfere with surface water drainage.

4. Changes to Parcels outside Easement Areas

Although each Owner shall generally have the right to reconfigure or otherwise change the appearance, location and operation of improvements on its Parcel outside of the Easement Areas, including parking areas, drive lanes and pedestrian areas, such changes shall not detract from the access or parking rights of any other Owner or its Permitted Users or prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic over and across the Easement Areas, or to, from and between the Parcels.

5. Compliance with Laws and Regulations; Indemnification

Each Owner shall, with respect to its own Parcel, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold the other Owners harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and attorney's fees) to the extent arising out of the indemnifying Owner's failure to maintain its Parcel in a safe condition. Each Owner shall give prompt and timely notice of any claim made or suit or action commenced against it that in any way might result in indemnification under this Declaration.

6. Parcel Expenses

Each Owner shall pay the expense of maintaining and repairing its respective Parcel, including the payment of all real estate taxes and assessments, subject only to the right to defer payment in a manner provided by law and/or in connection with a bona fide contest of such taxes or assessments, so long as the rights of the other Owners shall not be jeopardized by the deferring of payment.

7. Default

If there is a failure by any Owner (the "Defaulting Owner") to perform, fulfill or observe any agreement contained within this Declaration, to be performed, fulfilled or observed by it, continuing for thirty (30) days, or immediately in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of the Defaulting Owner's Parcel, or any portion or any part thereof, in each case after written notice, the any non-defaulting Owner may, at its election, cure such failure or breach on behalf of the Defaulting Owner. Any amount which a non-defaulting Owner shall expend for such purpose, or which shall otherwise be due by the Defaulting Owner to another Owner under any of the terms of this Declaration, shall be paid to the Owner to whom it is due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (1) the rate of twelve percent (12%) per annum, or (2) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the land of the Defaulting Owner and the rights of the holder or holders of any mortgages or deeds of trust.

8. Covenants Running with the Land

The rights and obligations contained within this Declaration shall run with the land and inure to and be for the benefit of each of the Parcels and Declarant, and its successors and assigns, and the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such persons.

9. Termination of Liability

Whenever a transfer of ownership of a Parcel takes place, the transferor will not be liable for a breach of this Declaration occurring after a transfer.

10. Construction

The rule of strict construction does not apply to this Declaration. This Declaration shall be given a reasonable construction so that the intention of the Declarant to create commercially usable Parcels is achieved.

11. Notices

All notices under this Declaration shall be sent by certified mail, return receipt requested, to the address of an Owner in the then-current Klamath County Assessor's records for the mailing of property tax bills and shall be deemed given when placed in the mail.

Dated and signed this 8th day of December, 2017.

BANEY: Curt Baney, Inc., an Oregon Corporation

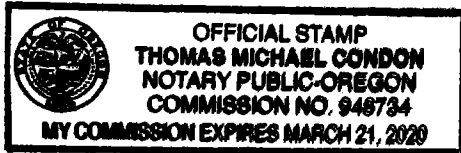
By: 

Its: DIRECTOR

Date: DECEMBER 8, 2017

STATE OF OREGON)
)ss.
COUNTY OF DESCHUTES)

The foregoing instrument was acknowledged before me on this 8th day of December 2017 by Robin J. Baney, who is Director of Curt Baney, Inc. , an Oregon corporation, on behalf of the company.



Thomas M Condon
Notary Public for Oregon
My Commission Expires: MARCH 21, 2020




Exhibit A

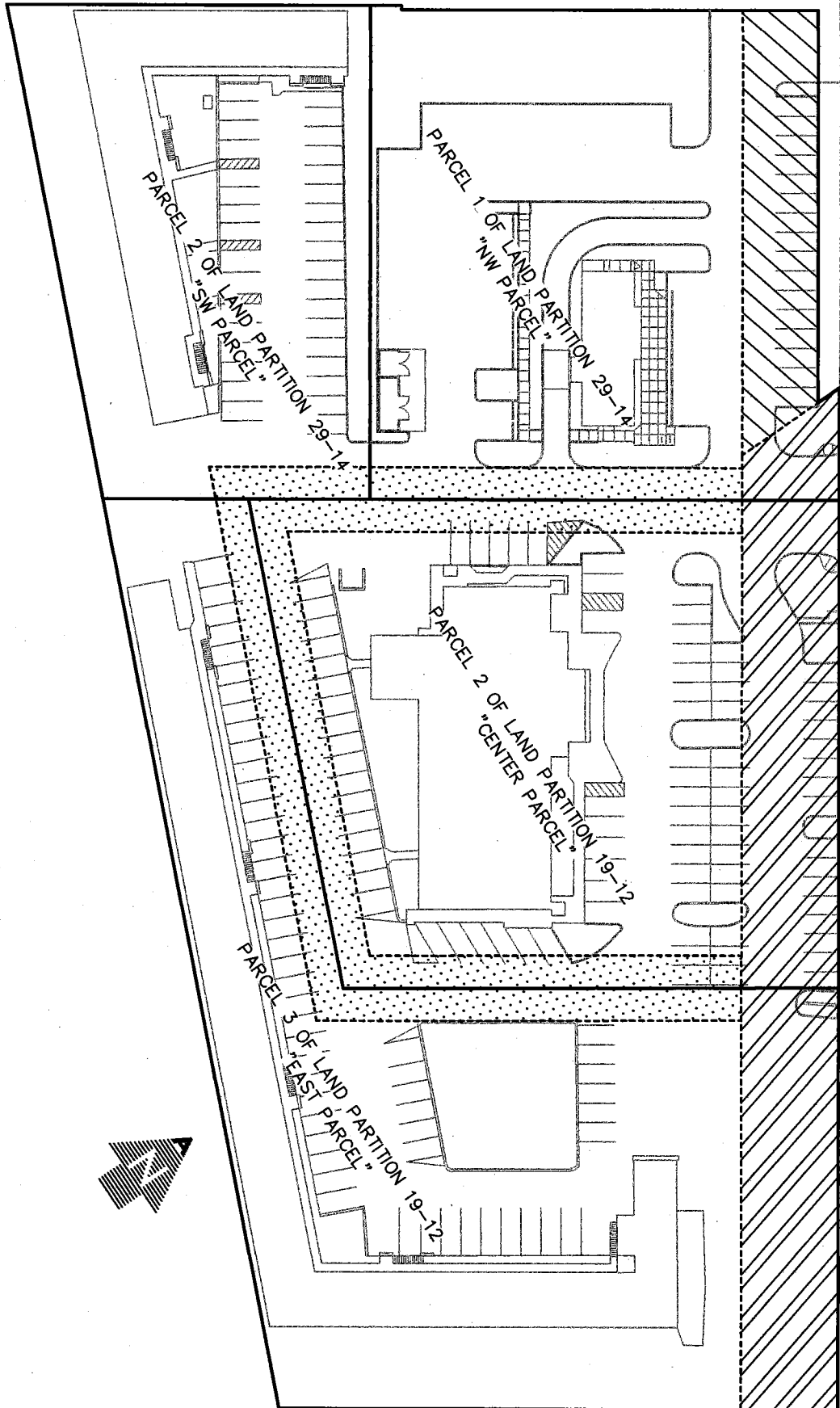
All of that certain real property located in the S1/2NW1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, known as:

Parcels 1 and 2 of Land Partition 29-14, a replat of Parcel 1 of LP 19-12 recorded February 17, 2015, in Volume 2015-001353, Records of Klamath County, Oregon; and

Parcels 2 and 3 of Land Partition 19-12, a replat of Parcel 2 of LP 6-11 recorded March 18, 2013, in Volume 2013-002884, records of Klamath County, Oregon.

EXHIBIT B

-  45' WIDE ACCESS AND PARKING EASEMENT BY L.P. 12-10
-  35' WIDE ACCESS AND PARKING EASEMENT BY L.P. 29-14
-  30' WIDE EASEMENT FOR INGRESS AND EGRESS BY L.P. 19-12



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Oregon · California

Engineers Δ Planners Δ Surveyors

8/18/2017

EASEMENTS

3084-04

Exhibit C

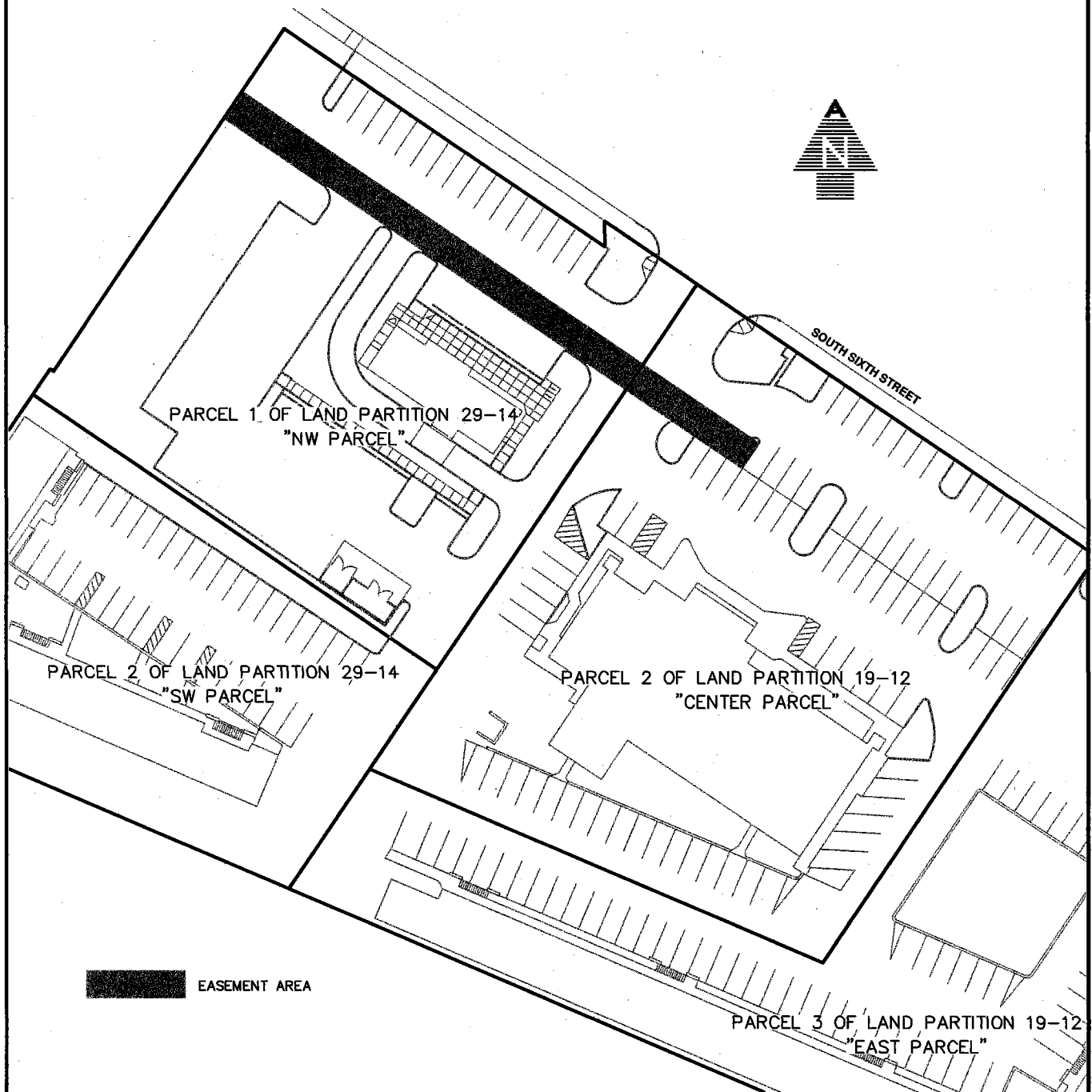
Easement Description

A strip of land 15.00 feet in width situated in the SW¼NW¼ and SE¼NW¼ of Section 3, Township 39 South Range 9 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Parcel 1 of Land Partition 29-14 and a portion of Parcel 2 of Land Partition 19-12 and being 7.5 feet on both sides of the following described centerline:

Beginning at a point on the northwesterly line of said Parcel 1 of Land Partition 29-14 from which the most northerly corner of said Parcel 1 bears North 34°03'33" East 42.50 feet; thence South 55°52'30" East 227.84 feet to the southeasterly line of said Parcel 1, also being the northwesterly line of said Parcel 2 of Land Partition 19-12; thence continuing South 55°52'30" East 66.00 feet to the end of said strip; the sidelines of said strip to be shortened or lengthened to terminate on the beginning line.

3084-04
8/18/2017

Exhibit D



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