

2010-011472

Klamath County, Oregon



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09/28/2010 01:48:05 PM

Fee: \$52.00

NTC 1394 - 10214

PERMANENT EASEMENT

Between

Marta Carpenter
P.O. Box 1810
Klamath Falls, OR 97601

And

Becky Bahlman
Kazi Management St. Croix, LLC
227 King street, Suite 2
Fredericksted
St. Croix, USVI 00840

After recording return to:

Starla Jean Goff
Smith, Freed & Eberhard
111 SW 5th Avenue, Suite 4300
Portland, OR 97204

(For Recorder)

THIS AGREEMENT made and entered into on August 17, 2009, by and between MARTA CARPENTER, hereinafter called the first party, and KAZI MANAGEMENT ST. CROIX, LLC, hereinafter called the second party, WITNESSETH:

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

Township 38 South, Range 8 East of the Willamette Meridian, and as further described in the attached Exhibit C.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record owner of the following described real property in that county and state, to-wit:

Parcel 2 of Land Partition 04-08 (Exhibit A) situated in the NE1/4, the NW1/4 and the NE1/4 of the SW1/4 of Section 23, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH an access and public utility easement as delineated on the recorded plat of said partition (Exhibit B).

52amf

NOW, THEREFORE, in view of the premises and in consideration of \$35,000.00 paid by the second party to the first party, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party a private ingress, egress and driveway easement over the following described portion of first party's property, to wit:

A line starting at a point on shore 100 feet north of existing ramp then west to the west side of existing road (drive way), follow the existing drive way in a southwest curve around to the SW corner of concrete slab in front of shop; then SW along the SE side of driveway to a point where a line drawn perpendicular with the driveway to the lake's shoreline would complete a 5 acre parcel (counting the shore line as the SE boundary back to point of beginning).

The second party 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 tress, 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 agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be in perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

NONE

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of the second party.

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage 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 considering this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

FIRST PARTY

Marta C. Carpenter

STATE OF Texas)

County of Dallas)

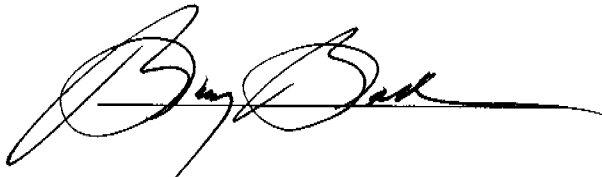
ss.

This instrument was acknowledged before me on September 24, 2010, by
Marta C. Carpenter

Molly Freestone
Notary Public for Intel Continental
Dallas

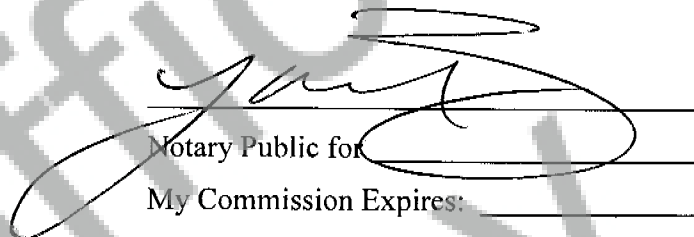


SECOND PARTY



~~Territory~~
STATE OF US Virgin Is.
~~District~~
County of St. John/St. John SS.

On this Sept 27, 2010, before me, the undersigned notary public personally appeared Beck Mahlum proved to me through satisfactory evidence of identification, which were Driver's License to be the person whose name is signed on the proceeding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Notary Public for _____
My Commission Expires: _____

LAURA LEE BERRY
NP-168-07
COMMISSION EXPIRES:
AUGUST 2, 2011