

2009-001930

Klamath County, Oregon



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EASEMENT

02/11/2009 02:47:38 PM

Fee: \$31.00

ATE AR# 7213

Between
Lucinda Alexander, Grantor

And

Gerald J. Japp and Natalie G. Japp, husband and wife and Cornelius R. Pelroy, not as tenants in common but with full rights of survivorship, Grantee

After recording, return to:

Gerald J. Japp et al
6733 Rosa Lane
LaPine, OR 97739

This EASEMENT is to clarify and establish an existing road easement between the following parties and for the Grantor to grant to the Grantee the rights of access and utilities along the 30 foot road easement for consideration of mutual benefits;

WHEREAS: Lucinda Alexander, referred hereinafter as ALEXANDER is the owner in fee title to Parcel 1 attached hereto, and has the right to grant the easement hereinafter described relative to the real estate;

WHEREAS, Gerald J. Japp and Natalie G. Japp, husband and wife and Cornelius R. Pelroy, not as tenants in common but with full rights of survivorship, referred hereinafter as JAPP ETAL are the owners in fee title to Parcel 2 attached hereto,

NOW, THEREFORE, in consideration of mutual benefit by each party, ALEXANDER does herein grant to JAPP ETAL a non-exclusive easement for road purposes and for public utilities over, across and through a strip of land 30 feet in width, being the South 30 feet of Parcel 1 described herein.

All parties 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 each parties use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Each party agrees to save and hold each other party harmless from any and all claims of third parties arising from each party's use of the rights herein granted.

This easement shall be perpetual and run with the land. During the existence of this easement, maintenance and repair of the easement shall be shared equally by all parties using said easement, unless by negligence or abnormal use said easement is damaged, than the party responsible shall also be responsible for repairs at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto, but also their respective heirs, executors, administrators, assigns, and successors in interest.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the 10 day of February, 2009.

This document is being recorded as an
accommodation only. No information
contained herein has been verified.
Aspen Title & Escrow, Inc.

31 ATE

Lucinda Alexander
LUCINDA ALEXANDER

STATE OF OREGON,

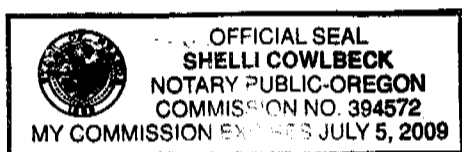
County of Deschutes } ss.

BE IT REMEMBERED, That on this 10 day of February, 2009,
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named Lucinda Alexander

known to me to be the identical individual..... described in and who executed the within instrument and
acknowledged to me that Shel.....executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

Shelli Cowlbeck
Notary Public for Oregon
My commission expires 7-5-2009



Parcel 1:

The W1/2 of the NE1/4 of the SE1/4 of the NW1/4 of the SW1/4 AND the E1/2 of the NE1/4 of the SE1/4 of the NW1/4 of the SW1/4 ALL in Section 16, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon

Parcel 2:

The E1/2 of the NW1/4 of the SE1/4 of the NW1/4 of the SW1/4 of Section 16, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, Saving and Excepting 30 feet on the South side for roadway purposes.