

04 APR 19 PM 3:21

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EASEMENT

MTG- 64499 SM

Vol M04 Page 23046



Between

J.K. DEVELOPMENT CO

And

GLENN AND DEANNA VEST

SPACE RESERVED
FOR
RECORDERS USE

State of Oregon, County of Klamath
Recorded 04/19/2004 3:21 p m
Vol M04 Pg 23046-48
Linda Smith, County Clerk
Fec \$ 31.00 # of Pgs 3

After recording, return to Grantor Address, Zip:

J.K. DEVELOPMENT CO

6640 KELLER RD

KLAMATH FALLS, OR 97603

THIS AGREEMENT made and entered into on J.K. DEVELOPMENT CO., an Oregon Corporation and
between hereinafter called the first party, and
GLENN VEST AND DEANNA VEST, husband and wife
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:

**Lot 3 in Block 20 of TRACT 1127, NINTH ADDITION TO SUNSET VILLAGE,
according to the official plat tehreof on file in the office of the
County Clerk of Klamath County, Oregon.**

and has the unrestricted right to grant the easement hereinafter described relative to the real estate.

NOW, THEREFORE, in view of the premises and in consideration of \$ 1.00 by the second party to the
first party paid, 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 an easement, to-wit: **an easement for the
existing shed encroachment of approximately 6 inches on the above described lot.
Said easement is also for the maintenance of said shed. At such time as existing shed
is moved or destroyed easement shall be extinguished.**

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)

3/10



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 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 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 until such time as shed is moved or destroyed, always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

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

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 (check one): ☐ the first party; ☒ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party responsible for _____ % and the second party responsible for 100 %. (If the last alternative is selected, the percentages allocated to each party should total 100.)

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 construing 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. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

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

J.K. DEVELOPMENT CO.,

By- Stephen J. Keller

FIRST PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on April 15 2004,

by _____

This instrument was acknowledged before me on _____

by Stephen J. Keller

as Secretary

of J.K. Development co., an Oregon Corporation



Lisa Weatherby
Notary Public for Oregon

My commission expires 11/20/07

Glenn Vest

Deanna Vest

SECOND PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on April 19 2004,

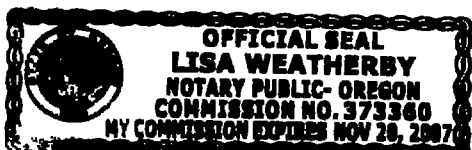
by Glenn Vest and Deanna Vest

This instrument was acknowledged before me on _____

by _____

as _____

of _____



Lisa Weatherby
Notary Public for Oregon

My commission expires 11/20/07

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