

2024-008132

Klamath County, Oregon

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09/17/2024 10:57:33 AM

Fee: \$102.00

RETURN TO:

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

GRANTOR:

Douglas E. Stumbaugh, Trustee  
Billie Jean Stumbaugh, Trustee  
P.O. Box 209  
Crescent, OR 97733

GRANTEE:

Marvin G. Toomey  
1304 W. 9<sup>th</sup> Street  
Alturas, CA 96101

**EASEMENT**

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of ~~August~~ <sup>September</sup>, 2024, by and between Douglas E. Stumbaugh and Billie Jean Stumbaugh, Trustees, or their successors in interest, under the DJ Stumbaugh Trust, dated February 7, 2018, and any amendments thereto, hereinafter called Grantors, and Marvin G. Toomey, hereinafter called Grantee:

W I T N E S S E T H

WHEREAS, Grantors are the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

A tract of land lying in Klamath County, Oregon on the East side of the Dalles California Highway (US 97) in the NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 30, Township 24 South, Range 9 EWM, and more particularly described as follows:

Beginning at a point 636.4 feet South 0°22' West from the East 1/16 corner of Section 19 and Section 30, Township 24 South, Range 9 EWM and on the East 1/16 line of Section 30, thence S°22' W. 129.28 feet along the same line to an iron pin, thence N 50°54' W. 508.17 feet to an iron pin on the Easterly right of way line of the Dalles-California Highway (US 97), thence N. 15°34' E. 110 feet along said right of way to an iron pin, thence S. 50°54' E. 471.2 feet to an iron pin which the point of beginning.

SAVING AND EXCEPTING, Beginning at a one-half inch iron rod at the Southeasterly corner of that parcel conveyed to

John Toomey and Doris Toomey, as recorded in Volume M68 page 4704, Klamath County Deed records; thence along the Southerly line of said parcel, North 51°45'20" West 170.49 feet; thence North 10°49'50" East 95.52 feet to the intersection with the centerline of the vacated Grambs Street; thence along said centerline, South 50°11' East 151.08 feet to the East boundary of the Townsite of Crescent; thence along said East boundary, South 0°03'10" West 102.61 feet to the point of beginning.

And have the unrestricted right to grant the easement hereinafter described relative to said real property.

Grantors convey to Grantees, their heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantors, more particularly described as: Thirty (30) feet in width along the entire length of the Southwesterly boundary of Grantors' property described above.

The terms of this easement are as follows:

1. Grantees, their agents, independent contractors and invitees shall use the easement for road purposes only, for access to the property described in paragraph 8 and in conjunction with such use may construct, reconstruct, maintain and repair a road thereon.

2. Grantors reserve the right to use, construct, reconstruct and maintain the road located upon the easement and Grantor may grant use rights for use by third parties. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the others, however, in case of conflict, Grantors' right of use shall be dominant.

3. Grantors reserve the right to relocate the road at any time and in such case shall reconstruct a road at such new

location in as good or better condition as existed at the prior location. If the road is relocated, Grantors may record an instrument indicating the relocated road easement and such instrument shall serve to amend this easement and eliminate any rights of Grantees in the original easement. Such amendment of the description shall be effective whether or not signed by Grantees but Grantees shall execute it or such other document necessary to indicate relocation of the easement, when and if requested by Grantors.

4. Grantees agree to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantees' use of the easement. Grantees assume all risks arising out of their use of the easement and Grantors shall have no liability to Grantees or others for any condition existing thereon.

5. This easement is appurtenant and for the benefit of the real property owned by Grantees and described below in paragraph 8.

6. This easement shall be perpetual and shall not terminate for periods of non-use by Grantees. Said easement may be terminated upon written agreement by Grantors and Grantees, their heirs, successors and assigns.

7. This easement is granted subject to all prior easements or encumbrances of record.

8. The following is a description of the Grantees dominant property to which this easement is appurtenant:

Parcel 1: A parcel of land located in the vacated portion of the Townsite of Crescent, in the Northwest one-quarter of the Northeast one-quarter of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a one-half inch iron rod at the Southeasterly corner of that parcel conveyed to John Toomey and Doris Toomey, as recorded in Volume M68 page 4704, Klamath County Deed Records; thence along the Southerly line of said parcel, North  $51^{\circ}45'20''$  West 170.49 feet; thence North  $10^{\circ}49'50''$  East 95.52 feet to the intersection with the centerline of the vacated Grambs Street; thence along said centerline, South  $50^{\circ}11'$  East 151.08 feet to the East boundary of the Townsite of Crescent; thence along said East boundary South  $0^{\circ}03'10''$  West 102.61 feet to the point of beginning. (Tax Lot 1100)

Parcel 2: A parcel of land located in the Northerly vacated portion of the plat of "Crescent", in Section 30, Township 24 South, Range 9 East, Willamette Meridian, in Klamath County, Oregon, being more particularly described as follows:

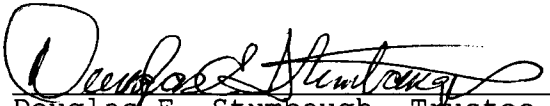
Beginning at a  $\frac{1}{2}$ " rebar on the Easterly line of the plat of "Crescent" from which the Northeasterly corner of said plat bears N.  $00^{\circ}47'41''$  W. 402.76 feet; thence S.  $00^{\circ}47'41''$  E. 234.17 feet, along the Easterly line of said plat, to a  $\frac{1}{2}$ " rebar; thence N.  $51^{\circ}01'51''$  W. 289.90 feet to a  $\frac{1}{2}$ " rebar; thence N.  $38^{\circ}58'09''$  E. 180.00 feet to a  $\frac{1}{2}$ " rebar; thence S.  $51^{\circ}01'51''$  E. 140.12 feet to the place of beginning. The above description includes vacated Lots 1, 2, 3 and 4, Block 2; the vacated alley in Block 2; the Northeasterly one-half of vacated Grambs Street adjacent to Lots 1 and 2; and the Southeasterly one-half of vacated First Street adjacent to Lots 2, 3 and 4 of the plat of "Crescent".

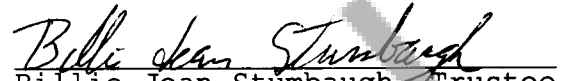
SAVING AND EXCEPTING THEREFROM, Beginning at the intersection of the Northwesterly projection of the Northeasterly boundary of Lot 4, Block 2 and the centerline of the vacated First Street of the original Townsite of Crescent, with said point being located North  $50^{\circ}11'$  West 170.94 feet from the Northeast corner of said Lot 4; thence along the Northwesterly projection of and the Northeasterly boundary of said Lot 4, South  $50^{\circ}11'$  East 30.82 feet to the intersection with the Northerly projection of an existing fence line; thence along said fence line, South  $21^{\circ}53'$  West 132.52 feet to a fence corner; thence South  $51^{\circ}07'46''$  East 37.0 feet; thence South  $10^{\circ}49'50''$  West 62.34 feet to the centerline of the vacated Grambs Street; thence along the centerline of said vacated Grambs Street, North  $50^{\circ}11'$  West 138.82 feet to the intersection of the centerlines of said vacated Grambs Street and the vacated First Street; thence along the centerline of said vacated First Street, North  $39^{\circ}49'$  East 180.0 feet to the point of beginning. (Tax Lot 1000)

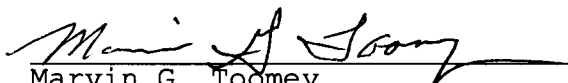
IN WITNESS THEREOF, the parties have caused this instrument to be executed this 4<sup>th</sup> day of ~~August~~ September, 2024.

DJ Stumbaugh Trust  
UTD February 7, 2018

DJ Stumbaugh Trust  
UTD February 7, 2018

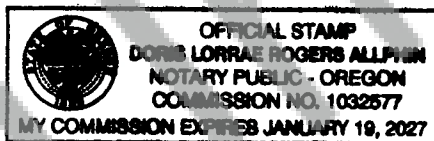
  
Douglas E. Stumbaugh, Trustee  
Grantor

  
Billie Jean Stumbaugh, Trustee  
Grantor

  
Marvin G. Toomey  
Grantee

STATE OF OREGON           )  
  ) ss.  
County of Klamath        )

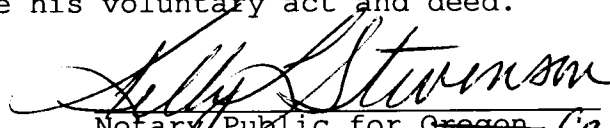
Personally appeared before me this 4<sup>th</sup> day of September, 2024, the above-named Douglas E. Stumbaugh and Billie Jean Stumbaugh, in their capacity as Trustees of the DJ Stumbaugh Trust, UTD February 7, 2018 and acknowledged the foregoing instrument to be their voluntary act and deed.



  
Notary Public for Oregon  
My Commission expires: 1-19-2027

STATE OF CALIFORNIA    )  
  ) ss.  
County of Modoc         )

Personally appeared before me this 7 day of August, 2024, the above-named Marvin G. Toomey, and acknowledged the foregoing instrument to be his voluntary act and deed.

  
Notary Public for ~~Oregon~~ California  
My Commission expires: Nov 15, 2025

