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2012-009174

Klamath County, Oregon



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08/20/2012 11:40:22 AM

Fee: \$77.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

KLAMATH FALLS PARTNERS
270 ST. PAUL, SUITE 300
DENVER, COLORADO 80206
ATTENTION: BRIAN PAULS

**ASSIGNMENT AND ASSUMPTION OF
DECLARANT'S RIGHTS**

This ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS (this "Agreement") is being made as of the __ day of August, 2012 (the "Effective Date") by and between RIDGEWATER DEVELOPMENT, LLC, a Delaware limited liability company ("Assignor"), and KLAMATH FALLS PARTNERS, LLC, a Colorado limited liability company ("Assignee"), with reference to the following facts:

RECITALS:

A. Assignee, as "Buyer", and Assignor, as "Seller", are parties to that certain Agreement For Purchase and Sale of Real Property, dated as of July 11, 2012, as may be amended from time to time (collectively, the "Purchase Agreement"), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to buy from Assignor, certain real property commonly known as Ridgewater located in Klamath County, Oregon, which real property is more particularly described in Exhibit A attached hereto (the "Property").

B. The Property, among other items, is currently subject to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Ridgewater, dated September 8, 2006, and recorded in the Official Records of the Klamath County as of September 11, 2006, as Instrument No. 2006-018271, by Assignor's predecessor-by conversion as the "Declarant" thereunder (as the may have been amended from time to time, the "CC&Rs").

C. In connection with the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's rights and interests, and Assignee desires to assume from Assignor all of Assignor's obligations and duties, as the Declarant under the CC&Rs.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, the terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

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1. Assignment and Assumption. Assignor hereby (i) irrevocably assigns, sets over, transfers and conveys to Assignee, without any representation or warranty whatsoever, all of Assignor's rights, title and interests as the Declarant under the CC&Rs, and (ii) delegates to Assignee all of Assignor's duties, obligations and liabilities as the Declarant under the CC&Rs. Assignee hereby accepts this assignment of rights and delegation of duties set forth herein and hereby expressly assumes all duties, obligations and liabilities of Assignor as Declarant under the CC&Rs accruing on and after the Effective Date.

2. Further Assurances. Assignee agrees to execute any and all other documents, instruments, assignments or other similar documents, and to take such further actions as may be reasonably necessary to consummate the transaction contemplated hereby.

3. General Provisions.

(a) Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(b) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which, together, shall constitute one and the same instrument.

(c) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon.

(d) Attorneys' and Other Fees. Should either party institute any action or proceeding to enforce or interpret the provisions of this Agreement, for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' and other fees, incurred by the prevailing party in connection with such action or proceeding. The term "attorneys' and other fees" shall mean and include attorneys' fees, accountants' fees, expert witnesses' fees and any and all other similar fees incurred in connection with the action or proceeding and preparations therefor. The term "action or proceeding" shall mean and include actions, proceedings, suits, arbitrations, appeals and other similar proceedings.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Declarant's Rights Agreement as of the date first above written.

ASSIGNOR:

RIDGEWATER DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____
Name: Ambrose Fisher
Title: Senior Vice President

By: _____
Name: Cary Kleinman
Title: Vice President and Secretary

ASSIGNEE:

Klamath Falls Partners, LLC, a Colorado limited liability company

By: **PREO (KLAMATH FALLS), LLC,** a Colorado limited liability company
Its: Manager

By: _____
Name: _____
Title: Authorized Signatory

State of California
County of Los Angeles)

On August 16, 2012 before me, Sarah E. Fitzgibbons, Notary Public, personally appeared Ambrose Fisher and Cary Kleinman, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sarah E. Fitzgibbons

(Seal)

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Declarant's Rights Agreement as of the date first above written.

ASSIGNOR:

RIDGEWATER DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

Klamath Falls Partners, LLC, a Colorado limited liability company

By: PREO (KLAMATH FALLS), LLC, a Colorado limited liability company

Its: Manager

By: _____
Name: *Ben D. Park*
Title: Authorized Signatory

State of _____
County of _____

On _____ before me, _____, a notary
public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the
foregoing is true and correct.

Witness my hand and official seal.

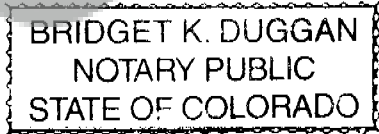
Signature _____ (Seal)

State of Colorado
County of Denver

On August 16, 2012 before me, Bridget K. Duggan, a notary
public, personally appeared Brian D. Pauls

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the
foregoing is true and correct.



My Commission Expires 07/03/2014

Witness my hand and official seal.

Signature Bridget K. Duggan (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

[See Attached]

Unofficial
Copy

Exhibit "A"

Legal Description

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

PARCEL 1:

LOTS 3, 4, 10, 16, 17, 19, 22, 23, 31, 33-37, 39-44, 46-51, 53, 55-60, 62-64, 67, 68, 71, 73, 77-79, 81, 84, 85, 87-94, 105-107 AND 108 OF TRACT 1472, RIDGEWATER SUBDIVISION, PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Together With private roads known as Juniper Mountain Way and Bryant Butte Loop as shown on the recorded plat of Tract 1472 Ridgewater Subdivision, Phase 1.

ALSO TOGETHER WITH an easement for public utility and incidental purposes recorded January 26, 2007 in Volume 2007 Page 001435, Records of Klamath County, Oregon.

PARCEL 2:

LOTS 115-133, 140, 141, 144-152, 173-179, 182-186, 188, 191, 192, 199-202, 224-227, 229-240, 242-247, 249, 251, 252, 254-278, 280, 281 AND COMMON AREAS B, C, E AND F OF TRACT 1496, RIDGEWATER SUBDIVISION, PHASE 1, 1ST ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Together With private road known as Bailey Mountain Road as shown on the recorded plat of Tract 1496 Ridgewater Subdivision, Phase 1, 1st Addition.

ALSO TOGETHER WITH an easement for public utility and incidental purposes recorded January 26, 2007 in Volume 2007 Page 001436, Records of Klamath County, Oregon.

PARCEL 1 OF LAND PARTITION 39-10, BEING A RE-PLAT OF LOTS 153 THROUGH 172 OF TRACT 1496, RIDGEWATER SUBDIVISION, PHASE 1, 1ST ADDITION, SITUATED IN THE NW 1/4 OF SECTION 36, TOWNSHIP 38 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 1 OF LAND PARTITION 38-10 BEING A RE-PLAT OF LOTS 203 THROUGH 223 OF TRACT 1496, RIDGEWATER SUBDIVISION, PHASE 1, 1ST ADDITION, SITUATED IN THE NE 1/4 OF SECTION 35, TOWNSHIP SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 3:

LOTS 1-19 OF TRACT 1507 BEING A REPLAT OF LOTS 109-114, 134-136, 142, 143 and 193-198, COMMON AREA A AND COMMON AREA D OF TRACT 1496, RIDGEWATER SUBDIVISION, PHASE 1, 1ST ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

PARCEL 4: (THE TIMBERS, PHASE 1)

LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 thru 26, 27, 28, 29, 30, 31, 32, 33, 34, AND COMMON AREA A TRACT 1506, THE TIMBERS, PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

PARCEL 5: (FUTURE DEVELOPMENT RW)

IN TOWNSHIP 38 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

SECTION 26: THE SOUTHEAST QUARTER, SOUTH HALF NORTHEAST QUARTER, NORTHWEST QUARTER NORTHEAST QUARTER

SECTION 35: ALL THAT PORTION OF SECTION 35 LYING NORTHEASTERLY OF HIGHWAY 140

EXCEPTING THEREFROM TRACT 1472, RIDGEWATER SUBDIVISION, PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

ALSO EXCEPTING THEREFROM TRACT 1496, RIDGEWATER SUBDIVISION, PHASE 1, 1ST ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

PARCEL 6: (FOREST LAND)

PARCELS 2 AND 3 OF LAND PARTITION 16-11, BEING A REPLAT OF PARCEL 3 OF MINOR LAND PARTITION NO. 81-34 LOCATED IN THE SW 1/4 OF SECTION 15, SECTION 22, THE SW 1/4 OF SECTION 23, THE NW 1/4 & SW 1/4 OF SECTION 26, AND THE NE 1/4 OF SECTION 27, TOWNSHIP 38 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

TOGETHER WITH an easement for access and incidental purposes, 30 feet in width, as shown on said Land Partition 16-11, Detail B.

ALSO TOGETHER WITH an easement for access and incidental purposes recorded January 19, 2012 in 2012-491, Records of Klamath County, Oregon.

PARCEL 7: (FUTURE DEVELOPMENT RW)

IN TOWNSHIP 38 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON

SECTION 25: SOUTH HALF SOUTHWEST QUARTER, NORTHWEST QUARTER SOUTHWEST QUARTER, SOUTHWEST QUARTER NORTHWEST QUARTER, THAT PORTION OF THE SOUTHEAST NORTHWEST AND NORTHEAST SOUTHWEST LYING SOUTHERLY AND WESTERLY OF LAKESHORE GARDEN SUBDIVISION.

SECTION 36: NORTHWEST QUARTER AND THAT PORTION SOUTHWEST QUARTER LYING NORTHEASTERLY OF HIGHWAY 140.

EXCEPTING THEREFROM TRACT 1472, RIDGEWATER SUBDIVISION, PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

ALSO EXCEPTING THEREFROM TRACT 1496, RIDGEWATER SUBDIVISION PHASE 1, 1ST ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.