

**After recording return to:**

CP5 Development, LLC  
60335 Hedgewood Ln.  
Bend, OR 97702

Deschutes County Official Records	<b>2020-58593</b>
<b>D-EASR</b>	
Stn=1 BN	<b>11/02/2020 02:32 PM</b>
\$10.00 \$11.00 \$10.00 \$61.00 \$6.00	<b>\$98.00</b>
I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Nancy Blankenship - County Clerk	

## **TERMINATION AND RELEASE OF DRIVEWAY ACCESS EASEMENT**

THIS TERMINATION AND RELEASE OF DRIVEWAY ACCESS EASEMENT ("**Termination**") is made as of this 2<sup>nd</sup> day of November, 2020 by CP5 Development, LLC, an Oregon limited liability company ("**CP5**").

### **RECITALS**

- A. CP5 owns certain real property located in Redmond, Deschutes County, Oregon, more particularly described as: Lot 2, 44 NORTH ESTATES, City of Redmond, Deschutes County, Oregon (the "**Lot 2**").
- B. CP5 also owns certain real property located in Redmond, Deschutes County, Oregon, more particularly described as: Lot 3, 44 NORTH ESTATES, City of Redmond, Deschutes County, Oregon (the "**Lot 3**").
- C. Lot 2 and Lot 3 are encumbered by that certain "20' Wide Driveway Access Easement for Lots 2 and 3" (the "**Driveway Easement**") established by the plat of 44 NORTH ESTATES recorded as Document No. 2019-28639 in the Deschutes County Official Records (the "**Plat**").
- D. The Driveway Easement was created to allow for a shared driveway between Lot 2 and Lot 3.
- E. CP5 desire to release, vacate, and otherwise terminate the Driveway Easement because Lot 2 and 3 can be served with separate driveways.

### **TERMINATION**

- 1. CP5 on behalf of itself and all future owners of Lot 2 and/or Lot 3 hereby releases, vacates, and forever terminates the Driveway Easement on Lots 2 and 3.
- 2. This Termination shall have no effect on any other easements shown on the Plat or any other easement encumbering Lot 2 and/or Lot 3.
- 3. The recitals are incorporated herein by this reference and made part of this Termination.
- 4. If any provision of this Termination is found to be unenforceable or invalid by a court of competent jurisdiction, such unenforceability or invalidity shall not affect the remaining provisions.

*[Signatures on following page.]*

IN WITNESS WHEREOF, CP5 has executed this Termination effective as of the date first set forth above.

CP5:

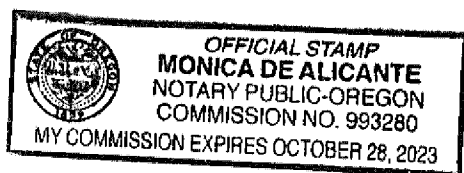
CP5 Development, LLC,  
an Oregon limited liability company


  
\_\_\_\_\_  
Paul Glover, Member

  
\_\_\_\_\_  
Christopher Rattigan, Member

STATE OF OREGON     )  
                                      ) ss.  
County of Deschutes     )

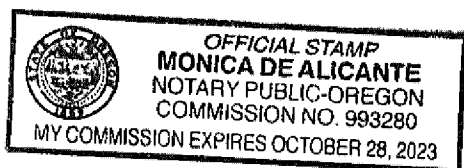
This instrument was acknowledged before me on this 2<sup>nd</sup> day of November, 2020, by Paul Glover as a Member of CP5 Development, LLC.




By:   
Notary Public for Oregon

STATE OF OREGON     )  
                                      ) ss.  
County of Deschutes     )

This instrument was acknowledged before me on this 2<sup>nd</sup> day of November, 2020, by Christopher Rattigan as a Member of CP5 Development, LLC.



By:   
Notary Public for Oregon