

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Northwest Regional Director, Heritage Conservation and Recreation Service (hereinafter designated "Grantor"), under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law No. 485, 91st Congress, and regulations and orders promulgated thereunder, for and in consideration of the perpetual use of the hereinafter described premises exclusively as and for public park and public recreation area purposes by the City of Klamath Falls, a political subdivision of the State of Oregon (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions, and covenants hereinafter expressed and set forth, all Grantor's right, title, and interest in and to that certain parcel of real property, consisting of approximately 44.46 acres of land and 1.88 acres of road easement known as Firing Range Annex Kingsley Field, located in Klamath County, State of Oregon, and more particularly described in Exhibit "A", attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions, and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

RESERVING, HOWEVER, unto the Grantor all coal, oil, gas, and other minerals on said real property, together with the right to prospect for, mine, and remove the same under applicable laws, rules, and regulations prescribed by the Secretary of the Interior.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations, and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the Grantee.

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It is agreed and understood by and between the Grantor and Grantee, and the Grantee, by its acceptance of this Deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained exclusively for the public purposes for which it is conveyed in perpetuity as set forth in the program of utilization and plan contained in the application dated March 7, 1979, submitted by the Grantee and accepted by the Grantor on March 13, 1979, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.
2. The Grantee shall, within six (6) months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions as contained in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.
4. From the date of this conveyance, the Grantee, its successors and assigns, shall prepare and submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its

continuous use for the purposes set forth above, for ten consecutive reports, and as further determined by the Secretary of the Interior.

5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title, and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

6. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

7. The Grantee agrees to comply with all laws applicable to the use of the above described property for public park and recreation purposes including compliance with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), to assure that development of facilities on conveyed surplus properties of public park and recreation purposes are accessible to the physically handicapped, and, Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) which assures that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity relating to Federal financial assistance.

8. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title, and interest in said premises and in any and all of the covenants, hereditaments, and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

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IN WITNESS WHEREOF, the Grantor has caused these presents to be  
 executed in its name and on its behalf this the 31 day of August  
 1979.

UNITED STATES OF AMERICA  
 Acting by and through the  
 Secretary of the Interior

By Maurice H. Lundy  
 Regional Director  
 Northwest Region  
 Heritage Conservation and  
 Recreation Service

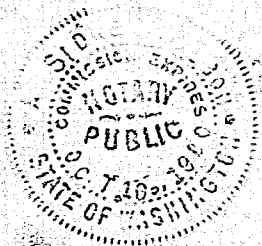
STATE OF WASHINGTON)  
 ) ss.  
 County of King )

On this 31<sup>st</sup> day of August, 1979, before me, the  
 subscriber, personally appeared MAURICE H. LUNDY, to me known and known  
 to me to be the Regional Director, Northwest Region, Heritage Conserva-  
 tion and Recreation Service, of the United States Department of the  
 Interior, a governmental agency of the United States of America, and  
 known to me to be the same person described in and who executed the  
 foregoing instrument as such Regional Director aforesaid, as the act  
 and deed of the United States of America, for and on behalf of the  
 Secretary of the Interior, duly designated, empowered, and authorized  
 so to do by said Secretary, and he acknowledged that he executed the  
 foregoing instrument for and on behalf of the United States of America  
 for the purposes and uses therein described.

A. Sydney Mallon  
 Notary Public in and for the  
 State of Washington

Residing at:

Wenatchee



22375

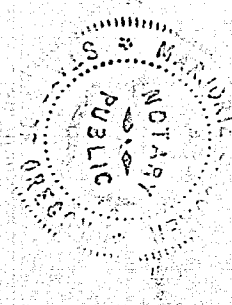
Pursuant to the authority of a certification dated March 7, 1979, the foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

City of Klamath Falls, a political  
subdivision of the State of  
Oregon

By George C. Flitcraft  
George C. Flitcraft,  
Mayor

STATE OF OREGON            )  
                                  ) ss.  
County of Klamath Falls)

On this 17<sup>th</sup> day of September, 1979, before me, the undersigned officer, personally appeared GEORGE C. FLITCRAFT, to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that he, George C. Flitcraft, is the Mayor of the City of Klamath Falls, a political subdivision of the State of Oregon, and that he signed his name thereto and acknowledged that he executed the foregoing instrument for and on behalf of the City of Klamath Falls, a political subdivision of the State of Oregon, for the purposes and uses therein described.



Marion S. Comer  
Notary public in and for the  
State of Oregon

Residing at:

1764 Eldorado Ave, Klamath Falls, OR



## LEGAL DESCRIPTION

## Parcel 1.

A tract of real property situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  and the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 15 and in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$  and the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 14 all in Township 38 South, Range 9 East of the Willamette Base and Meridian, Klamath County, Oregon, and being more particularly described as follows;

Beginning at the section corner common to Sections 14, 15, 22 & 23, Township 38 South, Range 9 East of the Willamette Base and Meridian; thence N. 0°38'06" W. along the boundary common to aforesaid Sections 14 and 15, a distance of 792.02 feet; thence N. 42°22' W., 256.73 feet; thence N. 28°40'30"W., 207.87 feet; thence N. 61°15'W., 237.60 feet; thence N. 34°35'30"E. 615.18 feet; thence N. 47°51'17"E., 130.78 feet; thence S. 46°36'44" E., 2097.90 feet; thence S. 0°48'40" E., a distance of 411.75 feet to the South boundary of aforesaid Section 14; thence S. 89°14'34" W. along said boundary, a distance of 1486.99 feet, more or less, to the point of beginning, containing 14.464 acres, more or less.

## Parcel 2.

The right and privilege of constructing, using and maintaining a roadway for ingress and egress to Parcel 1 described above, on and across a part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 15, Township 38 South, Range 9 East of the Willamette Base and Meridian, Klamath County, Oregon, said roadway not to exceed 40.0 feet in width, lying 20.0 feet on each side of the following described centerline.

Beginning at the southeast corner of Section 15, Township 38 South, Range 9 East of the Willamette Base and Meridian; thence N. 89°57'09"W. along the south boundary of said Section 15 a distance of 1552.84 feet to the centerline of the Old Fort Road as now located and constructed, thence following the aforesaid centerline northward on the following courses: (1) along the arc of a 7.007° curve to the right a distance of 428.15 feet; (2) along the arc of a 3.997° curve to the left a distance of 353.98 feet; (3) N. 21°35'E. 210.76 feet;

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(4) along the arc of a 10.00° curve to the left a distance of 397.83 feet; and N. 18°12'W. a distance of 485.01 feet to the centerline of an existing road intersection from the northeast, and being the true point of beginning of this description; thence leaving the Old Fort Road and following the centerline of said intersecting road on the following courses; (1) along the arc of a 41.00° curve to the right a distance of 97.15 feet; (2) N. 21°38'E. 517.04 feet; (3) along the arc of a 29.00° curve to the right a distance of 440.59 feet; (4) S.30°36'E. 106.86 feet; (5) along the arc of a 13.00° curve to the left a distance of 406.28 feet; (6) S.83°25'E. 82.39 feet and (7) along the arc of a 30.00° curve to the right a distance of 393.39 feet, more or less to the boundary of Parcel No. 1 aforesaid.

AFTER RECORDING, RETURN TO CITY OF KLAMATH  
FALLS, P. O. BOX 237, KLAMATH FALLS, OR 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of City of Klamath Falls,

this 20th day of September A. D. 19 79 at 9:22 clock A.M., and

fully recorded in Vol. 479, of Deeds on Page 22370

Wm D. MILNE, County Clerk

By Bernard H. Hetsch

Fee \$28.00