

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

2024-000060

Klamath County, Oregon

01/03/2024 09:00:02 AM

Fee: \$112.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DRIVEWAY INGRESS/EGRESS EASEMENT

Dec 19 This Driveway Ingress/Egress Easement ("**Agreement**") dated for reference purposes only as _____, 2023, is entered into by and between **BI-MART CORPORATION**, an Oregon corporation ("**Grantor**"), and **SILVER LANTERN LLC**, a Nevada limited liability company ("**Grantee**"). Grantor and Grantee are hereinafter sometimes singularly referred to as "**Owner**" and collectively referred to as "**Owners**."

Recitals

A. Grantor is the owner of that certain real property commonly known as 1920 Washburn Way, in the City of Klamath Falls, County of Klamath, State of Oregon, as more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by this reference ("**Grantor's Property**").

B. Grantee is the owner of that certain real property adjacent to Grantor's Property commonly known as 2508 South 6th Street, in the City of Klamath Falls, County of Klamath, State of Oregon, as more particularly described in the legal description attached hereto as Exhibit B and incorporated herein by this reference ("**Grantee's Property**").

C. Grantor wishes to grant to Grantee and Grantee wishes to accept from Grantor an ingress and egress easement over that portion of Grantor's property (the "**Easement Area**") more particularly shown on Exhibit C attached to this Agreement and incorporated into this Agreement by reference.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Grant of Easement for Ingress/Egress Over Easement Area. Grantor hereby grants to Grantee, and to Grantee's successors and assigns, for the benefit of Grantee's Property, a non-exclusive easement (the "**Easement**") over and across the Easement Area.

2. Character, Use and Description of Easement. The Easement is appurtenant to Grantor's Property and Grantee's Property, and shall run with the land and inure to the benefit of and be binding upon the parties to this Agreement and their successors, transferees, and assigns. The Easement granted in this Agreement is for the purpose of ingress, egress, and access, on, over, and across the Easement Area for the

purpose of providing a drive through customer service lane for use by Grantee, its customers, invitees, licensees, tenants, agents and employees of Grantee.

3. Maintenance and Liability. Grantee, at its own cost and expense, shall repair and maintain the Easement Area and shall keep the same in a clean, safe, unobstructed, good, usable and passable condition for the duration of this Agreement. Grantee hereby releases all right, title and interest in Grantor's Property (other than the easement granted in this Agreement). Grantee agrees to indemnify, defend and hold Grantor harmless from and against all claims and losses arising out of or resulting from use of the Easement Area under this Agreement. Grantee will carry commercial general liability insurance in a responsible company with limits of not less than \$2,000,000 combined single limit per occurrence. Such insurance will cover all risks arising directly or indirectly out of Grantee's activities on or any condition of the Easement Area, will protect Grantee against the claims of Grantor on account of the obligations assumed by Grantee under this Agreement, and will name Grantor as an additional insured.

4. Remedies Cumulative. In the event of a breach or attempted or threatened breach of any part of this Agreement by any Owner, the other Owner shall be entitled forthwith to full and adequate relief by injunction and all other available legal and equitable remedies. The remedies permitted at law or equity to each Owner specified herein shall be cumulative.

5. Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all parties had prepared the same.

6. Attorneys' Fees. If any Owner commences an action against the other Owner(s) to interpret or enforce any of the terms of this Agreement or because of the breach by the other Owner of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses and court costs and other costs of action incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment. For the purpose of this Agreement, the terms "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" or "attorneys' fees and costs" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, arbitrations and bankruptcy proceedings. The term "attorney" shall have the same meaning as the term "counsel."

7. No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of the properties or any other property to the general public or for any public use or purpose whatsoever, it being the intention of the Owners that this Agreement be for the exclusive benefit of the Owners.

8. Time of the Essence. Time is of the essence with regard to performance under the terms and provisions of this Agreement, and any amendment, modification or revision thereof, with respect to the actions and obligations of each person bound by the terms hereof. In accepting an interest in any property, each owner, tenant, lessee, user, and mortgagee, and trust deed beneficiary shall be deemed to take its interest knowingly and willingly subject to this time is of the essence clause.

9. Entire Agreement. This Agreement (including all Exhibits attached hereto) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be

modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged.

10. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties to create the relationship of principal and agent, a partnership, joint venture or any other association between the Owners.

11. Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Oregon. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and 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 Grantor's Property.

IN WITNESS WHEREOF, Grantor and Grantee have agreed to execute this Agreement as of the date set forth below.

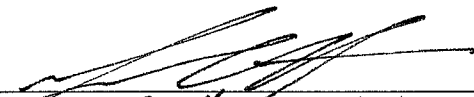
GRANTOR:

SILVER LANTERN LLC, a Nevada
limited liability company

By: _____

Name: _____

Its: _____


MIKE HAGEMAN
VICE PRESIDENT

GRANTEE:

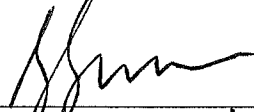
BI-MART CORPORATION,
an Oregon corporation

By: _____

Name: _____

Its: _____

Date: _____


SCOTT SAVDIAN
CEO
12-19-23

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)
) ss.
COUNTY OF LANE)

On DECEMBER 19 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

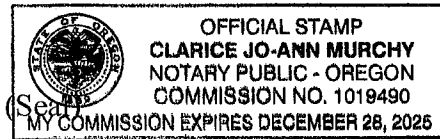


Exhibit A to Ingress / Egress Easement

Grantor's Property

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 B to Ingress / Egress Easement

Grantee's Property

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.

Easement Area

