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## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 25th day of February, 1993,  
by and between GLENN DEHLINGER  
hereinafter called the first party, and GERALD G. ARANT AND JEANIE ARANT  
husband and wife  
hereinafter called the second party;

## WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Klamath  
County, State of Oregon, to-wit:

A parcel of land situate in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 5, Township 40 South  
Range 10 East of the Willamette Meridian, Klamath County, Oregon

and has the unrestricted right to grant the easement hereinafter described relative to the real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to  
the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first  
party, they agree as follows:

The first party does hereby grant, assign and set over to the second party an access easement as follows:  
Legal description of two 30 foot wide access easements Dehlinger to Arant situated in the  
NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 5, Township 40 South, Range 10 East of the Willamette Meridian, Klamath  
County, Oregon more particularly described as follows:

Center line description of Easement No. 1. Beginning at a point on the South line of the  
NW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 5 South 89°57'18" East 296.82 feet from the N1/16 corner common  
to Sections 5 and 6 as established by Record of Survey 5052; thence North 16°11'50" East  
96.52 feet and North to Hill Road.

South line description of Easement No. 2. Beginning at a point on the South line  
of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 5 South 89°57'18" East 296.82 feet from the N1/16  
corner common to Sections 5 and 6 as established by Record of Survey 5052; thence  
South 89°57'18" East to Hill Road.  
(Insert here a full description of the nature and type of the easement granted to the second party.)

— OVER —

## AGREEMENT FOR EASEMENT

BETWEEN

Glenn Dehlinger

AND

Gerald G. Arant and Jeanie Arant

After recording return to (Name, Address, Zip):

Glenn Dehlinger  
11390 Hill Road

Klamath Falls, Oregon 97603

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

I certify that the within instrument  
was received for record on the \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_,  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded  
in book/roll/volume No. \_\_\_\_\_ on  
page \_\_\_\_\_ or as fee/file/instru-  
ment/microfilm/reception No. \_\_\_\_\_,  
Record of \_\_\_\_\_  
of said county.

Witness my hand and seal of  
County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_ Deputy

The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate. The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted. The easement described above shall continue for a period of perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:  
see attached Map of Survey

and second party's right of way shall be parallel with the center line and not more than \_\_\_\_\_ feet distant from either side thereof.

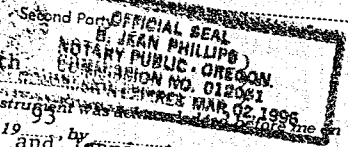
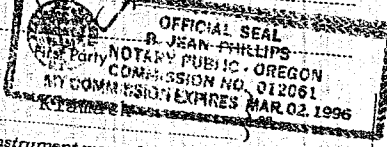
During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of (check one): ☐ the first party; ☐ the second party; ☒ both parties, share and share alike; ☐ both parties, with the first party being responsible for 50 % and the second party being responsible for 50 %. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense. This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest. In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

*Glenn Dehlinger*  
Glenn Dehlinger

*Gerald G. Arant*  
Gerald G. Arant  
*Jeanie Arant*  
Jeanie Arant



STATE OF OREGON,  
County of \_\_\_\_\_  
February 25, 1993, by *Glenn Dehlinger*  
to be his voluntary act and deed  
BCKX

STATE OF OREGON,  
County of Klamath  
February 25, 1993, by *Gerald G. Arant and Jeanie Arant*  
as *voluntary act and deed*

*B. Jean Phillips*  
Notary Public for Oregon  
My commission expires 3-2-96

*B. Jean Phillips*  
Notary Public for Oregon  
My commission expires 3-2-96

# MAP OF SURVEY

FOR BOUNDARY LINE AGREEMENT  
SITUATED IN THE W/2 NW/4 OF SECTION 5  
T40S, R10EWM, KLAMATH COUNTY, OREGON

**EXPIRES: 12/31/94**

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

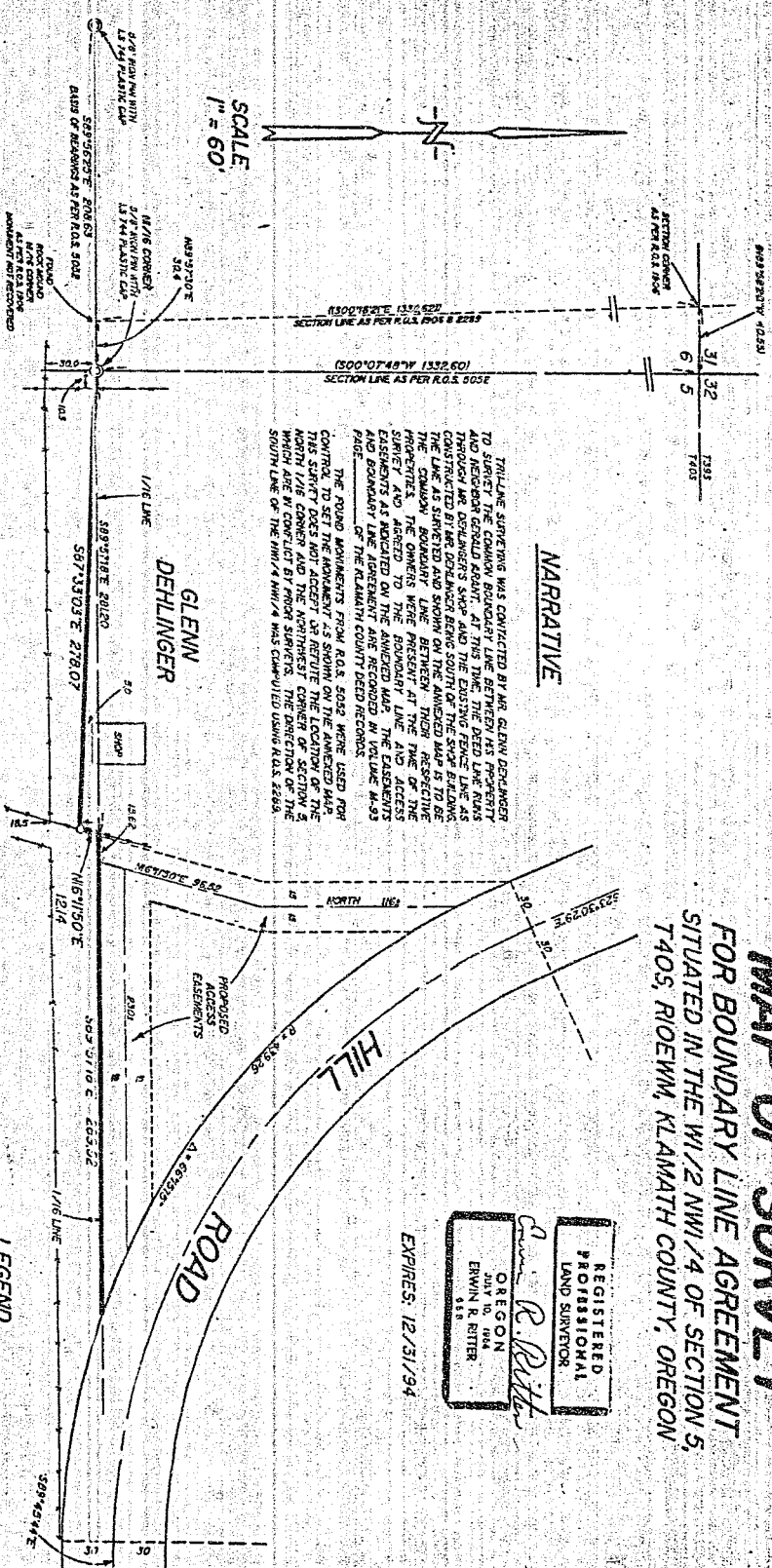
*Erwin R. Ritter*

OREGON  
JULY 10, 1964  
ERWIN R. RITTER  
658

**NARRATIVE**

THAT STARTING WAS CONVEYED BY BEN CLENN DEWITT, DECEASED, TO SURVIVE THE COMMON BOUNDARY LINE BETWEEN HIS PROPERTY AND NEIGHBORING GORDON ACADEMY. AT THIS TIME, THE DEED LINE RANAKED THROUGH MR. GORDON'S SHOP AND THE EASTING OF THE LINE WAS NOT KNOWN. THE LINE WAS SURVEYED AND SHOWN ON THE ANSWER MAP AS TO BE THE COMMON BOUNDARY LINE BETWEEN THEIR RESPECTIVE PROPERTIES. THE OWNERS WERE PRESENT AT THE TIME OF THIS SURVEY AND AGREED TO THE BOUNDARY LINE AND ACCESSORY THEREON AS INDICATED ON THE ANSWER MAP. THE ANSWER MAP WAS RECORDED IN THE CLAYTON COUNTY DEED RECORDS, PAGE \_\_\_\_\_ OF THE CLAYTON COUNTY DEED RECORDS.

SCALE  
1" = 60'



### LEGEND

Q SET 5/8" x .24" IRON PIN WITH  
TRILINE SURVEYING PLASTIC CAP

Q FOUND MOVEMENT AS SHOWN

Q INDICATES RECORD BEARING AND  
DISTANCE AS PER R.O.S. 5052

Q INDICATES RECORD BEARING AND  
DISTANCE AS PER R.O.S. 1906

TRU SURVEYING LINE  
2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603

SURVEYED FOR	G. DEHLINGER & G. ARANT
SURVEYED BY	ERR & JMH
MAPPED BY	JMH
CHECKED BY	ERR
	2-10-93
	2-18-93
	3-19-93

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record, at request of Mountain title co the 1st day  
of March A.D., 19 93 at 9:38 o'clock AM., and duly recorded in Vol. M93,  
of Deeds on Page 4095.

FEE 40.00

Evelyn Biehn, County Clerk  
By Dorothy E. Millamore