

After recording return to:
Mike Petersen, Esq.
805 SW Industrial Way, Ste 5
Bend, OR 97702

2023-001374
Klamath County, Oregon
02/28/2023 08:28:02 AM
Fee: \$122.00

ACCESS EASEMENT AGREEMENT

DATE: February 16, 2023

BETWEEN: James J. Bellet and Sherry A. Bellet, Co-Trustees, ***“Grantor”***
or Successor, U/D/T dated October 14, 2016, F/B/O
the James and Sherry Bellet Joint Trust, as may be
amended.
and

Bullet Properties, LLC

“Grantee”

RECITALS

A. Grantor owns the real property described in the attached Exhibit A and all the improvements located thereon. (***“Grantor Tract”***).

B. Grantee owns the real property described in the attached Exhibit B and all the improvements located thereon. (***“Grantee Tract”***).

C. The Easement Area (defined below) is described and depicted in the attached Exhibit C.

D. Grantor desires to grant to Grantee and Grantee desires to accept an easement over the Easement Area under the terms and conditions set forth herein.

Therefore, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor grants to Grantee, for the benefit of the Grantee Tract, a private, nonexclusive easement (the ***“Easement”***) over and across the strip of land situated on the Grantor Tract described in Exhibit C (the ***“Easement Area”***) that shall terminate upon the earlier of: (i) the termination of the Lease (as the same may be amended, extended, and renewed from time to time) dated effective March 1, 2023, between Bullet Properties, LLC, and its successors and permitted assigns, as Landlord, and Sunbelt Rentals, Inc., a North Carolina corporation, and its successors and permitted assigns, as Tenant (the ***“Tenant”***); or (ii) March 1, 2045. The Easement will be used solely for the purposes of providing vehicular and pedestrian

access to and from the Grantee Tract; the Easement may be used for such ingress and egress purposes only by Grantee, its successors in ownership of the Grantee Tract, and the tenants, invitees, agents, and employees of Grantee and such successors (collectively, the “**Users**”), such use to be in common with use of the Easement Area by the owner of the Grantor Tract and its tenants, invitees, agents, employees, successors, and assigns. No above-ground structures, barriers, fences, buildings, or other related improvements of any kind will be installed in the Easement Area other than roadway surfaces and improvements. Grantor reserves the right to install utilities, cables, landscaping, signage, concrete and asphalt surfaces, and other related improvements in the Easement Area from time to time, together with the right to grant to third parties any of such reserved rights, as long as such use does not interfere with the permitted uses of the Easement by the Users. No Users of the Easement will park any vehicles in the Easement Area. The grant of the Easement is made subject to all exceptions to title on file or of record in the Official Records of Klamath County, Oregon.

2. **Nature of Easement.** The Easement granted herein will be appurtenant to, and for the benefit of, the Grantee Tract, and the Easement shall run with the title to the Grantor Tract. Any conveyance of fee title to the Grantee Tract, or any portion thereof, will include a conveyance of the Easement, regardless of whether the Easement is specifically identified in the instrument of conveyance.

3. **Maintenance.** The owner of the Grantee Tract (the “**Owner**”) will, at its sole cost and expense, repair any damage to the Easement Area caused by any Users. Grantor will have no obligation to maintain or repair the Easement Area, except to repair any damage to the Easement Area caused by Grantor. Owner and any parties claiming by, through, or under Owner will be deemed to have elected to use the Easement at their sole risk. Owner, after reasonable notice to Grantor, may make repairs and surface improvements to the Easement Area from time to time at its sole risk and expense.

4. **No Dedication.** Nothing contained herein will be deemed to be a gift or dedication of any portion of the Easement Area to the general public, for the general public, or for any public use or purpose whatsoever.

5. **Successors.** This Easement will be binding on, and inure to the benefit of, the owners of the Grantor Tract and the Grantee Tract and their respective heirs, successors, and assigns.

6. **Amendment.** This Agreement may only be amended by written instrument executed by the then current owners of the Grantor and Grantee Tracts.

7. **No Partnership.** None of the terms or provisions of this Easement will be deemed to create a partnership between or among the parties, nor will it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor will it be construed to create any third-party beneficiary rights in any person who is not an owner of the Grantee or Grantor Tract.

8. **Consents.** Whenever the consent or approval of a party is required to be given hereunder, such consent or approval will not be unreasonably withheld, delayed, or conditioned unless the provision in question expressly stipulates another standard of approval.

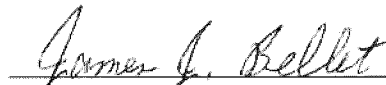
9. **Notices.** Any notice required or permitted by this Easement must be in writing and given by delivering the same in person to the recipient or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the address of the Grantor or Grantee Tract, as applicable, as shown on the current records of the tax assessor for Klamath County, Oregon, with respect to the Tract in question.

Executed to be effective as of the date set forth above.

GRANTOR

GRANTEE

Bullet Properties, LLC


James J. Bellet, Co-Trustee of the
James and Sherry Bellet Joint Trust.

By: _____
Sophia Homfeldt, Member


Sherry A. Bellet, Co-Trustee of the
James and Sherry Bellet Joint Trust.

By: _____
Michael Homfeldt, Member

By: 
James Bellet, Member

By: 
Sherry Bellet, Member

9. **Notices.** Any notice required or permitted by this Easement must be in writing and given by delivering the same in person to the recipient or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the address of the Grantor or Grantee Tract, as applicable, as shown on the current records of the tax assessor for Klamath County, Oregon, with respect to the Tract in question.

Executed to be effective as of the date set forth above.

GRANTOR

James J. Bellet, Co-Trustee of the
James and Sherry Bellet Joint Trust.

Sherry A. Bellet, Co-Trustee of the
James and Sherry Bellet Joint Trust.

GRANTEE

Bullet Properties, LLC

By: _____
Sophia Homfeldt, Member

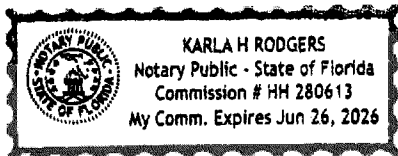
By: _____
Michael Homfeldt, Member

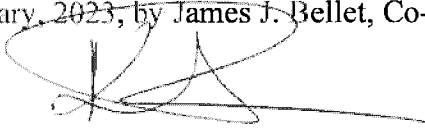
By: _____
James Bellet, Member

By: _____
Sherry Bellet, Member

STATE OF FLORIDA }
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Acknowledged before me this 16th day of February, 2023, by James J. Bellet, Co-Trustee of the James and Sherry Bellet Joint Trust.

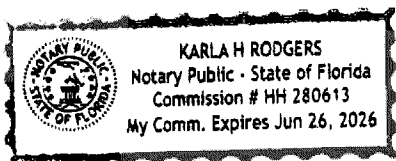


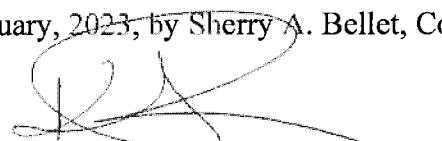


Notary Public for Florida

STATE OF FLORIDA }
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County of dell }

Acknowledged before me this 15th day of February, 2023, by Sherry A. Bellet, Co-Trustee of the James and Sherry Bellet Joint Trust.

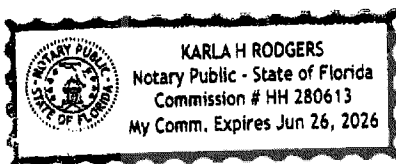


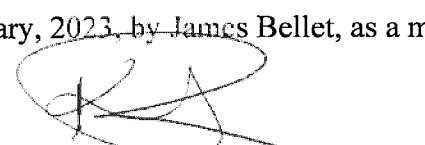


Notary Public for Florida

STATE OF FLORIDA }
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County of dell }

Acknowledged before me this 15th day of February, 2023, by James Bellet, as a member of Bullet Properties, LLC

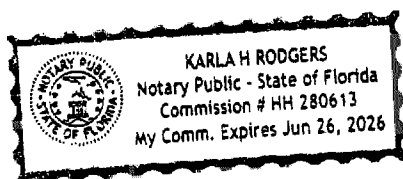


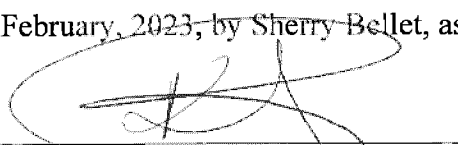


Notary Public for Florida

STATE OF FLORIDA }
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County of dell }

Acknowledged before me this 15th day of February, 2023, by Sherry Bellet, as a member of Bullet Properties, LLC



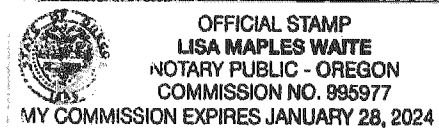


Notary Public for Florida

STATE OF OREGON

} ss.

County of Klamath



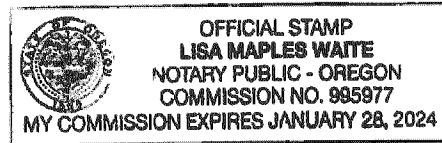
Acknowledged before me this 27 day of February, 2023, by Sophia Homfeldt, as a member of Bullet Properties, LLC

Lisa Maples Waite
Notary Public for Oregon

STATE OF OREGON

} ss.

County of Klamath



Acknowledged before me this 27 day of February, 2023, by Michael Homfeldt, as a member of Bullet Properties, LLC

Lisa Maples Waite
Notary Public for Oregon

EXHIBIT A
(Grantor Tract)

Parcel C, commonly known as 2344 Nile Street, Klamath Falls, Oregon, and more particularly described in the Statutory Bargain and Sale Deed recorded in the official records of Klamath County, Oregon, as document number 2016-011372 on October 25, 2016.

EXHIBIT B
(Grantee Tract)

AND

The North 237.3 feet of Lots 1 and 2 in Block 2 of HOMELAND TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPT portion deeded to the State of Oregon in Volume 354, page 312, Deed Records of Klamath County, Oregon, for widening of South Sixth Street.

Address: 5854 S. 6th St., Klamath Falls, OR 97603
Klamath County Tax Account: 508301
Tax Map and Lot: 3909-001CB-02300

AND

Parcel 2 of Minor Land Partition 41-91, situated in Lots 3, 4 and 5 of Block 2, HOMELAND TRACTS in the NW1/4SW1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Address: 2341 Madison St., Klamath Falls, OR; and unaddressed
Tax lot 3909-001CB-2501.
Klamath County Tax Accounts: 872662 and 872663
Tax Map and Lots: 3909-001CB-2501
3909-001CB-2601

EXHIBIT C
(Easement Area Description)

The Easement Area shall consist of a triangular area with the true Point of Beginning being the NW corner of Parcel C described in the Statutory Bargain and Sale Deed recorded in the official records of Klamath County, Oregon, as document number 2016-011372 on October 25, 2016; then east 70 feet along the northern boundary of said Parcel C; then SW to a point on the western boundary of said Parcel C that is 40 feet south of the Point of Beginning; then north 40 feet along the western boundary of said Parcel C to the Point of Beginning.

