

When Recorded Return To: \_\_\_\_\_  
First American Title Insurance Company  
National Commercial Services  
18500 Von Karman Avenue, Suite 600  
Irvine, CA 92612  
File No: NCS -860346

**2018-003849**  
Klamath County, Oregon  
03/30/2018 11:38:01 AM  
Fee: \$72.00

**RECORD AND RETURN TO:**

Latham & Watkins LLP  
650 Town Center Drive, 20<sup>th</sup> Floor  
Costa Mesa, CA 92626  
Attn: Meagan Licata

**Until a change is requested all tax  
statements shall be sent to the following  
address:**

c/o MBK Senior Living LLC  
4 Park Plaza, Suite 850  
Irvine, CA 92614

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**STATUTORY SPECIAL WARRANTY DEED**

By this Statutory Special Warranty Deed, executed on March 27, 2018 and effective as of March 30, 2018, **Quail Park of Klamath Falls Phase III, LLC**, a Washington limited liability company, Grantor, conveys and specially warrants to Klamath Falls MSL LLC, a Delaware limited liability company, Grantee, the real property described on Exhibit "A" attached hereto and made a part hereof by this reference (the "Property"), free of encumbrances except for those matters set forth on Exhibit "B" attached hereto and made a part hereof by this reference. In addition to the foregoing, Grantor also hereby transfers, assigns and conveys to Grantee all of Grantor's right, title and interest of Grantor in, to and under that certain Declaration of Covenants, Conditions and Restrictions and Grant of Easements, dated May 5, 2014, made by Quail Park of Klamath Falls, LLC and recorded against a portion of the Property on May 7, 2014 in Klamath County, Oregon as Instrument No. 2014-004617, including, without limitation, all of Grantor's rights as the "Declarant" thereunder.

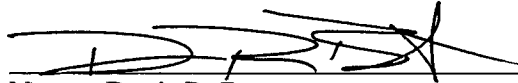
The true consideration for this conveyance includes other property or other value given or promised that represents the whole consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS

INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

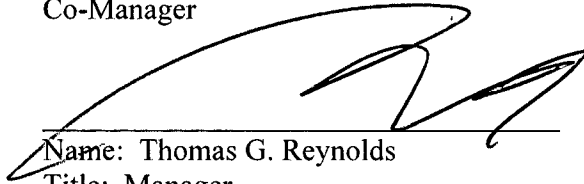
Dated this 27 day of March, 2018.

**Quail Park of Klamath Falls Phase III, LLC, a**  
Washington limited liability company

A handwritten signature in black ink, appearing to read 'D. Bryant', written over a horizontal line.

Name: Denis R. Bryant  
Title: Co-Manager

Northwestern Senior Development, LLC,  
a Washington limited liability company,  
Co-Manager

A handwritten signature in black ink, appearing to read 'T. Reynolds', written over a horizontal line.

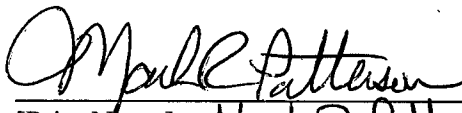
Name: Thomas G. Reynolds  
Title: Manager

STATE OF WASHINGTON                    )  
  )       ss.  
County of King                            )

On this 27<sup>th</sup> day of March, 2018, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared DENIS R. BRYANT and NORTHWESTERN SENIOR DEVELOPMENT, LLC by THOMAS G. REYNOLDS, Manager, to me known to be the Mangers of Quail Park of Klamath Falls Phase III, LLC, the limited liability company 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 they are authorized to execute said on behalf of said limited liability company.

Witness my hand, and official seal hereto affixed the day and year first above written.



  
[Print Name] Mark R Patterson  
NOTARY PUBLIC in and for the State of  
Washington residing at Tacoma  
My Commission expires: 4-26-18

**Exhibit "A" to Oregon Special Warranty Deed**

**Legal Description – Quail Park of Klamath Falls Phase III, LLC**

**(Vacant Land, Klamath Falls, Oregon)**

**PARCEL G:**

Parcel 2 of Land Partition 62-00, situate in the SE1/4 NE1/4 of Section 20, township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

LESS AND EXCEPT Property Line Adjustment 13-11, described as follows:

A portion of land situated in the SE1/4 NE1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, as shown by city of Klamath Falls Property Line Adjustment 13-11 Map of Survey, and more particularly described as follows:

Beginning at a point marked by a 5/8 inch iron rod from which the Southwest corner of Parcel 2 of Land Partition 62-00 bears South 15°02'53" East 320.94 feet; thence North 15°02'53" West 45.31 feet to a point marked by a 5/8 inch iron rod; thence North 74°57'07" East 19.29 feet to a point marked by a 5/8 inch iron rod; thence South 15°02'53" East 45.31 feet to a point marked by a 5/8 inch iron rod; thence South 74°57'07" West 19.29 feet to the point of beginning, with bearings based on Klamath County Land Partition 62-00.

**PARCEL H:**

Easement as disclosed in Perpetual Easement for Utilities and Access recorded October 7, 2011 as Instrument No. 2011-11193, Klamath County Records, Oregon.

**PARCEL I:**

Easement as disclosed in Declaration of Covenants, Conditions and Restrictions and Grant of Easements recorded May 7, 2014 as Instrument No. 2014-004617, Klamath County Records, Oregon.

**Exhibit "B" to Oregon Special Warranty Deed**

**Permitted Exceptions**

To include only the exceptions specified in the Proforma Policy for the applicable Property.

1. The 2018-2019 Real Estate Taxes: A lien not yet due or payable.
2. Special Assessment disclosed by the Klamath tax rolls and collected with property taxes, none due or payable as of the Date of Policy.  
For: Klamath Lake Grazing Fire Patrol
3. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: The Pacific Telephone and Telegraph Company  
Recorded: November 29, 1929  
Volume 88, page 290, Deed Records
4. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: Beaver Tate Telephone Company  
Recorded: August 24, 1959  
Volume 315, page 236, Deed Records
5. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: Presbyterian Intercommunity Hospital, Inc., an Oregon non-profit corporation  
Recorded: September 1, 1964  
Volume 355, page 643, Deed Records
6. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: Oregon Water Corporation  
Volume M65, page 1807
7. Access and utility easements as disclosed on Land Partition 62-00 as filed in Klamath County, Oregon.
8. Agreement for Reciprocal Access Easement, including the terms and provisions thereof,  
Dated: June 8, 2001  
Recorded: June 8, 2001  
Instrument No.: M01, page 27242

Between: Merle West Medical Center, Inc., Crystal Terrace Retirement Community,  
LLC, an Oregon Limited Liability Company  
And: Klamath Falls Intercommunity Hospital Authority

9. Perpetual Easement for Utilities and Access, including the terms and provisions thereof,  
Recorded: October 7, 2011  
Volume: 2011-011193
10. An easement including the terms and provisions thereof, affecting the portion of said  
premises and for the purposes stated therein as set forth in instrument:  
Granted To: Falcon Cable Systems Company II, LP  
Recorded: March 15, 2016  
Volume: 2016-002746