

2016-010038

Klamath County, Oregon



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09/21/2016 03:54:13 PM

Fee: \$67.00

Steve Schmitt
Returned at Counter

AFTER RECORDING, RETURN TO:

OR Solar 6, LLC
Attn: President and General Counsel
800 Bricknell Ave., Suite 1100
Miami, FL 33131

EASEMENT TERMINATION AGREEMENT

This EASEMENT TERMINATION AGREEMENT ("**Agreement**") made effective as of _____, 2016, by and between **OR Solar 6, LLC**, an Oregon limited liability company, (hereinafter referred to as "**Company**"), and **Hunters Hot Springs, LLC**, an Oregon limited liability company (hereinafter referred to as "**Grantee**")

RECITALS

- A. Whereas Company has entered into an Option Agreement with Horton Family Holdings, LLC, an Oregon limited liability company ("**Owner**"), dated as of May 27, 2015, and as amended April 28, 2016 (the "**Option**"), under which Company may acquire title to certain real property located in Lake County, Oregon, as more particularly described in Exhibit A (the "**Owner's Property**").
- B. Whereas Grantee is the owner of certain real property located in Lake County, Oregon, as more fully described on the attached Exhibit B ("**Grantee's Property**").
- C. Whereas, on or about March 21, 1991, Owner's predecessor-in-interest granted a perpetual easement across Owner's Property to Grantee's predecessor in interest, John Arnett, by easement dated March 4, 1991, and recorded March 29, 1991, in the official Deed Records of Lake County Oregon at Book 217, Page 47 (the "**Easement**").
- D. Whereas the Grantee is no longer actively using the Easement, acknowledges that it has been abandoned, and is willing to execute this Agreement in order to remove it as an encumbrance on Owner's Property.

Now therefore, in consideration of the sum of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Grantee hereby agree as follows:

1. Authority. The Grantee is the current holder of the Easement, and has full power and authority to sign and deliver this Agreement and to perform all of the Grantee's obligations under this Agreement, including without limitation the termination of the Easement.
2. Termination of Easement. Grantee hereby terminates, releases and relinquishes all interest in or to the Easement, or other rights reserved in favor of the Grantee or Grantee's Property by virtue of the Easement.

3. Binding Effect. This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

4. Recording. Company may, at Company's sole option and cost, and expense, cause this Agreement to be filed for recording in the real property records of Lake County, Oregon.

5. Governing Law. This Agreement is to be construed in accordance with and to be governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

6. Signatories. The signatories to this Agreement warrant that they have the authority to execute this Agreement on behalf of the parties to this Agreement and that any entity on whose behalf they are signing has executed this Agreement pursuant to its governing documents or a resolution of those having the power to control its affairs of this nature.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument.

[SIGNATURE PAGES FOLLOWS]

EXHIBIT A

Legal Description of Owner's Property

In the County of Lake, State of Oregon:

PARCEL 1

Township 39 South, Range 20 East of the Willamette Meridian,
Section 4: The W $\frac{1}{2}$ of the SW $\frac{1}{4}$;
 The SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; AND
 The South 617.17 feet of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$.

PARCEL 2

Beginning at a point on the West boundary line of the Lakeview Logging Company's private logging road right of way which point is located on the North boundary line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of section 4, Township 39 South, Range 20 East of the Willamette Meridian and approximately 549 feet distance from the Northwest corner of SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 4;

Thence North 40°8' West along the Westerly right of way line of said logging road right of way to a point 617.2 feet North 3°5' West and 69.8 feet East of the Northwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 4; Thence South 88°49' West 1419.7 feet; Thence North to a point 66 feet North of the Northeast corner of the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 4; Thence South 89°24' West to the East right of way line of the County Road running in the Northerly and Southerly direction along the section line common to Sections 4 and 5; Thence South 2°22' East along the Easterly right of way line of said County Road running along the section line common to Sections 4 and 5 to the South boundary line of said Section 4; Thence North 88°45' East along the South boundary line of said Section 4 to a point 1593.73 feet from the Southeast corner of said Section 4; Thence North 1°6' West 616.6 feet to the Westerly margin of the Lakeview Logging Company logging road; Thence Northwesterly along the Western boundary line of the logging road right of way to the point of beginning.

Excepting therefrom a parcel of land located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 4 Township 39 South, Range 20 East of the Willamette Meridian, Lake County Oregon, described as follows: S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ AND the South sixty six (66) feet of the N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$.

EXHIBIT B

Legal Description of Grantee's Property

The following described property in the County of Lake, State of Oregon, to-wit:

Township 39 South, Range 20 East of the Willamette Meridian, Section 4: All of Government Lot 3 (NE ¼ NW ¼) , AND

That part of Government Lot 2 (NW ¼ NE ¼) lying West of the Fremont Highway right of way, EXCEPTING THEREFROM: Beginning at a point on the South margin of the County Road, said point being South 3° 05' East along the subdivision line a distance of 35.40 feet from the North Quarter corner of Section 4, Township 39 South, Range 20 East of the Willamette Meridian, continuing thence South 3° 05' East along the subdivision line 120 feet; thence North 89° 25' East 169.60 feet to the Westerly margin of the Fremont Highway, thence Northerly along the West margin of said highway along a spiral curve to the right 122.60 feet to the South margin of the County Road, thence South 89° 25' West along the South margin of said County Road 151.70 feet to the point of beginning.

ALSO EXCEPTING THEREFROM a strip of land 60 feet in width, heretofore conveyed to Lake County, Oregon more fully described in Book 193 at page 401 of the Record of Deeds for Lake County, Oregon.