

2025-004724

Klamath County, Oregon

After Recording Return To:
Robert Kropacek
63215 NE Town Ct.
Bend, OR 97701

EASEMENT AGREEMENT



06/18/2025 09:43:58 AM

Fee: \$132.00

THIS AGREEMENT made by and entered into this 27 Day of May, 2025 by and between Hin Sau herein after called Grantor #1 and Robert T. Barba hereinafter called Grantor #2 and Robert Kropacek hereinafter called Grantee, WITNESSETH:

WHEREAS: Grantor #1 is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

Hin Sau: Property ID: 340893, Map Tax Lot Number: 3611-003B0-02500 Lot 1, Block 54 of "Fifth Addition to the Nimrod River Park" according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon

And has the unrestricted right to grant the easement hereinafter described relative to the real estate. NOW, THEREOF, Grantor #1 hereby grants, assigns and sets over to the Grantee and Grantor #2 an easement, to-wit: a 30 foot wide access easement for ingress and egress over the Westerly Boundary of the above described property. (See Exhibit A for map)

WHEREAS: Grantor #2 is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

Robert T. Barba: Property ID: 342640, Map Tax Lot Number: 3611-004A0-00500 (TWP 36 RNGE 11 SEC4-SE4NE4NE4) according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon

And has the unrestricted right to grant the easement hereinafter described relative to the real estate. NOW, THEREOF, Grantor #2 hereby grants, assigns and sets over to the Grantee an easement, to-wit: a 30 foot wide access easement for ingress and egress over the Easterly Boundary of the above described property. (See Exhibit A for map)

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

Robert Kropacek: TL 100 Tableland Road Sprague River, OR 97639, Property ID: 342604, Map Tax Lot Number: 3611-004A0-00100 (TWP 36 RNGE 11 SEC4-N2 Lots 1 & 2)

Easement Agreement

The period of this easement shall be perpetual. During the existence of these easements the cost of maintaining and repairing said easements because of use shall be the responsibility of the Grantee, their heirs and assigns, as provided for in ORS 105.175.

GRANTEE WILL INDEMNIFY AND HOLD GRANTOR#1 AND GRANTOR#2 HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES), WHICH MAY BE ASSERTED AGAINST OR INCURRED BY GRANTOR AS A RESULT OF ANY ACT OR OMISSION OF THE USERS RELATED TO THE EASEMENT AREA.

During the existence of these easements, 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 puller and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations.

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

Grantor #1:

Hin Sau

ACKNOWLEDGMENT

State of California County of _____)

On _____ before me, _____ (insert name and title of the officer) personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,

Easement Agreement

executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature
_____(Seal)

Grantor #2:

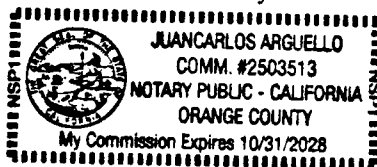
Robert T. Barba

Robert T. Barba

ACKNOWLEDGMENT

State of California County of Orange)

On May 27th 2025 before me, Juancarlos Arguello Notary Public (insert name and title of the officer) personally appeared Robert T Barba, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature
_____(Seal)



Grantee:

Robert Kropacek

Robert Kropacek

State of OREGON)
)ss.

On this 4th day of June, 2025, personally appeared before me Robert Kropacek who

Easement Agreement

RJ 6/4/25


Notary Public for Oregon

My Commission Expires: 01/02/2028



**Hin Sau Property
Grantor #1 Easement**

CHELSEA ST.

RIM DR

RIM DR



EXHIBIT B-Legal Property Descriptions

Hin Sau:

Lot 1, Block 54 of "Fifth Addition to Nimrod River Park", according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon

Robert Barba:

The Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 4 (Government Lot No.1) Township 36 South, Range 11 East Willamette, Meridian, in the County of Klamath and State of Oregon

Robert Kropacek:

The North 1/2 of Government Lot 1, and the North 1/2 of Government Lot 2, Section 4, Township 36 South, Range 11 East of the Willamette Meridian, in the County of Klamath and State of Oregon

EASEMENT AGREEMENT

THIS AGREEMENT made by and entered into this 20 Day of May, 2025 by and between Hin Sau herein after called Grantor #1 and Robert T. Barba hereinafter called Grantor #2 and Robert Kropacek hereinafter called Grantee, WITNESSETH:

WHEREAS: Grantor #1 is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

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WHEREAS: Grantor #2 is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

Robert T. Barba: Property ID: 342640, Map Tax Lot Number: 3611-004A0-00500 (TWP 36 RNGE 11 SEC4-SE4NE4NE4) according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon

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

Robert Kropacek: TL 100 Tableland Road Sprague River, OR 97639, Property ID: 342604, Map Tax Lot Number: 3611-004A0-00100 (TWP 36 RNGE 11 SEC4-N2 Lots 1 & 2)

Easement Agreement

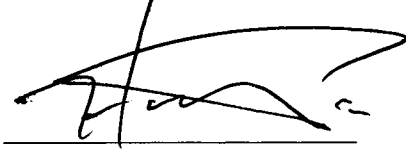
The period of this easement shall be perpetual. During the existence of these easements the cost of maintaining and repairing said easements because of use shall be the responsibility of the Grantee, their heirs and assigns, as provided for in ORS 105.175.

GRANTEE WILL INDEMNIFY AND HOLD GRANTOR#1 AND GRANTOR#2 HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES), WHICH MAY BE ASSERTED AGAINST OR INCURRED BY GRANTOR AS A RESULT OF ANY ACT OR OMISSION OF THE USERS RELATED TO THE EASEMENT AREA.

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

Grantor #1:

A handwritten signature in black ink, appearing to read 'Hin Sau', written over a horizontal line.

Hin Sau

ACKNOWLEDGMENT

State of California County of _____)

On _____ before me, _____ (insert name and title of the officer) personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,

Easement Agreement

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

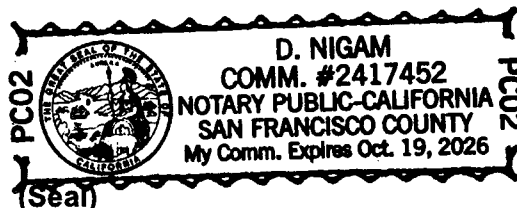
On 5/20/2025 before me, D. NIGAM, Notary
(insert name and title of the officer) POBuc

personally appeared HIN SAN NG
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature
_____(Seal)

Grantor #2:

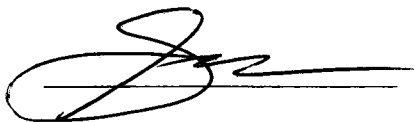
Robert T. Barba

ACKNOWLEDGMENT

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_____(Seal)

Grantee:



Robert Kropacek

State of OREGON)

)ss.

On this 4th day of June, 2025, personally appeared before me, Robert Kropacek who

Easement Agreement

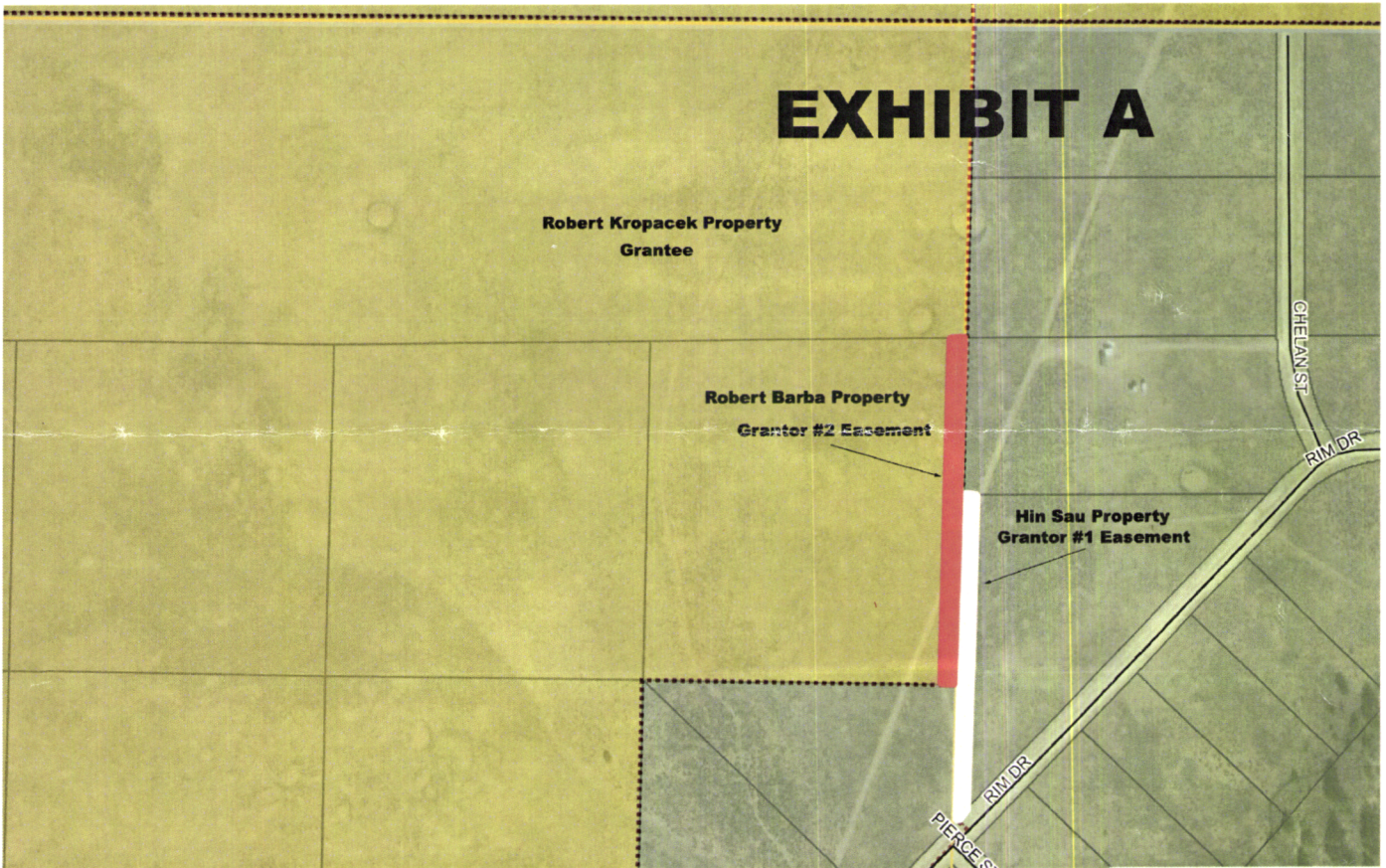
County of Deschutes)



stated that (s)he is the RJ 6/4/25 of _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

Notary Public for Oregon

My Commission Expires: 01/02/2028



Easement Agreement

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Hin Sau:

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Robert Kropacek:

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