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Vol M04 Page 19913

RETURN TO:  
City Recorder  
City of Klamath Falls  
500 Klamath Avenue  
Klamath Falls, OR 97601

State of Oregon, County of Klamath  
Recorded 04/07/2004 3:19 p m  
Vol M04 Pg 19913-16  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

**AGREEMENT FOR DRAINAGE EASEMENT**

GRANTORS: Glenridge Place, LLC, an Oregon limited liability company.

Foothills Pinnacle, LLC, an Oregon limited liability company.

GRANTEE: City of Klamath Falls, a municipal corporation.

**RECITALS:**

A. Glenridge Place, LLC is the owner of a parcel of real property situated in Klamath County, Oregon, described as: Lots 1 and 2 of Tract 1317 - Sixth Addition to North Hills.

B. Foothills Pinnacle, LLC is the owner of a parcel of real property situated in Klamath County, Oregon described as Lot 25, in Tract 1344, Seventh Addition to North Hills.

C. Grantors and Grantee have determined that it is necessary and advisable to develop drainage from the termination of Rosemont Court to the drainage system on Glenridge Way.

D. The parties acknowledge that a predecessor in interest to Grantor Glenridge Place, LLC, Glenridge Place, a Partnership, and the individual partners, previously created a Drainage Easement dated June 26, 2000 and recorded at M00, Page 23439 in the records of Klamath County ("2000 Easement"). Because the 2000 Easement does not specifically identify a grantee in connection with the easement rights and duties, Grantor Glenridge Place, LLC hereby intends to modify and supplement the terms of the 2000 Easement with the following Grant of Easement.

**RESCISSION OF PRIOR EASEMENT RECORDED AT  
M03, PAGE 85487, KLAMATH COUNTY RECORDS**

The parties acknowledge that Grantor Foothills Pinnacle, LLC previously granted a Drainage Easement dated November 19, 2003 and recorded at M03, Page 85487 in the records of Klamath County

1. AGREEMENT FOR DRAINAGE EASEMENT

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("2003 Easement"). Because the 2003 Easement contains an erroneous legal description for the easement area and the 2003 Easement does not specifically identify a grantee in connection with the easement rights and duties, Grantor Foothills Pinnacle, LLC hereby rescinds the 2003 Easement and replaces the 2003 Easement with the following Grant of Easement.

#### 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, Grantors hereby grant 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:

Beginning at the Southwest corner of Lot 25 of Tract 1344 - Seventh Addition to North Hills; Thence, along the boundary of said Lot 25, N00°05'03"W 70.00 feet and N70°30'43"E 66.45 feet; Thence, leaving said boundary, S47°46'29"W 38.41 feet; Thence, S21°42'32"W 49.02 feet; Thence, S00°05'03"E 9.85 feet; Thence S68°54'14"E 129.64 feet to a point on the right of way line of Rosemont Court; Thence along the said right of way line, on the arc of a curve to the left (radius point bears S50°14'27"E 50.00 feet and central angle equals 18°39'47") 16.29 feet to the lot corner common to Lots 24 and 25; Thence N68°54'14"W 137.95 feet to the point of beginning, with bearings based on the plat of Tract 1344 - Seventh Addition to North Hills on file in the office of the Klamath County Clerk.

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

The Southerly and Easterly 16 feet of Lot 2, and the Northerly 8 feet of the Easterly 10 feet of Lot 1 (more particularly described in the 2000 Easement recorded at M00, Page 23439 in the Records of Klamath County) of Tract 1317 - Sixth Addition to North Hills on file in the office of the Klamath County Clerk.

The terms of this Easement are as follows:

1. This 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 Easement area, and the rights of Drainage granted herein shall be limited exclusively to Drainage purposes and any

#### 2. AGREEMENT FOR DRAINAGE EASEMENT

uses incidental thereto. Piping, filling or constructing fences, retaining walls or other structures within the 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.

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.

Glenridge Place, LLC

Foothills Pinnacle, LLC

By: Melvin L. Stewart  
Melvin L. Stewart  
Operating Manager

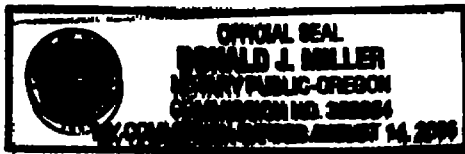
By: Melvin L. Stewart  
Melvin L. Stewart  
Authorized Member

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

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STATE OF OREGON           )  
                                  )  
County of Klamath        ) ss.

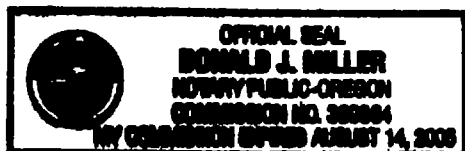
Personally appeared before me this 7 day of April, 2004, the above-named Melvin L. Stewart, the Operating Manager of Glenridge Place, LLC and acknowledged that he had legal authority to execute the same on behalf of Glenridge Place, LLC and that the foregoing instrument is the voluntary act and deed of Glenridge Place, LLC.



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

STATE OF OREGON           )  
                                  )  
County of Klamath        ) ss.

Personally appeared before me this 7 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