

2013-009639

Klamath County, Oregon



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08/22/2013 02:24:25 PM

Fee: \$42.00

Grantors names and addresses:

Randall Paul Bancroft
2019 Bancroft, Klamath Falls, OR 97601
Constructive Contractors LLC
1458 1/2 Pearl St. #7, Eugene, OR 97401

Send Tax Statements to Grantees at:

Tax statements not affected:
Termination of 1970 easement only.

After recording return to person recording or to:

Richard Fairclo
409 Pine Street, Suite 209
Klamath Falls, OR 97601

Returned to County

Conveyance of Geothermal Easement Rights
Termination of Rights created at M70, Pages 7947 and 7948

A. Relevant information and definitions. The following terms are referenced and used herein as follows:

- "Property 1"** refers to Lots 2 and 3, Block 25, Hot Springs Addition to Klamath Falls, Klamath County, Oregon.
- "Property 2"** refers to Lot 1, Block 25, Hot Springs Addition to Klamath Falls, Klamath County, Oregon.
- "Owner 1"** refers to owner of Property 1, Constructive Construction LLC.
- "Owner 2"** refers to owner of Property 2, Randall Paul Bancroft.
- "Geothermal Easement"** refers to the rights and obligations created in that document recorded in Klamath County, Oregon, Records at M70 Pages 7947 and 7948 and by the actions of the parties executing said agreement and their successors. Said agreement affects Property 1 and Property 2.

B. Recitations, Agreements, Conveyances.

The parties are not presently sharing geothermal energy and wish to terminate easement rights and obligations, except as herein stated.

Owner 1 hereby conveys to Owner 2 all rights acquired by reason of Geothermal Easement. Owner 2 hereby conveys to Owner 1 all rights acquired by reason of Geothermal Easement. Conveyances herein are limited to those related to Geothermal Easement, and conveys no other rights of either party hereto. The terms of the Geothermal Lease are hereby terminated.

This Contract is binding on and inures to the benefit of the parties hereto, their successors, and assigns.

If litigation or arbitration is instituted arising directly or indirectly out of this agreement, the losing party will pay the prevailing party's reasonable attorney fees and court costs as determined by the court, at trial, or any appeal or review therefrom. This document was prepared by Richard Fairclo, as attorney for Owner 1 at the direction of the parties. Owner 2, prior to signing this agreement has been advised to obtain Owner 2's own legal counsel and other advice, and Owner 2 has had opportunity to do so. This agreement shall not be construed for or against either party by reason of such representation and preparation by such attorney.

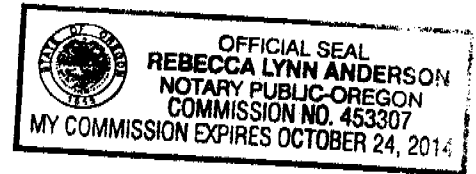
Dated this 15 day of July, 2013.

Zaidi Langworthy, Authorized Member Constructive Construction LLC

Dated this 8 day of July, 2013.

Randall Paul Bancroft
Randall Paul Bancroft

STATE OF OREGON |
Co of Lane | ss.
County of Klamath |



The foregoing instrument was acknowledged before me this 15 day of July, 2013 by Zaidi Langworthy, who stated that he was with authority to sign this document as Managing Member of Constructive Construction LLC.

[Signature]

Notary Public for Oregon
My Commission expires: Oct 24, 2014

STATE OF OREGON |
| ss.
County of Klamath |

The foregoing instrument was acknowledged before me this 8 day of July, 2013 by Randall Paul Bancroft.



Micah E. L. Caldwell
Notary Public for Oregon
My Commission expires: 3-20-2016