

2024-000059

Klamath County, Oregon

01/03/2024 08:59:02 AM

Fee: \$127.00

**RECORDING REQUESTED BY:
AND WHEN RECORDED, MAIL TO:**

c/o The Carrington Company
707 H Street
Eureka, California 95501
Attention: Gabe Hagemann

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECIPROCAL INGRESS/EGRESS EASEMENT AGREEMENT

This RECIPROCAL INGRESS/EGRESS EASEMENT AGREEMENT ("**Agreement**") is made and executed this 19 day of DEC, 2023, by and between **SILVER LANTERN LLC**, a Nevada limited liability company ("**Parcel 1 Owner**"), and **BI-MART CORPORATION**, an Oregon corporation ("**Parcel 2 Owner**") with reference to the facts set forth below. Parcel 1 Owner and Parcel 2 Owner are hereinafter sometimes singularly referred to as an "**Owner**" and collectively referred to as the "**Owners**".

RECITALS

A. Parcel 1 Owner is the legal owner of that certain real property having an address of 2508 South 6th Street, in the City of Klamath Falls, County of Klamath, State of Oregon ("**Parcel 1**") and legally described on Exhibit A attached hereto.

B. Parcel 2 Owner is the legal owner of that certain real property having an address of 1920 Washburn Way, in the City of Klamath Falls, County of Klamath, State of Oregon ("**Parcel 2**") and legally described on Exhibit B attached hereto. Parcel 1 and Parcel 2 are hereinafter sometimes singularly referred to as a "**Parcel**" and collectively referred to as the "**Parcels**".

C. The Owners desire that the Parcels be benefited and burdened by, and each Owner desires to grant to the other Owner, and such Owners desire to obtain, certain nonexclusive driveway easements over those portions of Parcel 1 and Parcel 2 (the "**Easement Area**") as the same may from time to time be designated and maintained for such use, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the parties agree as set forth below.

AGREEMENT

1. Grant of Easements. Parcel 1 Owner grants to Parcel 2 Owner, its successors and assigns, a non-exclusive easement (“**Easement**”) on, over and across the portion of the Easement Area within Parcel 1 and Parcel 2 Owner grants to Parcel 1 Owner, its successors and assigns, an Easement on, over and across the portion of the Easement Area within Parcel 2, each Easement for the purposes of driveway and pedestrian ingress, egress and access, and each Owner hereby accepts from the other Owner the Easement so granted. The Easement Area, as the same may from time to time be designated and maintained for such use, between the Parcels, includes without limitation the area on Exhibit C labeled “Cross Access Area” for access between the Parcels. The Owners hereby declare and agree that Parcel 1 and Parcel 2 shall be owned, held, conveyed, transferred, divided, sold, leased, rented, encumbered, developed, improved, occupied and used subject to the reciprocal Easement over the Easement Area established in this Agreement as a beneficial and equitable servitude in favor of the use and benefit of the Owners, and the customers, invitees, licensees, tenants, agents and employees of any Owner. The Owners, their successors and assigns, shall not (i) place gates and/or fences which impede the use of the Easement Area, or (ii) unreasonably interfere or permit interference with the use of the Easement Area contemplated by this Agreement.

2. Character, Use and Description of Easement. The Easements over the Easement Area granted in this Agreement are for the purpose of ingress and egress by vehicular and pedestrian traffic by the Owners, their successors and assigns and any person or entity from time to time entitled to the use or occupancy of any portion of the Parcels, including, but not limited to, owners, customers, invitees, licensees, tenants, agents and employees of any Owner. For clarity, no parking easement or parking rights are intended or granted herein by either party.

3. Separate Maintenance by Owners. The Owner of each Parcel shall be responsible (at its sole expense and cost) for the maintenance, repair, restoration, replacement and necessary improvements or replacements to the portion of the Easement Area within such Owner’s Parcel.

4. Abatement and Suit. The violation or breach of any provision herein contained shall give to the Owner benefited by such provision the right to prosecute or proceed at law or in equity against the person or persons who are violating or who are attempting to violate any of these provisions, to enjoin or prevent them from doing so, to cause such violation to be remedied and/or to recover damages for said violation. All remedies provided herein or at law or equity shall be cumulative and not exclusive.

5. Binding on Successors. This Agreement and all of the covenants and conditions contained in this Agreement, shall run with the land, and shall be binding upon and shall inure to the benefit of the assignees and successors-in-interest of each of the Owners as long as such assignees and parties own all or any portion of the Parcels covered by this Agreement, as mutual and reciprocal equitable servitudes in accordance with applicable law.

6. Priority of Easements. Each of the Easements granted and reserved herein are intended to be superior to all leases, conveyances, transfers, assigns, contracts, agreements, mortgages, deeds of trust, and other documents or encumbrances in any way affecting either of the Parcels; and, in the event of a foreclosure or other action taken to enforce such a mortgage,

deed of trust, or other encumbrance against either of the Parcels, the Easements shall not be disturbed or affected thereby, and all persons or entities acquiring any interest in any portion of the Parcels shall do so subject to the Easements.

7. No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Parcel 1 or Parcel 2 to the general public or for any public purpose whatsoever, it being the intention that this Agreement be strictly limited to and for the purposes expressed herein.

8. Severability. Should any term, condition, covenant or provision of this Agreement be held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

9. Entire Agreement. This Agreement sets forth the entire understanding between the parties with respect to all matters discussed herein and supersedes any and all prior agreements, whether written or oral regarding such matters. The provisions hereof may not be changed or modified except by an instrument in writing, signed by all of the parties.

10. Governing Law and Venue. This Agreement is executed and delivered and is intended to be performed within the State of Oregon, and its execution, validity, construction and performance shall be construed and enforced in accordance with the laws of the State of Oregon. Any action or proceeding in respect of any claim arising out of or related to this Agreement, whether in tort or contract or at law or in equity, shall be filed in the state or federal court of competent jurisdiction located geographically closest to the Parcels.

11. Attorney's Fees. In the event of any controversy claim, or dispute relating to this Agreement or the breach thereof, the prevailing Owner shall be entitled to recover from the losing Owner, reasonable expenses, attorney's fees and costs.

12. Joint and Several Liability. If the Owners of any of the Parcels, or any portion thereof described in this Agreement, consist of more than one (1) person, each such person shall be jointly and severally liable for the obligations of this Agreement.

13. Enforcement. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable Oregon law. It is expressly agreed that each covenant to do or refrain from doing some act on any of the Parcels, owned by the covenantor (a) is for the benefit of the Parcel of the covenantees, (b) runs with both the Parcel owned by the covenantor and the Parcel owned by the covenantee, and (c) shall benefit or be binding upon each successive owner during its ownership of any portion of the Parcel affected hereby and each person having any interest herein derived through any owner of the Parcel affected hereby.

14. Waiver. The waiver of or failure to enforce any breach or violation of any covenant herein contained shall not be deemed to be a waiver of abandonment of such covenant, or any waiver of the right to enforce any subsequent breach or violation of such covenants.

15. Duration. Unless otherwise canceled or terminated, all the easements granted in this Agreement shall continue in perpetuity.

16. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of such counterparts shall constitute, collectively, one Agreement.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date first above written.

PARCEL 1 OWNER:

SILVER LANTERN LLC,
a Nevada limited liability company

By: 

Name: GABE HAGEMANN

Its: VICE PRESIDENT

PARCEL 2 OWNER:

BI-MART CORPORATION,
an Oregon corporation

By: 

Name: SCOTT SAVDIAN

Its: CEO

[Notarial Acknowledgment(s) Contained on Following Page(s)]

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.

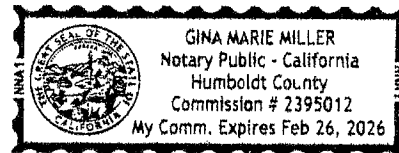
STATE OF CALIFORNIA)
) ss.
COUNTY OF Humboldt)

On November 17, 2023 before me, Gina Marie Miller Notary Public, personally appeared Gabe Hagemann, 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 *Gina Marie Miller* (Seal)
NOTARY PUBLIC



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 OREGON)
COUNTY OF LANE) ss.

On DECEMBER 19, 2023 before me, CLARICE JO-ANN MURCHY Notary Public, personally appeared SCOTT SAVOIAN, 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 OREGON that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Clarice Jo-Ann Murchy
NOTARY PUBLIC

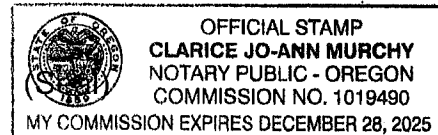


EXHIBIT A

PARCEL 1 LEGAL DESCRIPTION

Parcel 1 of Land Partition 17-13 being a replat of Parcel 2 of Land Partition 77-05 and Parcel 2 of Major Land Partition 3-P-89 situated in the NE1/4 of Section 4, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County Oregon recorded April 10, 2014 in Volume 2014-003174, Microfilm Records of Klamath County, Oregon.

EXHIBIT B

PARCEL 2 LEGAL DESCRIPTION

Real property in the County of Klamath, State of Oregon, described as follows:

A tract of land being a portion of Tract 805 of Enterprise Tracts, situated in the Northeast quarter of Section 4, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch iron pin with aluminum cap being on the South line of said Tract 805, said iron pin being South 89°51'00" West 20.00 feet from the Southeast corner of said Tract 805, and on the Westerly right of way line of Washburn Way; thence North 00°03'30" East, along the Westerly right of way line of Washburn Way (North 00°00'30" East by M-73 on page 3750) 238.00 feet; thence North 55°46'50" West (North 55°50" West by M-73 on page 3750) 257.48 feet; thence North 34°13'10" East (North 34°09'30" East by M-73, page 3753) 25.00 feet; thence North 55°46'50" West (North 55°50'30" West by M-73, page 3753) 50.00 feet; thence North 34°13'10" East (North 34°09'30" East by M-73 on page 3753) 110.00 feet to the Southwesterly right of way line of South Sixth Street; thence North 55°46'50" West, along said South Sixth Street (North 55°50'30" West by M73, Page 3753 and North 55°50" West by M-73, page 3750) 50.00 feet; thence South 34°13'10" West (South 34°09'50" West by M-73 on page 3753 and South 34°10' West by M-73, Page 3750) 400.00 feet; thence South 55°46'50" East (South 55°50'30" East by M-73, page 3753 and South 55°50' East by M-73 on page 3750) 27.00 feet; thence South 00°34'05" East 205.84 feet (South, 205 feet, more or less, by M-73 on page 3750) to the South line of said tract 805; thence North 89°51'00" East, along said South line (North 89°47 East by M-73 on page 3750) 420.00 feet to the point of beginning.

Tax Parcel Number: R530991

EXHIBIT C
EASEMENT AREA

