

2007-005326

Klamath County, Oregon



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03/23/2007 10:39:04 AM

Fee: \$41.00

**AFTER RECORDING RETURN TO:**

Boivin, Uerlings & Dilaconi, P.C.  
Attn: Barbara M. Dilaconi  
803 Main Street, Suite 201  
Klamath Falls, OR 97601

**AGREEMENT FOR RECIPROCAL PARKING LOT ACCESS**

This Agreement for Reciprocal Access by and among three parcels of Land Partition 92-06 all owned by Merle West Medical Center, Inc., 2865 Daggett Avenue, Klamath Falls, Oregon ("MWMC") (the "Agreement") is made as of this 22nd day of February 2007. The true and actual consideration paid is other than money.

**BACKGROUND**

MWMC owns certain real property described on the attached **Exhibit A, Exhibit B and Exhibit C**, these three parcels being the result of a partition of a larger parcel which was also owned by MWMC at the time of partition. MWMC has sought the partition of the larger parcel into three (3) separate parcels as part of a planned development of this real property.

Prior to the partition process a certain number of parking spaces were developed for the medical office buildings being constructed on the real property. There has existed the ability for patrons of the buildings located on the property to freely access the parking spaces over the entire larger parcel prior to the actual partition of the real property. This has facilitated easy parking and pedestrian access to and from the MWMC Property and any of the buildings on the property.

Pursuant to the City of Klamath Falls Planning Department Administrative Review, Final Decision and Conditions: 9-P-06, dated November 11, 2006, MWMC wishes to grant the reciprocal right to use all of the parking spaces covering the entire large parcel which will now be partitioned into the parcels identified in **Exhibits A, B, and C**.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

**1. Mutual Grant of Access.**

**1.1 Grant by MWMC by and among Parcels 1, 2, and 3 as legally described in Exhibits A, B and C** a nonexclusive access for patron parking on any one of the three parcels to any of the other parcels over that portion of the property where the currently designated parking spaces have been established and approved by the City of Klamath Falls Planning Department. This reciprocal parking lot access agreement is granted as a right appurtenant to all three of the parcels described in **Exhibits A, B, and C** that shall run with the land and will be of equal benefit and burden to each parcel as described in **Exhibits A, B, and C**. This Parking Lot Access Agreement is granted for the benefit of the owners and patrons of the parcels of land described in **Exhibits A, B, and C** and any MWMC's lessees, mortgagees, successors, assigns, and its business invitees, licensees, representatives, and employees (collectively the "Permitted Users"), subject to the restrictions, covenants, and charges set

forth in this Agreement.


2. **Restriction on the construction of fences or barricades.** In accordance with the goal of maintaining free access to each parking lot and the internal circulation between the parking lots on all parcels defined in **Exhibits A, B and C**, and in compliance with the requirements as set forth in the City of Klamath Falls Planning Department Administrative Review, Final Decision and Conditions: 9-P-06, dated November 11, 2006, MWMC does hereby restrict the construction of any barricade and/or fence on any of the parcels described in **Exhibits A, B and C**, so that there is no disruption of the internal circulation between the lots located on the parcels as of the date of execution of this Agreement.

3. **Rights and Restrictions.** MWMC Permitted Users will have the right to use the parking lots currently existing as of the date of this Agreement only for the specific purposes set forth in this Agreement. All Permitted Users' use will cause a minimum of interference to others. Use of the parking lots may be on a regular, continuous, nonexclusive, non-priority basis, for the benefit of all Permitted Users.

4. **Survival.** The parking lot access as described in this Agreement will bind and inure to the benefit of the successors and assigns of MWMC.

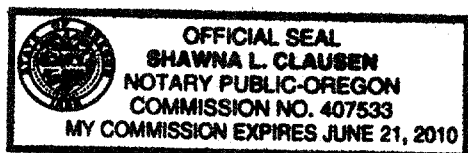
IN WITNESS WHEREOF, Merle West Medical Center has executed this Agreement as of the date first written above.

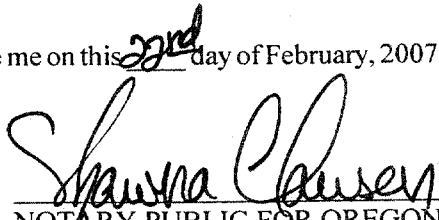
MERLE WEST MEDICAL CENTER, INC.  
2865 Daggett Street  
Klamath Falls, OR 97601

By:   
Its: Vice President

STATE OF OREGON    )  
                                  ) ss.  
County of Klamath    )

This instrument was acknowledged before me on this 22nd day of February, 2007 by Leslie Flick as Vice President of Merle West Medical Center, Inc.



  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 06/21/10

## EXHIBIT A

### Description for Parcel 1 of LP 92-06

A parcel of land situated in the SW¼ NE¼ of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon being Parcel 1 of Land Partition 92-06 and more particularly described as follows:

Commencing at a point on the east line of the SW¼ NE¼ of said Section 20 from which the southeast corner of McLoughlin Heights bears South 00°46'00" West 308.18 feet; thence North 00°46'00" East 262.60 feet to the centerline of vacated Foothill Boulevard; thence along said centerline North 63°00'00" West 148.81 feet; thence 522.97 feet along the arc of a 749.83 foot radius curve to the left through a delta angle of 39°57'41", the long chord of which bears North 82°58'50" West 512.44 feet; thence South 77°02'20" West 169.89 feet to the True Point of Beginning for this description; thence 100.93 feet along the arc of a 275.46 foot radius curve to the right through a delta angle of 20°59'34", the long chord of which bears South 87°32'07" West 100.36 feet; thence North 82°00'00" West 122.95 feet to the easterly line of Dagget Avenue; thence along said easterly line South 12°28'59" East 258.61 feet; thence 43.07 feet along the arc of a 35.47 foot radius curve to the left through a delta angle of 69°34'38", the long chord of which bears South 47°16'18" East 40.47 feet, to the northerly line of Mountain View Boulevard; thence along said northerly line 198.04 feet along the arc of a 540.46 foot radius curve to the left through a delta angle of 20°59'43", the long chord of which bears North 87°26'31" East 196.94 feet; thence North 76°57'37" East 49.98 feet; thence leaving the northerly line of Mountain View Boulevard North 13°11'25" East 119.88 feet; thence South 76°58'42" West 50.45 feet; thence North 12°55'29" West 145.43 feet to the point of beginning.

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## EXHIBIT B

### Description for Parcel 2 of LP 92-06

A parcel of land situated in the SW¼ NE¼ of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon being Parcel 2 of Land Partition 92-06 and more particularly described as follows:

Commencing at a point on the east line of the SW¼ NE¼ of said Section 20 from which the southeast corner of McLoughlin Heights bears South 00°46'00" West 308.18 feet; thence North 00°46'00" East 262.60 feet to the centerline of vacated Foothill Boulevard; thence along said centerline North 63°00'00" West 148.81 feet; thence 123.36 feet along the arc of a 749.83 foot radius curve to the left through a delta angle of 39°57'41", the long chord of which bears North 82°58'50" West 512.44 feet to the True Point of Beginning for this description; thence continuing 399.61 feet along the arc of a 749.83 foot radius curve to the left through a delta angle of 30°32'06" the long chord of which bears North 87°41'37" West 394.90 feet; thence South 77°02'20" West 169.89 feet; thence South 12°55'29" East 145.43 feet; thence North 76°58'42" East 50.45 feet; thence South 13°11'25" East 119.88 feet to the northerly line of Mountain View Boulevard; thence along said northerly line North 76°57'37" West 119.13 feet; thence 258.31 feet along the arc of a 484.76 foot radius curve to the right having a delta angle of 30°31'50", the long chord of which bears South 87°47'17" East 255.26 feet; thence leaving said northerly line North 17°35'13" East 264.66 feet to the point of beginning.

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## EXHIBIT C

### Description for Parcel 3 of LP 92-06

A parcel of land situated in the SW¼ NE¼ of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon being Parcel 3 of Land Partition 92-06 and more particularly described as follows:

Beginning at a point on the east line of the SW¼ NE¼ of said Section 20 from which the southeast corner of McLoughlin Heights bears South 00°46'00" West 308.18 feet; thence North 00°46'00" East 262.60 feet to the centerline of vacated Foothill Boulevard; thence along said centerline North 63°00'00" West 148.81 feet; thence 123.36 feet along the arc of a 749.83 foot radius curve to the left through a delta angle of 9°25'34", the long chord of which bears North 67°42'47" West 123.22 feet; thence South 17°35'13" West 264.66 feet to the northerly line of Mountain View Boulevard; thence along said northerly line 80.06 feet along the arc of a 484.76 foot radius curve to the right having a delta angle of 9°27'44", the long chord of which bears South 67°47'30" East 79.97 feet; thence South 63°02'00" East 246.79 feet; thence 40.56 feet along the arc of a 20.00 foot radius curve to the left having a delta angle of 116°11'32", the long chord of which bears North 58°52'14" East 33.96 feet, to the point of beginning.

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