## **After Recording Return To:**

**2018-003613** Klamath County, Oregon

03/26/2018 10:53:00 AM

Fee: \$72.00

MARK R. PATTERSON VANDEBERG JOHNSON & GANDARA 1201 Pacific Avenue, Suite 1900 Tacoma, WA 98402-4391

**DOCUMENT:** 

AMENDMENT TO AGREEMENT FOR

RECIPROCAL ACCESS EASEMENT

(Volume MOI, Page 27242, Records of Klamath

County, State of Oregon.)

**GRANTORS/GRANTEES:** 

SKY LAKES MEDICAL CENTER, INC.

QUAIL PARK OF KLAMATH FALLS, LLC

**QUAIL PARK OF KLAMATH FALLS** 

PHASE II, LLC

KLAMATH FALLS SNF, LLC

KLAMATH FALLS INTERCOMMUNITY

**HOSPITAL AUTHORITY** 

**FULL LEGAL ON PAGE** 

7

When Recorded Return Tor-

First American Title Insurance Company National Commercial Services 18500 Von Karman Avenue, Suite 600 Irvine, CA 92612 File No: NCS — 81003416

## AMENDMENT TO AGREEMENT FOR RECIPROCAL ACCESS EASEMENT

On June 8, 2001, the Original Parties listed below entered into an Agreement for Reciprocal Access Easement:

## **Original Parties**

## **Successor Parties**

Merle West Medical Center, Inc.

Sky Lakes Medical Center, Inc.

Crystal Terrace Retirement Community, LLC

Quail Park of Klamath Falls, LLC

CT Acres, LLC:

Quail Park of Klamath Falls Phase II, LLC

Plum Ridge Care Community, LLC

Klamath Falls SNF, LLC

Klamath Falls Intercommunity Hospital Authority

Klamath Falls Intercommunity Hospital

Authority

The Agreement for Reciprocal Access Easement was recorded June 8, 2001 in Volume M01, Page 27242, Records of Klamath County, State of Oregon. The real property formerly owned by the Original Parties is now owned by the Successor Parties named above.

The Successor Parties have discovered an error in the legal description of the easement premises described in Exhibit F-2 of the Agreement for Reciprocal Access Easement.

To correct the error, the Successor Parties hereby agree to deleted Exhibit F-2 of the original Agreement for Reciprocal Access Easement in its entirety, and to replace Exhibit F-2 with Amended Exhibit F-2 attached to this Amendment and incorporated by this reference. The legal description of the "Drive" defined in the sixth paragraph of the Agreement for Reciprocal Access Easement shall be as described in Amended Exhibit F-2.

Each and every other provision of the Agreement for Reciprocal Access Easement remains in full force and effect, without change.

This Amendment to Agreement for Reciprocal Access Easement may be executed in counterparts, each of which will be deemed an original and all of which together constitute one and the same Agreement.

[Signatures begin on the following page.]

QUAIL PARK OF KLAMATH FALLS, LLC, a Washington limited liability company, successor to Crystal Terrace Retirement Community, LLC

By: Denis R. Bryant, Manager Date: 3/7/18

STATE OF WASHINGTON )

(County of Pierce King )

On this day personally appeared before me DENIS R. BRYANT, to me known to be the Manager of QUAIL PARK OF KLAMATH FALLS PHASE II; LLC, the corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation.

GIVEN under my hand and official seal this \_\_\_\_\_ day of December, 2017:

For recording in the state of Washington, the Notarial Seal must be fully legible and cannot intrude into document margins. Please affix seal in the space provided.



QUAIL PARK OF KLAMATH FALLS PHASE II, LLC, a Washington limited liability company, successor to CT Acres, LLC

By:	D+3,3+					
	Denis R. Bryant, Manager					
	Date:	3	7	18		

STATE OF WASHINGTON			
County of Pierce King	) ss )		

On this day personally appeared before me DENIS R. BRYANT, to me known to be the Manager of QUAIL PARK OF KLAMATH FALLS PHASE II, LLC, the corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation.

GIVEN under my hand and official seal this  $1^{\infty}$  day of December, 2017.

For recording in the state of Washington, the Notarial Seal must be fully legible and cannot intrude into document margins. Please affix seal in the space provided.



[Print Name] From Tight

NOTARY PUBLIC in and for the State of

Washington, residing at Seattle

My appointment expires: 8/17/2020

KLAMATH FALLS SNF, LLC, a California limited liability company, successor to Plum Ridge Care Community, LLC

By:

William M. Bryan Manager

STATE OF CALIFORNIA County of Las Angeles

On this day personally appeared before me William M. Bryan, to me known to be the Manager of KLAMATH FALLS SNF, LLC, the limited liability company described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said limited liability company.

GIVEN under my hand and official seal this 19th day of January, 2018.

For recording in the state of California the Notarial Seal must be fully legible and cannot intrude into document margins. Please affix seal in the space provided.

los Anaeren CA 90026. 4/10/2019 expires:

NOTARY PUBLIC in and for the State of

California

residing My

appointment

**ROBIN REGINA DA VINCI** Commission # 2107161 Notary Public - California **Los Angeles County** Comm. Expires Apr 16, 2019 KLAMATH FALLS INTERCOMMUNITY HOSPITAL AUTHORITY, a hospital authority formed pursuant to ORS 441 STATE OF OREGON County of Klamath On this day personally appeared before me to be the signing authority of KLAMATH FALLS INTERCOMMUNITY HOSPITAL AUTHORITY, the corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation. GIVEN under my hand and official seal this 147 day of February, 2018. For recording in the state of Oregon, the Notarial Seal must be fully legible [Print Name] Lon Garnan and cannot intrude into document margins. NOTARY PUBLIC in and for the State of Oregon, residing at \ Please affix seal in the space provided. My appointment expires:

[ ] [ ] [ ]



South 51°35'51" East, 15.30 feet; thence South 89°54'50" East a distance of 22.74 feet to the **POINT OF BEGINNING**, containing 0.02 acres, more or less.

The bearings for this description are based on Klamath County Land Partition 62-00.