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NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



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## EASEMENT

Vol M05 Page 54231

Between

Darrell Walters

And

of Daniel Knorpp  
Krystal Knorpp

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

State of Oregon, County of Klamath

Recorded 07/15/05 8:16 a. mVol M05 Pg 54231-32

Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2

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THIS AGREEMENT made and entered into on July 14, 2005, by and  
between Darrell Walters  
hereinafter called the first party, and Daniel + Krystal Knorpp  
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:

Township 38, Range 09, Section 70, Tax lot 2402

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record owner of the following described real property in that county and state, to-wit:

Township 38, Range 09, Section 70, Tax lot 2300.

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:

Over and across a 15' strip commencing at a point that is approximate to the intersection of the Northeast property line of the Grantor and Uhrmann Road and traversing over and across an existing road in a southwesterly direction to its intersection with grantees property as named above.

Together with the right to place a culvert between the existing pond on grantees property to the pit on the grantor's property.

(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.

Darrell Walters

FIRST PARTY

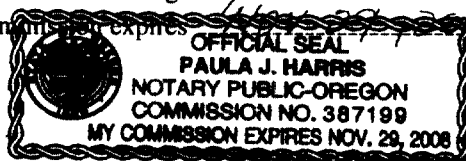
STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on July 14, 2005 by Darrell Walters

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

Paula J. Harris  
Notary Public for Oregon

My commission expires Nov 29, 2008

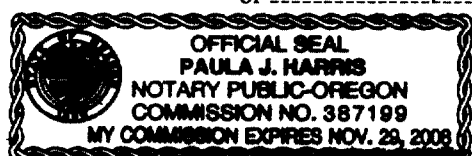


Daniel Knorpp  
Krystal Knorpp  
SECOND PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on July 14, 2005 by Daniel Knorpp & Krystal Knorpp

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_



Paula J. Harris  
Notary Public for Oregon

My commission expires Nov 29, 2008