

EA

MTG 282263 17

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

2019-003453

Klamath County, Oregon

03/29/2019 11:54:01 AM

Fee: \$87.00

EASEMENT

STATE OF ORE

County of _____

Between
 Glen H. Levenfeld and Patricia L. Levenfeld
 11050 Buesing Rd
 Klamath Falls, OR 97603
 And
 Dennis Hynes, Trustee of the J & J Family Trust
 3939 S 6th St. #301
 Klamath Falls, OR 97603
 After recording, return to (Name, Address, Zip):
 Ryan Hamel
 18181 Chin Rd.
 Klamath Falls, OR 97603

SPACE RESERVED
 FOR
 RECORDER'S USE

I certify that the within instrument was received for recording on _____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ and/or as fee/file/instrument/microfilm/reception No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy.

THIS AGREEMENT made and entered into on March 28, 2019, by and between Glen H. Levenfeld and Patricia L. Levenfeld, as Tenants by the Entirety, hereinafter called the first party, and Dennis Hynes, Trustee of the J & J Family Trust, 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:

Parcel 2 of Land Partition 16-13, replat of Parcel 1 of Land Partition 14-13 situated in SW1/4 and SE1/4 NW1/4 of Section 33, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, recorded November 25, 2013 in Volume 2013-013094, Microfilm Records of Klamath County, Oregon.

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:

That portion of the E1/2 of the NW1/4 of Section 33, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, lying North and East of the East line of the U.S.B.R. "C" Canal.

NOW, THEREFORE, in view of the premises and in consideration of \$ 0 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 existing pump and pipe and access thereto

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

(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.

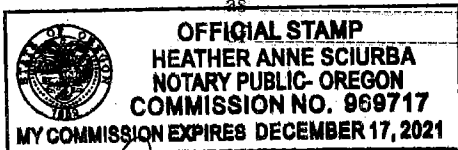
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

Patricia L. Lavenfeld
FIRST PARTY

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on 3.28.19
by Allen H. Lavenfeld & Patricia L. Lavenfeld

This instrument was acknowledged before me on _____
by _____



Heather Anne Scurba

Notary Public for Oregon

My commission expires Dec. 17 2021

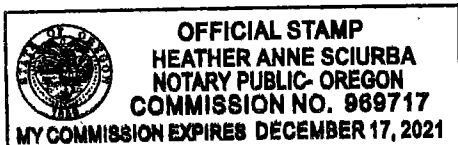
Dennis Hynes
SECOND PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on _____

by _____
This instrument was acknowledged before me on 3.28.19

by Dennis Hynes
as Trustee
of The OJ Family Trust



Heather Anne Scurba

Notary Public for Oregon

My commission expires Dec. 17 2021