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05/29/2012 03:30:09 PM

Fee: \$57.00

PERMANENT EASEMENT and SUBORDINATION

MARK L. SARGENT and JANET K. SARGENT, husband and wife, Grantor, for the true and actual consideration of **\$6,800**, does grant to the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a permanent easement to construct, reconstruct, repair, and maintain a public highway and its appurtenances and facilities, and also to construct and maintain water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefore, upon, over, under and across the property described as **Parcel 1 on Exhibit "A" dated 9/19/2011**, attached hereto and by this reference made a part hereof.

Grantor also grants to Grantee, its successors and assigns, a temporary easement for a work area for construction purposes over and across the property described as **Parcel 2 on Exhibit "A" dated 9/19/2011**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate three (3) years from the date hereof or upon completion of the above-mentioned construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described Parcel 2, except as stated herein, nor prevent Grantor from the use of said property; provided, however that such use does not interfere with the rights herein granted.

RETURN TO
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2
SALEM OR 97302-1142

Map and Tax Lot #: 38 09 32CA 02101

Property Address: 125 Riverside Drive
Klamath Falls, OR 97601

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Klamath Falls, OR 97601

52Pmt

Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of said property, and will warrant the easement rights herein granted from all lawful claims whatsoever.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

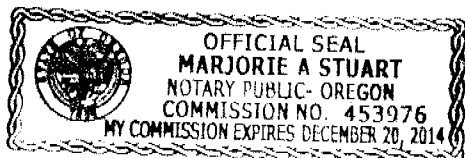
Dated this day of FEBRUARY 21, 20 12.

Mark L. Sargent
Mark L. Sargent

Janet K. Sargent
Janet K. Sargent

STATE OF OREGON, County of Klamath

Dated 2/21, 20 12. Personally appeared, and signed before me by, the above named Mark L. Sargent and Janet K. Sargent, who acknowledged the foregoing instrument to be their voluntary act. Before me:



ONA Sargent
Notary Public for Oregon
My Commission expires 12/20/14

Accepted on behalf of the Oregon Department of Transportation

[Signature]

SUBORDINATION OF TRUST DEED

U.S. BANK N.A., being the beneficiary in that certain Oregon Trust Deed, Security Agreement and Assignment of Rents and Leases (Including Fixture Filing under Uniform Commercial Code) executed by Mark L. Sargent and Janet K. Sargent, dated January 12, 2005, recorded January 19, 2005 in Volume M05, Page 04011, Records of Klamath County, Oregon, does consent to that permanent easement for Highway Right of Way Purposes, and that temporary easement for work area, herein granted over said property by Mark L. Sargent and Janet K. Sargent, husband and wife, to the State of Oregon, by and through its Department of Transportation, and subordinates the lien of said Trust Deed to said easement.

Dated 20th day of April, 20 12

U.S. BANK N.A.

By

By Bryan Phillips - Relationship Manager

STATE OF OREGON, County of Klamath

Dated April 20, 20 12, Personally appeared the above named Bryan Phillips
and n/a, known by me to be the Relationship Manager and
_____, of U.S. Bank, N.A., who acknowledged that he/she/their executed the same for
the purposes therein expressed and in the capacity therein stated, as the act and deed of said Bank. Before me:



Brienne Marie Riley
Notary Public for Oregon
My Commission expires 10/03/2014

Parcel 1 – Permanent Easement for Highway Right of Way Purposes

A parcel of land lying in Government Lot 1 of Section 32, Township 38 South, Range 9 East, W.M., Klamath County, Oregon and being a portion of that property described in that Bargain and Sale Deed to Mark L. Sargent and Janet K. Sargent, husband and wife, recorded January 19, 2005, in Book M05, Page 04010, Klamath County Record of Deeds; the said parcel being that portion of Lot 1, Block 3 and the Northerly 22.00 feet of Lot 2, Block 3, WEST KLAMATH FALLS ADDITION TO THE CITY OF KLAMATH FALLS, included in a strip of land 16.00 feet in width, lying Easterly of and adjacent to the Westerly line of said Lot 1 and Lot 2.

This parcel of land contains 1,228 square feet, more or less.

Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in Government Lot 1 and Government Lot 12 of Section 32, Township 38 South, Range 9 East, W.M., Klamath County, Oregon and being a portion of that property described in that Bargain and Sale Deed to Mark L. Sargent and Janet K. Sargent, husband and wife, recorded January 19, 2005, in Book M05, Page 04010, Klamath County Record of Deeds; the said parcel being all of Lot 1 Block 3 and the Northerly 27.00 feet of Lot 2 Block 3, WEST KLAMATH FALLS ADDITION TO THE CITY OF KLAMATH FALLS.

EXCEPT therefrom Parcel 1.

This parcel of land contains 1,984 square feet, more or less.