

NN

EASEMENT

Vol M02 Page 54549
STATE OF OREGON, } ss.

'02 SEP 25 AM 10:58

Between

Colahan

And

Horn

SPACE RESERVED
FOR
RECORDER'S USE

After recording, return to (Name, Address, Zip):

AmeriTitle

1501 E. Mc Andrews

Medford, OR 97504

State of Oregon, County of Klamath

Recorded 09/25/2002 10:58 a.m.

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Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2

eputy.

THIS AGREEMENT made and entered into on September 20, 2002, by and between Keith G. Colahan and Linda J. Colahan, hereinafter called the first party, and William D. Horn and Barbara J. Horn, 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:

Lots 1 and 2, Subdivision of Tracts B & C Frontier Tracts, according to the official plat thereof on file in 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 \$_____ 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 an encroachment of an outbuilding with no foundation onto Lot 2 as disclosed by Lot Certification dated May 19, 1997 by TruLine Surveying.

Said easement is for the use and benefit of Lot 3, Subdivision of Tracts B & C Frontier Tracts, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

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

(OVER)



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 conditional, always subject, however, to the following specific conditions, restrictions and considerations:

Said Easement shall run with the land until such time as the outbuilding is removed. Upon removal this easement shall terminate

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 N/A 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 _____. (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.

Keith G. Colahan
Keith G. Colahan
Linda J. Colahan
Linda J. Colahan



STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on September 24, 2002
by KEITH G. COLAHAN and LINDA J. COLAHAN

This instrument was acknowledged before me on _____
by _____
as _____
of _____

Carol A. McCullough
Notary Public for Oregon
My commission expires 11/7/05

William D. Horn

Barbara D. Horn

STATE OF OREGON, County of _____) ss.

This instrument was acknowledged before me on _____
by _____
This instrument was acknowledged before me on _____
by _____
as _____
of _____

Notary Public for Oregon
My commission expires _____