



## RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

**2017-002538**

Klamath County, Oregon

03/09/2017 03:49:00 PM

Fee: \$62.00

### After Recording Return To:

Klamath County Counsel  
305 Main St., #2  
Klamath Falls, OR 97601

Attn: Dave Groff

### 1. Name(s) of the Transaction(s):

Lease Cancellation and Termination Agreement & Rejection  
of Right of First Refusal

### 2. Direct Party (Grantor):

Klamath County

### 3. Indirect Party (Grantee):

Reach, Inc.

### 4. True and Actual Consideration Paid:

### 5. Legal Description:

**LEASE CANCELLATION AND TERMINATION AGREEMENT  
AND REJECTION OF RIGHT OF FIRST REFUSAL**

This LEASE CANCELLATION AND TERMINATION AGREEMENT (this "Agreement") is made by and among Klamath County, a political subdivision of the State of Oregon, (the "Lessors"), on their own behalf and on behalf of all other persons or entities having an interest as Lessors under that certain Lease dated August 20, 1974 (the "Lease") demising certain leased premises described therein (the "Premises"), on property located at 900 Richmond Street, Klamath Falls, Oregon, (the "Building"), and by REACH, Inc., successor in interest to Klamath-Work Activity Center, (the "Tenant"), for its own behalf and on behalf of all of its predecessors-in-interest in the Lease and all other persons or entities having an interest as tenant under the Lease.

Lessors and Tenant have agreed that the Lease shall be cancelled and terminated in consideration of the mutual covenants set forth below and in accordance with the terms and conditions set forth herein.

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference into this Agreement as though set forth at length.

2. Vacation. The parties acknowledge that Tenant vacated the Building many years ago.

3. Lease Termination. The Lease shall be deemed terminated and cancelled effective as of the date of vacation.

4. Rejection of Right of First Refusal. Tenant declines to exercise the right of first refusal set out at paragraph 13 of the Lease.

7. Mutual Release. By this Agreement, effective on the Termination Date, each party hereto releases the other party hereto from all claims, demands, damages, rights, liabilities, and causes of action of any nature whatsoever, whether at law or equity, known or unknown, suspected or unsuspected, which are related or in any manner incidental to the Lease or the Premises and which first arise out of transactions and occurrences from and after the Termination Date. Each party waives and relinquishes any right or benefit which it has or may have under applicable law regarding waiver of unknown claims to the full extent that it may lawfully waive such rights and benefits. In connection with such waiver and relinquishment, each party acknowledges that it is aware that it or its attorneys or accountants may hereafter discover facts in addition to or different from those which it now knows or believes to exist with respect to the subject matter of this Agreement or the other party hereto, but that is such parties intention hereby fully, finally, and forever to settle and release all of the claims, disputes, and differences, known or unknown, suspected or unsuspected, which now exist or may exist hereafter between each party with regard to the Lease or the Premises. This Agreement shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or

different facts. Notwithstanding the foregoing to the contrary, this Mutual Release is not intended to release or offset actions by either party for claims arising as a result of (i) a breach of the Lease and occurring on or before the Termination Date, (ii) a breach of this Agreement, or (iii) transactions and occurrences on or before the Termination Date.

8. Knowing Release. In executing this Agreement, each party hereto acknowledges that they have consulted with and received the advice of counsel and that the parties have executed this Agreement after independent investigation and without fraud, duress, or undue influence.

9. Authority of Tenant. Tenant represents and warrants that (i) it is the owner and holder of the tenant's interest in the Lease and that it has the power, right and authority to execute this Agreement and to carry out the intent hereof, (ii) the execution and delivery of this Agreement shall not violate or contravene any agreement, contract, security agreement, lease or indenture to which Tenant is a party or by which it is bound or requires the consent of any party to any of the foregoing and (iii) the Premises, including all improvements and betterments thereto, are unencumbered, free of any security interests, liens, chattel mortgages, leases, lease purchase agreements or any other security or financing devices and, all such installations have been fully paid for.

10. Attorney Fees. If any party initiates legal proceedings to enforce its rights under this Agreement, the substantially prevailing party shall be responsible for their own attorney fees, costs, expenses and disbursements.

11. Final and Complete Expression. This Agreement is the final and complete expression of the parties. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all of the parties hereto.

12. Severability. If any provision in this Agreement is deemed invalid, then the remaining provisions thereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this Agreement.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document.

SIGNATURE PAGE TO FOLLOW

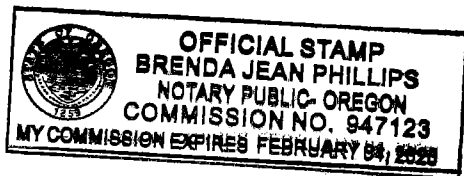
Dated this 9 day of March 2017.

TENANT:

REACH, Inc.

By: Ron Moe  
Print  
Ron Moe  
Signature

SUBSCRIBED and sworn to before me this 9th day of March, 2017 by  
Brenda Jean Phillips as notary and Ron Moe for Reach,



Brenda Jean Phillips  
Notary Public for Oregon  
My Commission expires: 2-4-2020

Dated this 8 day of March, 2017.

LESSORS:

Klamath County

By: Terry Wells  
Terry Wells, Property Manager

SUBSCRIBED and sworn to before me this 8th day of March, 2017 by  
Terry Wells



Susan Marie Campbell  
Notary Public for Oregon  
My Commission expires: 3/10/2018

## EXHIBIT "A"

Lots 39, 40, 41, 42, and 43 in Block 6 of INDUSTRIAL ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.