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State of Oregon, County of Klamath  
Recorded 08/22/2002 2:16 p. m.  
Vol M02, Pg 47417-19  
Linda Smith, County Clerk  
Fee \$ 31.00 # of Pgs 3

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 14 th day of August, 2002, by and between Maralea Peacore and Denise Diane Mathis as trustees of the Clyde L. Dehlinger Trust U. T. A. dated December 15, 1996, hereinafter called the first party, and Maralea Peacore and Denise Diane Mathis as trustees of the Georgia C. Dehlinger Trust U. T. A. dated December 15, 1996, their successor and/or assigns 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:

The NE 1/4 of the SE 1/4 of Section 8, 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 A public utility and access easement further described to wit:

See attached Exhibit "A"

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:

During the existences 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; X the second party;      both parties, share and share alike;      both parties, with the first party being responsible for      % and the second party being responsible for      %. (If the last alternative is selected, the percentages allowed to each party should total 100.)

31✓

Rt: Trulene

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 constructing 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.

*Maralea Peacore, Trustee*  
Maralea Peacore, trustee

*Maralea Peacore, Trustee*  
Maralea Peacore, trustee

*Denise Diane Mathis, Trustee*  
Denise Diane Mathis, trustee

*Denise Diane Mathis, Trustee*  
Denise Diane Mathis, trustee

First party

Second party

State of Oregon \_\_\_\_\_

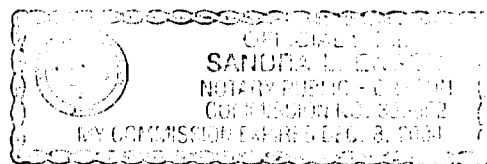
County of Klamath \_\_\_\_\_

This instrument was acknowledged before me on the 14<sup>th</sup> day of August, 2002  
by Maralea Peacore and Denise Diane Mathis as Trustees of the Clyde L.  
Dehlinger Trust THEIR voluntary act and deed.

*Sandra L. Ensor*

Notary Public

My Commission Expires 12/8/04



State of Oregon \_\_\_\_\_

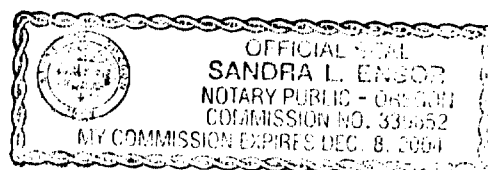
County of Klamath \_\_\_\_\_

This instrument was acknowledged before me on the 14<sup>th</sup> day of August, 2002  
by Maralea Peacore and Denise Diane Mathis as Trustees of the Georgia C.  
Dehlinger Trust THEIR voluntary act and deed.

*Sandra L. Ensor*

Notary Public

My Commission Expires 12/8/04



OWNERS

DENNIS ENSOR O.L.S., C.W.R.E.  
SANDIE ENSOR

**TRU SURVEYING, INC. LINE**

2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603  
PHONE: (541) 884-3691

JOHN HEATON L.S.T.  
CHAD ENSOR L.S.T.

**47419**


AUGUST 01, 2002

Exhibit "A"

LEGAL DESCRIPTION  
OF THE CENTERLINE OF A  
30' WIDE ACCESS EASEMENT

A 30' WIDE ACCESS EASEMENT SITUATED IN PARCEL 3 OF "MINOR LAND PARTITION 80-60", BEING IN THE SE1/4 OF SECTION 8, T40S, R10EWM, KLAMATH COUNTY, OREGON, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF HILL ROAD FROM WHICH THE SOUTHWEST CORNER OF SAID PARCEL 3 BEARS S65°42'24"E 36.45 FEET; THENCE N89°59'30"E 910.15 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS EQUALS 100.00 FEET AND CENTRAL ANGLE EQUALS 95°21'07") 166.42 FEET; THENCE N05°21'38W 168.41 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS EQUALS 42.00 FEET AND CENTRAL ANGLE EQUALS 138°39'06") 101.64 FEET; THENCE S46°42'31E 160.99 FEET; THENCE S53°30'07"E 176.65 FEET, MORE OR LESS, TO THE EAST LINE OF SAID PARCEL 3 WITH BEARINGS BASED ON RECORD OF SURVEY 1580. SAID EASEMENT TO PROVIDE ACCESS TO THE OWNERS OF PARCEL 1 OF SAID MINOR LAND PARTITION, THEIR HEIRS OR ASSIGNS.

  
DENNIS A. ENSOR O.L.S. 2442

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 25, 1990  
DENNIS A. ENSOR  
2442

EXPIRES 12/31/03