

M05-62705

08/24/2005 02:11:57 PM

Of Pages 3 Fee: \$31.00

AFTER RECORDING RETURN TO:

City Recorder
City of Klamath Falls
500 Klamath Avenue
Klamath Falls OR 97601

GRANTOR:

JK Squared, LLC
P. O. Box 1448
Medford, OR 97501

GRANTEE:

City of Klamath Falls
500 Klamath Avenue
Klamath Falls OR 97601

AGREEMENT FOR DRAINAGE EASEMENT

GRANTOR: JK Squared, LLC, an Oregon Limited Liability Company

GRANTEE: City of Klamath Falls, a municipal corporation

RECITALS:

A. Grantor is the owner and developer of real property described as Tract 1438, North Hills Eighth Addition, Phase 2, located on West View Drive and Overlook Way in the City of Klamath Falls, County of Klamath, Oregon.

B. Grantors and Grantee have determined that it is necessary and advisable to provide an additional drainage easement that will connect to the drainage easement that was the subject of a previous *Agreement for Drainage Easement*, dated April 7, 2004, and recorded at M04-19913.

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"):

Grantor conveys to Grantee, for the benefit of the public, a perpetual, non-exclusive Drainage easement across the property of Grantor described as Lots 66, 67, 71 and 72 of Tract 1438, North Hills Eighth Addition, Phase 2. The easement is situated on said Lots 66, 67, 71 and 72 as shown on the Final Plat of Tract 1438, North Hills Eighth Addition, Phase 2.

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 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, Grantee may construct, reconstruct, maintain and repair the drainage ditches and drainage lines thereon.

2. Grantor, its 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 Grantor from any loss, claim or liability to Grantor 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 Grantor 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 Grantor 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 benefitted or burdened by this Easement.

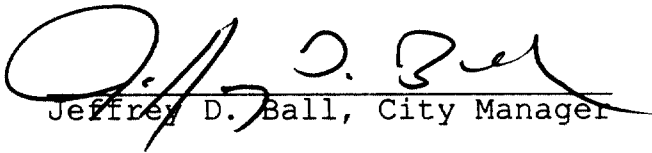
5. This Easement is granted subject to all prior easements or encumbrances of record.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 23 day of August, 2005.

GRANTOR:


Jeffrey K. McCollum, Manager
JK Squared, LLC

GRANTEE:

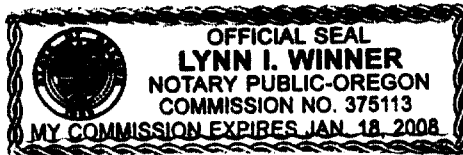

Jeffrey D. Ball, City Manager

Attest:


Elisa D. Olson, City Recorder

STATE OF OREGON)
) ss.
County of Jackson)

Personally appeared the above-named Jeffrey K. McCollum, the Manager of JK Squared, LLC and acknowledged that he had legal authority to execute the same on behalf of JK Squared, LLC and that the foregoing instrument is the voluntary act and deed of said LLC. Before me this 23 day of August, 2005:

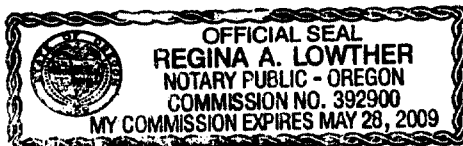


WITNESS my hand and official seal.


Notary Public for Oregon
My Commission expires: 1-18-08

STATE OF OREGON)
) ss.
County of Klamath)

On the 24 day of August, 2005, personally appeared Jeff Ball and Elisa D. Olson, who, each being first duly sworn, did say that the former is the City Manager and the latter is the City Recorder of the City of Klamath Falls, an Oregon municipal corporation, and that the instrument was signed on behalf of said municipal corporation; and each of them acknowledged said instrument to be its voluntary act and deed.



WITNESS my hand and official seal.


Notary Public for Oregon
My Commission Expires: 5-28-2009