

Returned at Counter

2024-004053  
Klamath County, Oregon



05/22/2024 02:22:22 PM

Fee: \$112.00

RETURN TO:  
Brandsness, Brandsness & Rudd, P.C.  
411 Pine Street  
Klamath Falls, OR 97601

Grantor:

LTD-J&R, LLC, an Oregon  
Limited Liability Company  
246 Skyridge Drive  
Klamath Falls, OR 97603

Grantee:

U.S. Bank National Association,  
a national banking association  
c/o Corporate Real Estate  
800 Nicollet Mall (BC-MN-H15F)  
Minneapolis, MN 55402

#### EASEMENT MODIFICATION

THIS AGREEMENT made and entered into this 17 day of  
MAY 2024, by and between LTD-J&R, LLC, an Oregon Limited  
Liability Company, Grantor, U.S. Bank National Association, a  
national banking association, Grantee.

#### Recitals

1. On August 5, 1957, Dean O. Miller and Naomi Miller granted a non-exclusive easement recorded in Klamath County Deed Records vol. 293, page 442 (the "110-foot Easement"). The 110-foot Easement benefited property owned by H. R. Wagner and Norma E. Wagner, husband and wife, W. R. Wagner and Amy Wagner, husband and wife, Raymond H. Engeloke and Lulu Engeloke, husband and wife, and U.S. Bank National Association, successor in interest to United States National Bank of Portland, a National Banking Association.

2. Grantee herein is the owner of a portion of the dominant property described in the 110-foot Easement. Grantee's dominant property is described in Exhibit "B" attached hereto.

3. LTD-J&R, LLC, an Oregon Limited Liability Company, is the successor in interest to Grantor, Dean O. Miller and Naomi Miller, and owner of the servient property.

#### Agreement

4. U.S. Bank National Association, along with LTD-J&R, LLC, an Oregon Limited Liability Company, for good and valuable consideration, modify the 110-foot Easement by reduction of the size of the easement which shall now be only the Northerly 30-feet of the Grantors property, which is more particularly described in

Exhibit "A" attached hereto. US Bank National Association releases and relinquishes any right, title and interest to the remaining southerly 80 feet of the 110-foot easement, except as otherwise stated herein.

5. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement, except to the extent caused by Grantor's negligence or intentional acts. Grantee assumes all risks arising out of its use of the easement and Grantor shall have no liability to Grantee or others for any condition existing thereon, except to the extent caused by Grantor's negligence or intentional acts.

6. Consideration for this Agreement includes granting to U.S. Bank National Association, a national banking association, additional easements with an agreement by the Grantee to improve and maintain the easement, a summary of which is attached hereto as Exhibit "C".

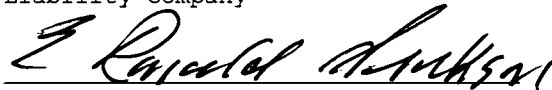
7. Exhibit "C" describes the improvements to the property. U.S. Bank National Association, the Grantee herein, has completed the improvement and maintenance on the 30-foot easement described in paragraph 4 above, and more particularly described in Exhibit "A".

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 17 day of May, 2024.

Grantors:

LTD-J&R, LLC, an Oregon Limited Liability Company

Dated: 5-17-2024



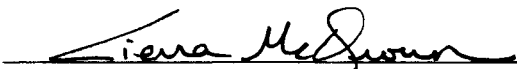
By: E. Ronald Isakson

Title: Member

Grantees:

U.S. Bank National Association,  
a national banking association

Dated: 5/10/24



By: Cierra McQuown

Title: Vice President

STATE OF OREGON           )  
  ) ss.  
County of Klamath        )

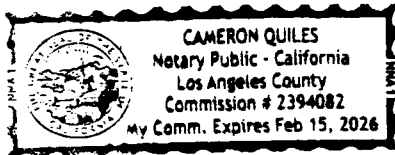
Personally appeared before me this 17 day of May, 2024, the above-named E. Ronald Isakson, Member of LTD-J&R, LLC, an Oregon Limited Liability Company.



Faye W. Wolfe  
Notary Public for Oregon  
My Commission expires: 3.16.27

STATE OF California    )  
  ) ss.  
County of Los Angeles)

Personally appeared before me this 10<sup>th</sup> day of May 2024, 2024, the above-named Cierra McQuown, Vice President of U.S. Bank National Association, a national banking association.



Cameron Quiles  
Notary Public for California  
My Commission expires: 2/15/2026

EXHIBIT 'A'  
LTD-J&R

File No. 471442AM

Beginning at a point 48.5 feet South of the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 3, Township 39 South, Range 9 East of the Willamette Meridian; thence South 646.5 feet to the right of way of the Oregon California and Eastern Railway Company; thence Northwesterly along said right of way 162 feet; thence Northerly 576.3 feet to the South side of the Dalles-California Highway; thence Easterly 150 feet to the place of beginning.

SAVING AND EXCEPTING from said premises the portions conveyed to the State of Oregon for Highway purposes.

Also SAVING AND EXCEPTING the following described parcel: A tract of land situated in the Southeast Quarter of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at the East one-fourth corner of said Section 3; thence South 89°52' West 1,275.74 feet; thence South 00°21'47" East 54.10 feet to a one-half inch pipe on the Southerly right of way line of the Dalles-California Highway marking the Northeast corner of that parcel of land described in Volume 251, page 162, Deed Records of Klamath County, Oregon; thence continuing South 00°21'47" East along the East line of said parcel described in said Volume 251, page 162, Deed Records of Klamath County, Oregon, 233.00 feet to the true point of beginning of this description; thence continuing South 00°21'47" East along said line 395.64 feet to the Northerly right of way line of the Oregon-California and Eastern Railway Company; thence North 67°41' West along said right of way line 156.57 feet (162 feet by Record); thence North 00°55'30" West along the West line of said Parcel described in Volume 251, page 162, Deed Records of Klamath County, Oregon, 334.24 feet; thence North 89°14' East 147.71 feet to the true point of beginning of this description.

And also SAVING AND EXCEPTING the following described parcel:

A parcel of land lying in the NE1/4 SE1/4 and NW1/4 SE1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; said parcel being a portion of that property designated as Parcel 2 and described in that Statutory Warranty Deed to Patrick Brady, recorded February 20, 2009 in Book 2009, Page 002643, Klamath County Record of Deeds, said parcel being that portion of said property lying between lines at right angles to the centerline of the relocated Klamath Falls - Lakeview Highway at Engineer's Stations 58+90 00 and 61+16 00 and included a strip of land 41.00 feet in width, lying on the Southerly side of said center line, which center line is described as follows:

Beginning at Engineer's center 24+00 00, said station being 1,973.05 feet West and 1,304.43 North of the Center quarter corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian; thence South 55°50'25" East, 1765.50 feet; thence on a spiral curve left (the long chord of which bears South 59°31'15" East 469.22 feet) 470.00 feet; thence on a 1,219.06 foot radius curve left (the long chord of which bears South 72°54'28" East 255.81 feet) 256.28 feet; thence on a spiral curve left (the long chord of which bears South 86°17'41" East 469.22 feet) 470.00 feet to Engineer's center line Station 53+61 77 Back equals 53+70 60 Ahead, thence South 89°58'31" East 2,150.39 feet to Engineer's Station 75+20 99 Back equals 75+21 60 Ahead, on said center line.

Bearings are based on County Survey No. 7892, filed January, 2012, Klamath County, Oregon.

Exhibit B  
USNB

A portion of the NW1/4 SE1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian more particularly described as follows:

Beginning at a 1/2 inch iron pin on the South right of way line of South Sixth Street, as the same is presently located and constructed, said point being on the West line of tract of land deeded to Miller by deed Volume 251, page 162 and the East line of tract of land deeded to Wheeler by deed volume 142, page 349, Klamath County deed records; thence South 0°55'30" East along the line between the two above described tracts a distance of 291.6 feet to a 5/8 inch iron pin marking the Southeast corner of tract of land deeded to United States National Bank of Oregon by deed recorded in Volume M67, page 4075, Microfilm records of Klamath County, Oregon and the true point of beginning of this description; thence continuing South 0°55'30" East a distance of 50.0 feet to a point; thence South 89°14' West a distance of 136.09 feet to a point; thence North 0°55'30" West a distance of 50.0 feet to the Southwest corner of said parcel described in Volume M67, page 4075; thence North 89°14' East, along the South line of said parcel, a distance of 136.09 feet, more or less, to the point of beginning.

1. EAST SIDE ACCESS (TOWN & COUNTRY):

- 1.1. 3,000 SQUARE FEET OF NEW ASPHALT AND AGGREGATE BASE.
- 1.1.1. 60 TONS OF ASPHALT (3")
- 1.1.2. 155 TONS AGG. BASE (9")
- 1.1.3. EXCAVATE/HAUL OFF 120 C.Y.
- 1.2. FENCE - 130 FEET
- 1.3. 15" VERTICAL CURB - 130 FEET (ALONG ASPHALT)

2. WEST SIDE ACCESS (BANK):

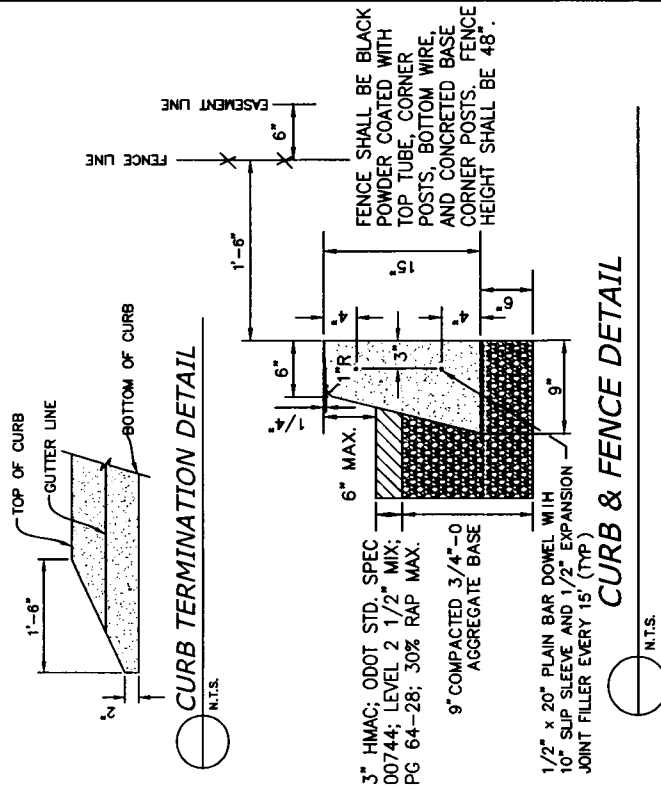
- 2.1. 1,850 SQUARE FEET OF NEW ASPHALT AND AGGREGATE BASE.
- 2.1.1. 36 TONS OF ASPHALT (3")
- 2.1.2. 95 TONS AGG. BASE (9")
- 2.1.3. EXCAVATE/HAUL OFF 70 C.Y.
- 2.2. FENCE - 195 FEET
- 2.3. 15" VERTICAL CURB - 130 FEET (ALONG ASPHALT)

3. SOUTH SIDE (PROPERTY OWNER)

- 3.1. FENCE 135 FEET & HEDGE
- 3.2. 305 FEET OF HEDGE (EAST/WEST SIDES)

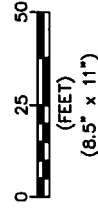
4. NORTH SIDE (BANK)

- 4.1. 4,650 SQUARE FEET OF NEW ASPHALT AND AGGREGATE BASE
- 4.1.1. 90 TONS OF ASPHALT (3")
- 4.1.2. 235 TONS OF AGG. BASE (9")



**CURB & FENCE DETAIL**

N.T.S.



PROJECT: SOUTH 6TH PROPERTY

DATE 01/04/22

**DRAWING  
SITE-01**