

NN
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EASEMENT

Vol M02 Page 55458
STATE OF OREGON, 1

Between

And

SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath

Recorded 09/30/2002 10:59 a. m.Vol M02, Pg 55458-59

Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2

eputy.

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

Samuel C. GoldP.O. Box 1115Klamath Falls, OR 97601

37939

M02 1396

THIS AGREEMENT made and entered into on JUNE July 22 2002, by and
between ERNEST J. BORGMAN AND DOROTHY J. BORGMAN
hereinafter called the first party, and SAMUEL C GOLD AND CATHERINE J GOLD, 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:The North one half of the SE1/4 of Section 7, Township 36, South,
Range 13, E.W.M., 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 \$ other than money 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 over the existing road as described in Volume M96 at page 18593, Volume M96
at page 18591 and Volume M96 at page 18587, Microfilm Records of Klamath County, Oregon,
and over and across the above described real property of the First Party to the real
property of the Second Party described as the SE1/4 of the SE1/4 of Section 17, the
S1/2 of the SW1/4 of the SE1/4 of Section 17, and the N1/2 of the SW1/4 of the SE1/4
of Section 17, all in Township 36 South Range 13, E.W.M., Klamath County, Oregon.Provided, however, that party of the first part reserves all rights and privileges to relocate, realign
or otherwise provides for access through property that belongs to party of the first part, so long
as access is provided to party of the second part. Maintenance, improvements or other
allocations shall be done only as authorized by party of the first part. Any violation of this
provision shall extinguish this agreement.

(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 perpetuity, 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 _____. (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.

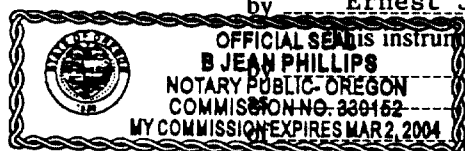
Ernest J. Borgman
Ernest J. Borgman

Dorothy J. Borgman
Dorothy J. Borgman

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on June 22 2002

by Ernest J. Borgman and Dorothy J. Borgman



[Signature]
Notary Public for Oregon
My commission expires _____

Samuel C. Gold
Samuel C. Gold

Catherine J. Gold
Catherine J. Gold

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on June 27 2002

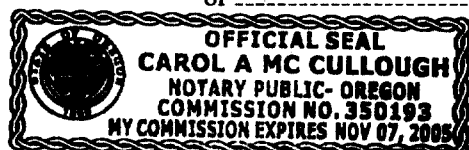
by Samuel C. Gold and Catherine J. Gold

This instrument was acknowledged before me on _____

by _____

as _____

of _____



[Signature]
Notary Public for Oregon
My commission expires Nov 7, 2005