

REEL 4441 PAGE 347
MARION COUNTY
BILL BURGESS, COUNTY CLERK
01-28-2021 09:08 am.
Control Number 637349 \$ 106.00
Instrument 2021 00005524

MAIL TAX STATEMENTS TO:
REFORESTATION SERVICES, INC.
ATTN: STANLEY ROGERS
PO BOX 3197
SALEM, OR 97302

AFTER RECORDING RETURN TO:
✓ MICHAEL J. PALUSKA, PC
ATTN: MICHAEL J. PALUSKA
1820 COMMERCIAL ST SE
SALEM, OR 97302

**TERMINATION OF
DECLARATION OF EASEMENT**

THIS TERMINATION OF DECLARATION OF EASEMENT (the "*Termination Agreement*"), is made on January 25, 2021 (the "*Effective Date*"), by and between Reforestation Services, Inc. (the "*RSI*"), and Dragonfist LLC, an Oregon limited liability company ("*Dragonfist*"), and becomes effective upon the date of its recordation in the real property records of Marion County, Oregon.

RECITALS:

- A. As of the Effective Date of this Termination Agreement, RSI is the owner of certain real property commonly known as 1510 Fabry Rd. SE, Salem, Oregon 97306 (the "*RSI Property*"). The legal description for the RSI Property is described on *Exhibit "A"*, which is attached hereto and by this reference made a part hereof; and
- B. As of the Effective Date of this Termination Agreement, Dragonfist is the owner of the certain real property commonly known as 5669 Commercial St. SE, Salem, Oregon 97306 (the "*Dragonfist Property*"). The legal description for the Dragonfist Property is described on *Exhibit "B"*, which is attached hereto and by this reference made a part hereof; and
- C. As of June 1, 2018, RSI was the owner of both the RSI Property and the Dragonfist Property, and entered into a Declaration of Easement on June 1, 2018 (Reel 4086 Page 245 Marion County Records, control number 510064, instrument number 2018 00026976) (the "*Declaration of Easement*"), which allowed RSI to construct and maintain a storm water detention pond on the Dragonfist Property for the benefit of the RSI Property; and

- D. RSI and Dragonfist desire to immediately terminate the Declaration of Easement as of the recording of this Termination Agreement.

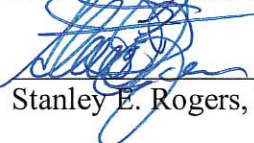
AGREEMENT:

NOW, THEREFORE, for and in consideration of mutual promises, and other good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Termination of Declaration of Easement.** RSI and Dragonfist agree and understand that as of the recording of this Termination Agreement, that the Declaration of Easement shall immediately terminate and be of no further force or effect.
2. **Authority.** The undersigned represents and warrants that they have the power and authority necessary to enter into and bind their respective companies to the terms and conditions of this Termination Agreement.
3. **Time of Essence.** Time is of the essence of the performance of each of the obligations under this Termination Agreement.
4. **Validity of Provisions.** If any of the provisions contained in this Termination Agreement shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Termination Agreement shall not be affected.
5. **Recitals.** The foregoing recitals (A-D) are true and correct and are incorporated herein by this reference.

WHEREFORE, the Parties have set their hands on the dates set forth below.

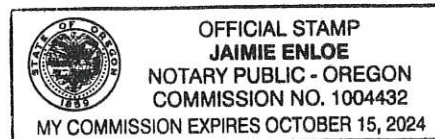
RSI: Reforestation Services, Inc.



Stanley E. Rogers, President

01/25/21
Date

STATE OF OREGON)
) ss.
County of Marion)



On this 25th day of January, 2021, before me personally appeared Stanley E. Rogers, President of Reforestation Services, Inc., an Oregon corporation, and he acknowledged the foregoing instrument to be his voluntary act and deed.



Notary Public of Oregon
My Commission Expires: 10-15-2024

Dragonfist: Dragonfist LLC

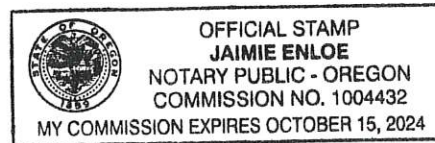


Cole Johnson, Member

01/26/2021

Date

STATE OF OREGON)
) ss.
County of Marion)



On this 26th day of January, 2021, before me personally appeared Cole Johnson, Member of Dragonfist LLC, an Oregon limited liability company, and he acknowledged the foregoing instrument to be his voluntary act and deed.



Notary Public of Oregon
My Commission Expires: 10-15-2024

Exhibit "A"

Beginning at a point on the North line of Lot 17, Grabenhorst Fruit Farms No. 2, in Marion County, Oregon, said point being 36 feet Easterly along said North line of Lot 17 from the Northwest corner of said Lot; thence Easterly along said Lot line, a distance of 135 feet to the West boundary of the Pacific Highway; thence South 24°02' East along said Highway boundary 254.63 feet; thence North 89°06' West 242.45 feet; thence North 0°54' East 230.9 feet to the place of beginning.

Exhibit "B"

Beginning at a point which is 318.48 feet East along the North line of Lots 16 and 17 and South 0° 54' West 230.9 feet from the Northwest corner of Lot 16, GRABENHORST FRUIT FARMS NO. 2, in Marion County, Oregon, and running thence North 89° 06' East 242.45 feet; thence South 24° 02' East 9.37 feet to a point where the West line of the Pacific Highway right of way intersects the East line of Lot 17; thence South 0° 54' West along the East line of Lot 17, a distance of 534.78 feet to the Southeast corner of said Lot; thence South 89° 06' West 217.96 feet; thence North 44° 16' West to a point which South 0° 54' West from the place of beginning; thence North 0° 54' East to the point of beginning.

ALSO: Beginning at a point of intersection of the West line of Lot 18, Grabenhorst Fruit Farms No. 2, in Marion County, Oregon. (See Volume 7, Page 62, Record of Town Plats for said County and State) with the Westerly line of the relocated Pacific Highway; running thence Southerly along the West line of said Lot 18, 50 feet; thence Easterly parallel with the South line of Lot 18 to the West line of the Pacific Highway; thence Northerly along the West line of the Pacific Highway to the place of beginning.

REEL: 4441

PAGE: 347

January 28, 2021, 09:08 am.

CONTROL #: 637349

State of Oregon
County of Marion

I hereby certify that the attached
instrument was received and duly
recorded by me in Marion County
records:

FEE: \$ 106.00

BILL BURGESS
COUNTY CLERK

THIS IS NOT AN INVOICE.