

57139

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this _____ day of _____, 19____,
by and between LOYAL R. ROOKHUYZEN and NANCY R. ROOKHUYZEN, husband & wife
hereinafter called the first party, and MAURICE N. MECHAM
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:

That portion of Government Lot 10 of Section 17, Township 40 South,
Range 10 East of the Willamette Meridian, lying Easterly of the Bur-
lington Northern Railroad right of way.

LOVE EYSEMENT
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and 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 acknowl-
edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

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.

(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-
scribed 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 forever, always subject,
however, to the following specific conditions, restrictions and considerations:

None, except as stated above.

OF ASA.

SAID DEED TO JAMES STEPHENS OF THE BURLINGTON NORTHERN RAILROAD CO. BY AND
FOR THE SAID DEED AND SUBJECT TO THE CONTINGENT EASEMENT OF THE BURLINGTON NORTHERN RAILROAD CO.

as described as follows:

If the easement is to be used for any other purpose than that for which it was granted, the first party shall be liable for the same.

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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 of way.

...distant from either side thereof. ...feet

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 as well.

In construing this agreement and where 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.

Loyal R. Rookhuyzen
Nancy R. Rookhuyzen

(If the above named first party is a corporation use the form of acknowledgment opposite.)

STATE OF OREGON,) ss.
County of Klamath)
Personally appeared the above named Loyal R. & Nancy R. Rookhuyzen, h. & w. and acknowledged the foregoing instrument to be their voluntary act and deed.



Notary Public for Oregon
My commission expires: 3-31-81

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 acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon
My commission expires: (OFFICIAL SEAL)

AGREEMENT FOR EASEMENT

BETWEEN
Loyal R. Rookhuyzen and
Nancy R. Rookhuyzen, h. & w.

Maurice N. Mecham

After Recording Return to
Maurice N. Mecham
Rt. 1, Box 666C
Klamath Falls, Oregon 97601

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 23rd day of October, 1978, at 2:33 o'clock P.M., and recorded in book M78 on page 23738 or as file/reel number 57139. Record of Deeds of said county.

Witness my hand and seal of County affixed:

Wm. D. Milne
Recording Officer
By [Signature] Deputy