

1st courtesy
After recording return to:

WILLIAM A. DREW
ELLIOTT OSTRANDER & PRESTON, P.C.
1500 SW WASHINGTON STR., SUITE 1500
PORTLAND, OR 97205

2011-011193

Klamath County, Oregon



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10/07/2011 12:55:36 PM

Fee: \$57.00

PERPETUAL EASEMENT FOR UTILITIES AND ACCESS

In consideration of value received and the mutual promises contained herein, Willamette Property Holdings, LLC ("Grantor"), does hereby grant and convey to PFRS Crystal Terrace Corp. ("Grantee"), and to its heirs, successors, and assigns, a perpetual nonexclusive easement (the "Easement") for the purpose of accessing, winterizing, maintaining and using a certain water line, valve and meter (the "Water Utilities") located within a portion of Grantor's property described in Exhibit A attached hereto and incorporated herein by this reference ("Grantor's Property"), for the benefit and use of Grantee's Property described in Exhibit B, attached hereto and incorporated herein by this reference ("Grantee's Property").

This Easement includes the right to enter that portion of Grantor's Property described in Exhibit A for installation, use, maintenance, and repair of the Water Utilities as may be reasonably necessary; provided, however, that: (1) the installation, maintenance, or repair of the Water Utilities shall not unreasonably disturb Grantor or interfere with the use of Grantor's Property; (2) Grantee shall be responsible for any repairs necessary to Grantor's Property resulting from the Water Utilities or their breaking or malfunctioning; and (3) Grantee shall indemnify, defend and hold Grantor harmless from any and all loss or liability, including reasonable attorney fees, for property damage and personal injury arising out of the use of the Easement by Grantee, and its guests, invitees, and licensees. Grantor shall not erect any fence or other structure which would inhibit Grantee's ability to enjoy the use granted under this Easement without providing Grantee necessary access.

In the event Grantor desires to utilize Grantor's Property for future development or construction, Grantor shall have the right to move the Water Utilities, at Grantor's sole cost and expense, to another location, providing Grantee with similar easements, rights, benefits and obligations at such new location as provided under this Easement.

The easements, rights, benefits, and obligations granted and assumed herein are intended to run with the land; therefore, such easements, rights, benefits, and obligations shall inure to the heirs, successors, and assigns of each party hereto. The exercise by any party hereto of such rights shall be reasonable and respect the rights of each party hereto to the quiet enjoyment of their property. A failure by any party hereto to comply with the covenants and obligations contained herein shall entitle the other party hereto to all available lawful remedies, but shall not cause this document or any easement granted hereby to terminate.

[Signature Page Follows]

DATED: SEPTEMBER __, 2011.

GRANTOR:

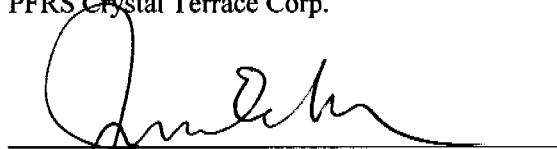
Willamette Property Holdings, LLC



By: Michael A. Grassmuck
Its: Sole member

GRANTEE:

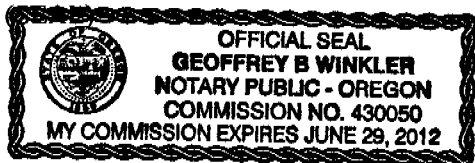
PFRS Crystal Terrace Corp.

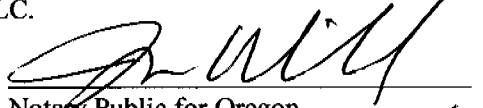


By: JAMES MOORE
Its: PRESIDENT

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This document was acknowledged before me on September 29, 2011, by Michael A. Grassmuck an authorized member of Willamette Property Holdings, LLC.





Notary Public for Oregon
My Commission Expires: 6/29/12

STATE OF MICHIGAN)
) ss
COUNTY OF Wayne)

This document was acknowledged before me on September 29, 2011 by JAMES MOORE an authorized officer of PFRS Crystal Terrace Corp.

(SEAL)


Notary Public for Oregon - Michigan
My Commission Expires: 9-16-2015



"EXHIBIT A"
Grantor's Easement Legal Description



Engineers ▲ Planners ▲ Surveyors ▲ Testing

Easement Description

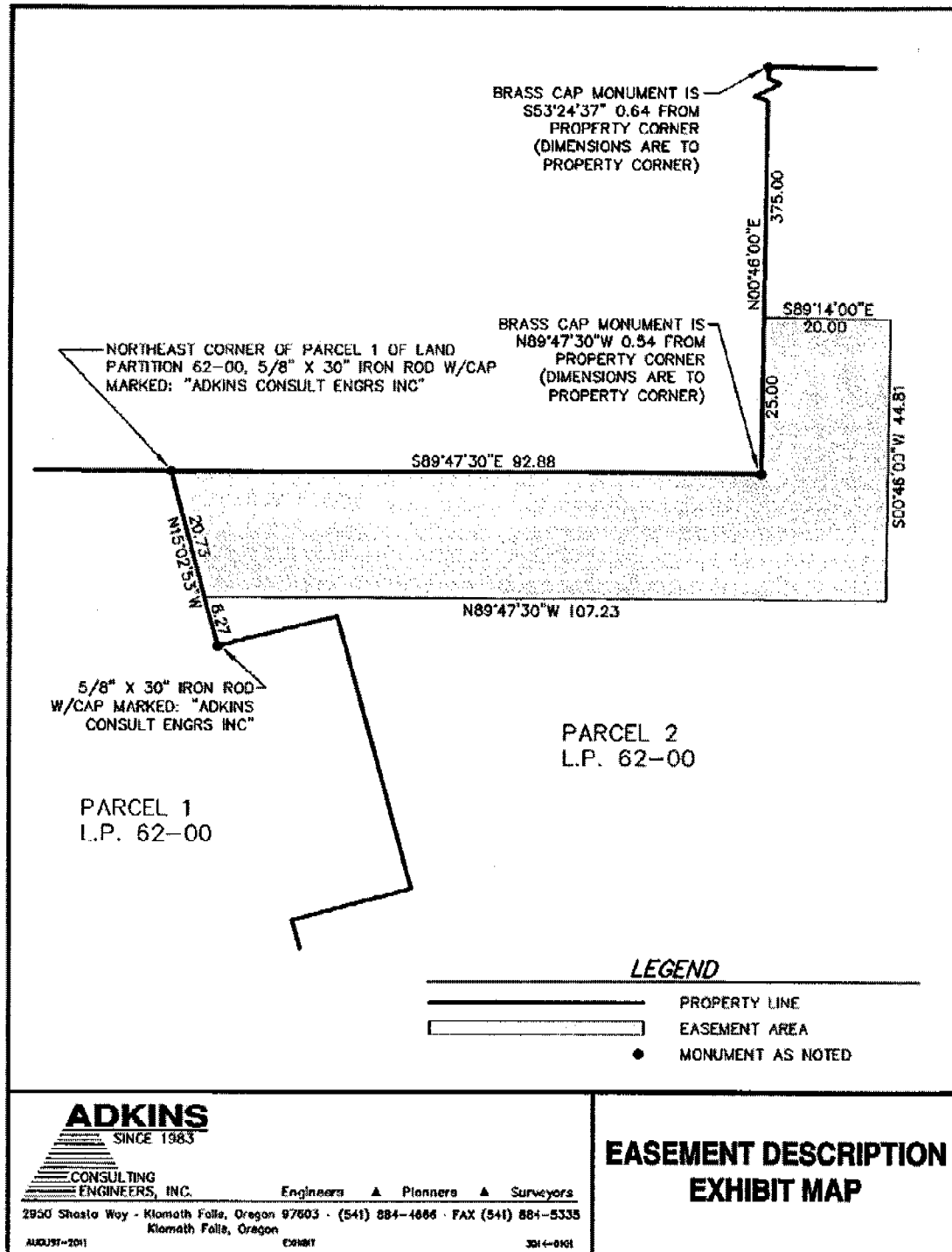
A portion of land situated in the SE ¼ NE ¼ of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Northeast corner of Parcel 1 of Land Partition 62-00 said point marked by a 5/8 inch iron rod; thence S89°47'30"E 92.88 feet along the westerly boundary line of Parcel 2 of Land Partition 62-00 ; thence continuing along said westerly boundary line N00°46'00"E 25.00 feet; thence leaving said westerly boundary line S89°14'00"E 20.00 feet to a point; thence S00°46'00"W 44.81 feet to a point; thence N89°47'30"W 107.23 feet to the westerly boundary line of Parcel 2 of Land Partition 62-00; thence N15°02'53"W 20.73 feet to the point of beginning, with bearings based on Klamath County Land Partition 62-00.

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EXHIBIT A CONTINUED



**EXHIBIT B
GRANTEE'S PROPERTY
LEGAL DESCRIPTION**

Real property in the City of Klamath Falls, County of Klamath, State of Oregon, described as follows:

PARCEL A:

A parcel of land situated in the SE 1/4 NE 1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Parcel 1 of Land Partition 62-00 filed in Klamath County, Oregon

PARCEL B:

Easement as disclosed in Agreement for Reciprocal Access Easement, recorded June 8, 2001 in Volume M-01 on page 27242, records of Klamath County, Oregon.

APN: R428059