

Recording Requested By:
Aspen Title & Escrow, Inc.
525 Main Street
Klamath Falls, OR 97601

M06-14072

Klamath County, Oregon
07/12/2006 02:44:42 PM
Pages 4 Fee: \$36.00

When Recorded Return To:

Aspen Title & Escrow, Inc.
525 Main Street
Klamath Falls, OR 97601

Until requested otherwise, send all tax statements:

ASPEN: 63536 MS

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

COVER SHEET

DOCUMENT: Encroachment Easement

First Party: Cheryl A. Kasovsky

TRUSTEE:

Second Party: George M. Huege

CONSIDERATION: \$

DATE:

LEGAL DESCRIPTION: See Attached

ENCROACHMENT EASEMENT

DATE: August ____, 2005

FIRST PARTY: Cheryl A. Kasovsky

SECOND PARTY: George M. Huege

P.O. Box 7799

Bend, OR 97708

WITNESSETH:

WHEREAS: The First Party is the record owner of the following described real property in Klamath County, State of Oregon, described as follows:

Lot 688, Block 104, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

and has the unrestricted right to grant the easement hereinafter described to the real property; NOW, THEREFORE, in view of the premises and in consideration of the sale of the real property from Second Party to First Party of the above described real property, they agree as follows:

There exist a portion of the residence, primarily located on Lot 689, Block 104, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon, which encroaches onto, over and across the real property of the First Party that is the property of the Second Party. The First Party does hereby grant an easement to the Second Party for that portion of the premises and any maintenance thereto for so long as that portion of the premises shall exist. Should the premises be destroyed by the Second Party or by disaster, this easement will cease and the Second Party shall execute any and all documents necessary to extinguish the easement at the request of the First Party, his heirs, successors and assigns.

Except as to the rights herein granted, the First Party shall have the full use and control of the above described real property.

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement or portion of the premises located upon 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 to the immediate parties hereto, but also their respective heirs, executors, administrators 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 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 this, the day and year first hereinabove written.

FIRST PARTY:

/s/ _____

/s/ _____

SECOND PARTY:

/s/ George M. Huege

/s/ _____

STATE OF OREGON, County of Klamath)ss.

Personally appeared the above named _____, First Party, and acknowledged the foregoing instrument to be his voluntary act and deed.

(S E A L)

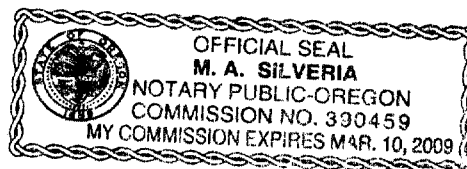
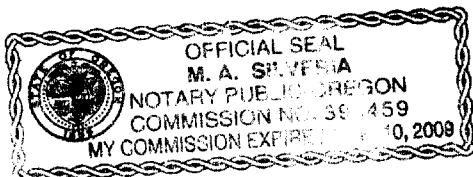
Before me: _____
Notary Public for OREGON
My Commissioner Expires: _____

STATE OF OREGON, County of Klamath)ss.

On July 6, 2006 -
Personally appeared the above named George M. Huege, Second Party, and acknowledged the foregoing instrument to be his voluntary act and deed.

(S E A L)

Before me: M. A. Silveria
Notary Public for OREGON
My Commissioner Expires: 3/10/06



This agreement shall bind and inure to the benefit of, as the circumstances may require, not only to the immediate parties hereto, but also their respective heirs, executors, administrators 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 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 this, the day and year first hereinabove written.

FIRST PARTY:

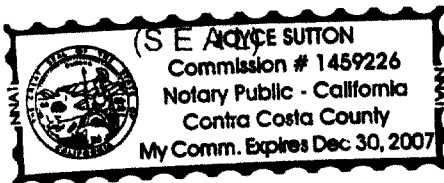
SECOND PARTY:

/s/ Cheryl Kasovsky
/s/ _____

/s/ George M. Huege
/s/ _____

California
STATE OF OREGON, County of Klamath)ss.
County of Contra Costa)ss.

Personally appeared the above named Cheryl Kasovsky, First Party, and acknowledged the foregoing instrument to be his voluntary act and deed.



Before me: Joyce Sutton
Notary Public for OREGON
My Commissioner Expires: 12-30-07

STATE OF OREGON, County of Klamath)ss.

Personally appeared the above named George M. Huege, Second Party, and acknowledged the foregoing instrument to be his voluntary act and deed.

(SEAL)

Before me: _____
Notary Public for OREGON
My Commissioner Expires: _____