MTC 13916 - 89752

JOINT USE PARKING AGREEMENT

This Agreement is entered into this 16th day of August, 2007, by Hope Evangelical Lutheran Church of Klamath Falls, Oregon an Oregon Corporation hereinafter referred to as Owner,

WHEREAS, Owner has the following described real property, hereinafter referred to as the First Property:

Legal Description: Kielsmeier Tracts, Lot 9 Portion inc LLA 5-03 Lot 13
Map Tax ID Number: 3909-002DB-00900
Street Address: 2408 Homedale Road; and

The following described real property, hereinafter referred to as the Second Property:
Legal Description: Kielsmeier Tracts, Lot 8 & 9 Portion
Map Tax ID Number: 3909-002DB-00100
Street Address: 2314 Homedale Road; and

WHEREAS, Klamath County has approved the operation of a Community Center on the First Property under CUP 24-06, hereinafter known as the Hope Community Center; and whereas, the existing Hope Evangelical Lutheran Church Building on the Second Property; and is discontiguous with the first property (as shown in "Exhibit A") but used for related activities and held in common ownership; and

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 Hope Community Center and the existing established parking spaces on the Second Property for the existing Hope Evangelical Lutheran Church Building, as well as the anticipated limited overlap in operating hours between the two facilities; it has been deemed beneficial for the Hope Community Center on the First Property to utilize a portion of the existing parking spaces on the Second Property.

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

THE OWNER HERETO AGREES AS FOLLOWS:

Available parking spaces located on the Second Property may be used by clients of the Hope Community Center when deemed necessary

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

The First Property agrees to hold and save the Second Property harmless from any and all claims made by clients of the Hope Community Center relating to the allowed use of the Second Property as herein granted. Conversely, the Second Property agrees to hold and save the First Property harmless from any and all claims made by clients of the Hope Evangelical Lutheran Church relating to the allowed use of the Second Property as herein granted.

So long as the Hope Community Center and Hope Evangelical Lutheran Church Building are in

After Recording return to Hope Evangelical Lutheran Church
2314 Homedale Road

26 AMT

operation, both the First Property and Second Property, shall, in good faith, do their best to uphold this Agreement. If either of the two facilities is replaced by another, the Owner may choose to terminate or amend this Agreement, if deemed necessary for the successful operation of the new facility. If Owner 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.

Hope Evangelical Lutheran Church of Klamath Falls, Oregon

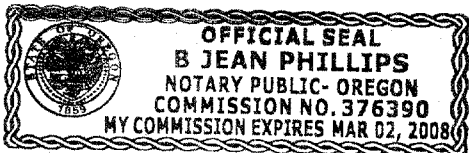By: _Jamie Siems_

Dated: August 16, 2007

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me this 16th day of August, 2007, by Jamie Siems as President of Hope Evangelical Lutheran Church of Klamath Falls, Oregon, an Oregon Corporation, as their voluntary act and deed.

NOTARY PUBLIC FOR OREGON

My commission expires: 3-2-08

After Recording Return to:
Klamath County Planning- Angelique
305 Main Street
Klamath Falls, OR 97601