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Fee: \$26.00

**JOINT USE PARKING AGREEMENT**

This Agreement is entered into this 5th day of June 2007, by and between Monti's Construction Inc., hereinafter referred to as the First Party, and Richard Wood, 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: Fairview #2 Block 12, Lot 1

Map Tax ID Number: 3809-29CA-08800

Street Address: 1442 Oregon Avenue, Klamath Falls, Oregon 97601; and

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

Legal Description: Fairview #2 Block 9, Lot 6

Map Tax ID Number: 3809-29CA-06700

Street Address: 1504 Oregon Avenue, Klamath Falls, Oregon 97601; and

WHEREAS, The City of Klamath Falls has approved the operation of a business on the First Property under Land Use Project 42-DR-85, hereinafter known as the First Business; and another business on the Second Property under Land Use Project 4-DR-07, known as the Second Business; and

WHEREAS, based upon the limited availability of parking on the First Property for the First Business and the Second Property for the Second Business, as well as the anticipated limited overlap in operating hours between the two businesses; it has been deemed beneficial for the available parking located on each of the respective properties be mutually shared between the two businesses.

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

**THE PARTIES HERETO AGREE AS FOLLOWS:**

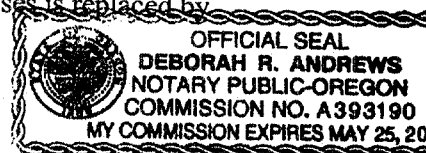
Available parking spaces located on the First Property may be used by clients of the Second Business when deemed necessary by the Second Party. Conversely, available parking spaces located on the Second Property may be used by clients of the First Business when deemed necessary by the First Party. In effect, the available parking will be mutually shared on an at-need basis.

Clients of the First Business shall have priority in the use of the parking spaces located on the First Property. Conversely, clients of the Second Business shall have priority in the use of the parking spaces located on the Second Property.

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 First Business 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 Second Business relating to the allowed use of the First Property as herein granted.

So long as the First Business and Second Business 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 businesses is replaced by



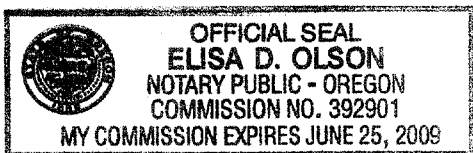
another, the applicable party may choose to terminate or amend this Agreement, if deemed necessary for the successful operation of the new business. If either party sells their property to another party, this Agreement shall remain binding, with the replacement party automatically taking the place of the previous party, unless either party deems it necessary to terminate or modify this Agreement.

**FIRST PARTY – MR. RICHARD WOOD:**

By: Richard W. Wood  
Dated: 6-4-2007

STATE OF OREGON)  
) ss.  
County of Klamath )

This instrument was acknowledged before me this 4<sup>th</sup> day of June, 2007,  
by RICHARD W. WOOD



NOTARY PUBLIC FOR OREGON

Elisa D. Olson

My commission expires:  
6-25-09

**SECOND PARTY – MONTI CONSTRUCTION, INC (MR. JIM MONTI):**

By: [Signature]  
Dated: 6/5/07

STATE OF OREGON)  
) ss.  
County of Klamath )

This instrument was acknowledged before me this 5<sup>th</sup> day of June, 2007,  
by James Monti

NOTARY PUBLIC FOR OREGON

Deborah R. Andrews

My commission expires:  
May, 25, 2009

**After Recording Return to:**  
City Planning Division  
226 South 5th Street  
Klamath Falls, OR 9760

