

91322

AGREEMENT FOR EASEMENT

525-6739-Deed
August 1988

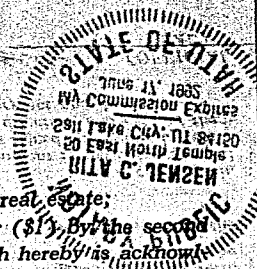
THIS AGREEMENT, Made and entered into this day of August, 1988, by and between Corporation of the Presiding Bishop of the Church of Latter Day Saints, a Utah Corp., sole hereinafter called the first party, and Thomas C. Oden and Denise D. Oden hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Klamath County, State of Oregon, to-wit: The easterly 155 feet of Lot 8, Block 2, Forest Green, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

LOH EYEWENAL
VGHWEENAL

COUNTY OF KLAMATH
STATE OF OREGON



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 over and across the easterly 30 feet of Lot 8, Block 2, Forest Green, for the purpose of an access road to the second party one acre parcel located on the northerly portion of Lot 3, Block 17, 2nd Addition Klamath River Acres.

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

This easement is non exclusive.

SEP 12 AM 11 27

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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:

N/A

THIS AGREEMENT IS NON EXCLUSIVE
 HOWEVER TO THE FOREGOING SPECIFIC CONDITIONS, RESTRICTIONS AND CONSIDERATIONS
 THE AGREEMENT DESCRIBED ABOVE SHALL CONTINUE FOR A PERIOD OF TEN YEARS
 AND SECOND PARTY'S RIGHT OF WAY SHALL BE PARALLEL WITH SAID CENTER LINE AND NOT MORE THAN N/A FEET
 DISTANT FROM EITHER SIDE THEREOF.

EXCEPT AS TO THE RIGHTS HEREIN RESERVED, THE FIRST PARTY SHALL HAVE THE USE AND ENJOYMENT OF THE ESTATE
 THE ESTATEMENT INTEREST RESERVED AND OF THE RIGHTS AND BENEFITS HEREIN RESERVED
 PRINCIPLES AND OTHER OPERATIONS, NECESSARY FOR THE SECOND PARTY'S USE AND ENJOYMENT OF THE ESTATE
 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.

Corporation of the Presiding Bishop of the Church of
 Jesus Christ of Latter-day Saints, a Utah Corporation

BY:

John A. Baker

AUTHORIZED AGENT

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

STATE OF OREGON, County of Klamath, ss.
 Personally appeared John A. Baker, who, being duly sworn,
 do hereby certify that the foregoing instrument is the true and correct copy of the original instrument as the same appears from the records of the County of Klamath, State of Oregon.

1988
 Personally appeared the above named
 and acknowledged the foregoing instrument to be
 voluntary act and deed.

(OFFICIAL
 SEAL)

Before me:

Notary Public for Oregon

My commission expires:

and that the seal affixed to the foregoing instrument is the true and correct copy of the original instrument as the same appears from the records of the County of Klamath, State of Oregon.

Before me:

Notary Public for Oregon

My commission expires: 6/17/1992

AGREEMENT FOR EASEMENT

BETWEEN

Corp. of the Presiding Bishop of the
 Church of Latter Day Saints,
 a Utah Corp. sole
 Thomas C. Oden And Denise D. Oden

TRON C. ODEN
 15809 CLOVER CREEK RD.
 KLAMATH FALLS, OREG.
 97601

STATE OF OREGON,
 County of Klamath } ss.

I certify that the within instru-
 ment was received for record on the
 12th day of Sept., 1988,
 at 11:27 o'clock AM., and recorded
 in book/reel/volume No. M88 on
 page 14856 or as document/fee/file/
 instrument/microfilm No. 91322
 Record of Deeds
 of said County.

Witness my hand and seal of
 County affixed,
 Evelyn Biehn, County Clerk
 TITLE
 By: Pauline Muelendaar Deputy

Fee \$13.00