EDXX day of THIS AGREEMENT, Made and entered into this by and between LOYAL R. ROOKHUYZEN and NANCY R. ROOKHUYZEN, husband & wife hereinafter called the first party, and MAURICE N. MECHAM

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in.... 2:33 County, State of Oregon, to-wit:

NeThat Pport Pon of Government Lot 10 of Section 17, Township 40 South, roRange 10 Easthof the Willamette Meridian, lying Easterly of the Bur-Comme Manath lington Northern Railroad right of way.

> FOR EASEMENT AGREEMENT

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fand has the unrestricted right to grant the easement hereinafter described relative to said 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

21 The South 20 feet of Government Lot 10 of Section 17, Township 40 South, Range 10 East of the Willamette Meridian, lying Easterly of the Burlington Northern Railroad right of way.

day and year that hereinabove written

IN WITNESS WHEREOF, the parties bereio have a puritied in an entire and an entire that the institutions shell apply both to individuals so the commissions. the in reculing includes the demining and the neuter, and generally say carries

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said 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 de-

sug to 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 forever , always subject, however, to the following specific conditions, restrictions and considerations:

None, except as stated above.

of way. sald Lot 10 1910g Easterly of the Burlington Rotthers and Fred Ten fast looth and parallel to the South boundary of

case or of its described as follows:

If the appendict he for a right of with over or across first party and great and

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows: Ten feet North and parallel to the South boundary of that portion of said Lot 10 lying Easterly of the Burlington Northern Railroad right None, excest as stated above. however, to the tellowing specific conditions, restrictions and considerations. The ensement described above shall contrare for a period of third parties arising from secure party , use of the rights become franced. and second partyls right of way shall be parallel with said center line and not more than 10 feet distant from either side thereof. Except as to the cight's herein granted, the first party stait have the full account or the circumstance of the circumstance o the essement hereby granted and all rights and painteen madest thanks producting study of the objection of 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 as well the second out the part of the unique of the unique of the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter, and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations. IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written. the (above) named first) porty (is a corporation) the form of acknowledgment opposite) the form of acknowledgment opposite) the form of acknowledgment opposite) the form opposite of the form of acknowledgment opposite of the form opposite STATE OF OREGON, O LECT OF C. C. STATE OF OREGON, County of ... of Lapta of Caul Seals to Many appeared. Personally appeared the above named LOyal: R. & NancyoR Rookhuyzen Juh sa& winap and acknowledged the toregoing instrument to be voluntary act and deed. e each for himself and not one for the other, did say that the former is the President and that the latter is the ^ı ;· OFFICIAL SHORE THE Secretary of **a**: and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and each of them : · · · acknowledged said instrument to be its voluntary act and deed. Notary Public for Oregon My commission expires: 33/-8/ Notary Public for Oregon My commission expires: (OFFICIAL SEAL) AGREEMENT FOR EASEMENT Insten Wollenmeen Ralificad Figure of way. STATE OF OREGON Loyal R. Rookhuyzengand aftitude for settings; And I certify that the within instru-Nancys Rookhuyzen how & W. I competent of ment, was received for record on the 23rd day of Ocatober 19 78 Maurice N. Mecham

Allocated to the second of the second o herematier valld the seconder, and file/reel number AFTER RECORDING RETURN TO ... 57139 HAPIGE WAS BECAUSE

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Mauri ce N. E Mechanica and an Anglick pro

Rt. 1, Box: 6660 Manath Falls, Oregon VC EEMENT FOR EASTMENT Record of Deeds of said county.

Witness my hand and seal of County affixed:

... Wm. D. Milne.

Recording Officer