

**AGREEMENT**

Whereas Shauna and Brian Moench own a parcel of land with an appurtenant exclusive easement, and;

Whereas Jan and John Bradshaw own a parcel of land with an appurtenant exclusive easement, and;

Whereas the Moench easement and the Bradshaw easement are adjacent to each other with a tennis court improved over both easements with approximately 1/3 of the improvements in the Bradshaw easement and 2/3 of the improvements on the Moench easement, and;

Whereas it is the desire of the Bradshaw's and the Moench's to create a cross easement agreement allowing both parties to share and share alike in the costs and benefits of the tennis court.

Now therefore, Bradshaw's agree to pay Moench's <sup># 5200 BM JM JB</sup> ~~\$5,000~~, if this agreement is accepted on or before September 3, 1996, in consideration for the following agreements by both parties:

- 1) The tennis court's use shall be shared and shared alike.
- 2) Reasonable access will be provided for the use and maintenance of the court.
- 3) The cost of maintenance shall be shared and shared alike.
- 4) Both parties agree to continue the use of the area as a tennis court until; a) mutual agreement otherwise, or b) the license agreement from the federal government is revoked.
- 5) Reasonable care shall be taken for the maintenance and use of the court including proper footwear, and restricting non-tennis uses that might do significant harm to the court or court surface.

Agreed:

Jan Bradshaw

Jan Bradshaw  
Dated 8/25/96

John Bradshaw

John Bradshaw  
Dated 8/25/96

Shauna Moench

Shauna S. Moench  
Dated 8/31/96

Brian Moench

Brian Moench  
Dated 8/31/96