

'02 SEP 27 PM2:58

EASEMENT

'02 SEP 25 AM10:58

'02 OCT 22 PM2:56

Colahan

Horn

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

AmeriTitle  
1501 E. Mc Andrews  
Medford, OR 97504

SPACE RESERVED  
FOR  
RECORDER'S USE

Vol M02 Page 54549  
STATE OF OREGON, } ss.

Vol M02 Page 55095

State of Oregon, County of Klamath  
Recorded 09/27/2002 2:58 p.m.  
Vol M02, Pg 55095-97  
Linda Smith, County Clerk  
Fee \$ 15<sup>00</sup> RR # of Pgs 3

State of Oregon, County of Klamath  
Recorded 09/25/2002 10:58 a.m.  
Vol M02, Pg 54549  
Linda Smith, County Clerk  
Fee \$ 26<sup>00</sup> # of Pgs 2 eputy.

Vol M02 Page 60286

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.

State of Oregon, County of Klamath  
Recorded 10/22/2002 2:56 p.m.  
Vol M02, Pg 60286-88  
Linda Smith, County Clerk  
Fee \$ 15<sup>00</sup> RR # of Pgs 3

\*BEING RERECORDED TO ADD SIGNATURE PAGE

\*\* This document is being re-recorded to fix notary section

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)

15 RR  
15.00 RR  
26.00 M



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.)

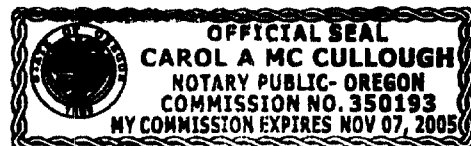
During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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  
FIRST PARTY



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 J. Horn  
SECOND PARTY

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 \_\_\_\_\_



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.

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

-----  
Keith G. Colahan

-----  
Linda J. Colahan <sup>FIRST PARTY</sup>

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 \_\_\_\_\_

William D. Horn  
  
Barbara J. Horn <sup>SECOND PARTY</sup>

STATE OF OREGON, County of Jackson) ss.

This instrument was acknowledged before me on 9-25-02  
by William D. Horn And Linda J. Colahan

This instrument was acknowledged before me on Barbara J. Horn  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

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Notary Public for Oregon  
My commission expires 6-10-06

