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State of Oregon, County of Klamath
Recorded 04/07/2004 3:19 p m
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Linda Smith, County Clerk
Fee \$ 3.00 # of Pgs 3

AGREEMENT FOR DRAINAGE AND ACCESS EASEMENT

GRANTOR: Foothills Pinnacle, LLC, an Oregon limited liability company.

GRANTEE: City of Klamath Falls, a municipal corporation.

RECITALS:

A. Foothills Pinnacle, LLC is the owner of a parcel of real property situated in Klamath County, Oregon described as: Lots 46, 47, 50, 51, in Tract 1417, Eighth Addition to North Hills.

B. Grantors and Grantee have determined that it is necessary and advisable to develop drainage improvements from the water tower located Northeasterly of tract 1417 through said Tract 1417.

GRANT OF EASEMENT

In consideration of the terms and conditions of this Easement, and other good and valuable consideration the sufficiency of which is hereby acknowledged, Grantor hereby grants the following easements (collectively referred to as "Easement"):

Foothills Pinnacle, LLC conveys to Grantee, for the benefit of the public, a perpetual non-exclusive Drainage easement across the property of Foothills Pinnacle, LLC. The easement is more particularly described as:

A 20 foot wide drainage easement on Lots 46, 47, 50, 51, and the 30 foot wide access easement and storm drainage detention pond easement located on Lot 47, in Tract 1417, Eighth Addition to North Hills. The location of the Easement shall be as described on the final subdivision plat for said tract as approved by the City of Klamath Falls.

The terms of this Easement are as follows:

1. This drainage Easement shall be exclusively used for public storm water drainage purposes and the overflow and drainage of Grantee's water reservoir (collectively referred to as "Drainage"), in, along and upon the drainage Easement area, and the rights of Drainage granted herein shall be limited exclusively to Drainage purposes and any uses incidental thereto. Piping, filling or constructing fences, retaining walls or other structures within the drainage Easement area or

obstructing Drainage flow in any manner that is not part of the design and construction of the Drainage way as approved by Grantee, or otherwise expressly authorized by Grantee's Public works Director, is prohibited. In conjunction with such use may construct, reconstruct, maintain and repair the drainage ditches and drainage lines thereon. The access Easement shall be used for ingress and egress to the storm drainage and detention pond area to facilitate installation, maintenance, repair, replacement and use of the pond area by Grantee. In conjunction with the use of such access Easement, Grantee, and others authorized to utilize the access Easement, may construct, reconstruct, maintain and repair the access road situated within said Easement area.

2. Grantors, their successors and assigns, reserve the right to use, construct, and maintain the property located upon the Easement in any manner that Grantee reasonably determines will not interfere with the use of the Easement by the Grantee; however, in case of conflict, Grantee's right of use shall be dominant.

3. Grantee by receiving this Easement agrees to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantee's use of the Easement. Grantee assumes all risks arising out of its use of the Easement and Grantors shall have no liability to Grantee or others for any condition existing thereon.

4. This Easement shall be perpetual and shall not terminate for periods of non-use by Grantee. Said Easement may be terminated upon written agreement by Grantors and Grantee, their heirs, successors and assigns. The rights, covenants and obligations of this Easement shall bind, burden and/or benefit the successors, assigns, heirs or beneficiaries under a deed of trust as to all properties benefited or burdened by this Easement.

5. This Easement is granted subject to all prior easements or encumbrances of record.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 7 day of April, 2004.

Foothills Pinnacle, LLC

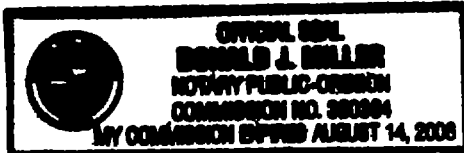
By: Melvin L. Stewart
Melvin L. Stewart
Authorized Member

By: William C. Ransom
William C. Ransom
Authorized Member

19912

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 2 day of April, 2004, the above-named Melvin L. Stewart and William C. Ransom, members of Foothills Pinnacles, LLC, and acknowledged that they had legal authority to execute the same on behalf of Foothills Pinnacle, LLC and that the foregoing instrument is the voluntary act and deed of Foothills Pinnacle, LLC.



Donald J. Miller
Notary Public for Oregon
My Commission expires: August 14, 2006