

TC

54549

AGREEMENT FOR EASEMENT

Vol. MRS Page 17010

THIS AGREEMENT, Made and entered into this 8 T.H. day of July, 19 84,
 by and between JOSEPH C. ROZEWSKI and MARIA ROZEWSKI husband and wife,
 hereinafter called the first party, and WHISKEY CREEK TIMBER COMPANY, a limited
 partnership consisting hereinafter called the second party,
 of James Dahm and Robert Mezger and MEZDAHM ASSOCIATES,
 WITNESSETH:

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

The South one-half, South one-half, Southeast one-quarter of
 Section 26, Township 36 South, Range 11 East, Willamette Meridian,

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 acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party
 an easement for ingress and egress purposes over the Southeasterly
 portion of the above described parcel owned by the first party. The
 easement shall be triangular in shape, 30 feet on each side and shall be
 for the benefit of the party of the second part...

This easement is a non-exclusive easement.

The parties agree that in the event use of the easement requires the
 removal of any trees from the property of the first party, that the party
 of the second part, prior to commencement of removal of such trees, shall
 give prior written notice of 60 days of their intent to remove to the
 first party. Removal of such trees shall be the sole expense of the second
 party and all trees severed shall remain the property of the first party.

(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 perpetuity, always subject,
 however, to the following specific conditions, restrictions and considerations:

215 OCT 21 AM 8 58

24
900

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:

This easement is for the benefit of the second party's real property described as:

The E 1/2 NW 1/4 and W 1/2 NE 1/4 of Section 35, Township 36 S.R. 11 E.W.M.

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

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.

WHISKEY CREEK TIMBER COMPANY, a limited partnership

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

STATE OF OREGON, ss.
County of Klamath
Jax August 19 84

Personally appeared the above named Joseph C. Rozewski and Maria Rozewski and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon
My commission expires: 9-27-85

Joseph C. Rozewski
Joseph C. Rozewski
Maria H. Rozewski
Maria Rozewski
and MEZDAHM ASSOCIATES
Robert Meizer
Robert Meizer

STATE OF OREGON, County of _____, 19 _____

Personally appeared _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the _____ president and that the latter is the _____ secretary of _____

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.

Before me:
Notary Public for Oregon
My commission expires: _____

(OFFICIAL SEAL)

AGREEMENT FOR EASEMENT BETWEEN

AND

AFTER RECORDING RETURN TO

Gary L. Hedlund
355 MAIN ST
KRO

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, ss.
County of Klamath

I certify that the within instrument was received for record on the 21st day of October, 19 85, at 8:58 o'clock AM., and recorded in book/reel/volume No. M85 on page 17010 or as document/fee/file/instrument/microfilm No. 54549, Record of Deeds of said County.

Witness my hand and seal of County affixed.
Evelyn Riehn, County Clerk

By *Pam Smith* Deputy
Fee: \$9.00