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10-D-OR-434J

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QUITCLAIM DEED

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Pacific Northwest Acting Regional Director, National Park 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, Klamath County, 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 existing easements for public roads and highways, public utilities, railroads, and pipelines, and to other easements and encumbrances of record, all Grantor's right, title, and interest in and to that certain parcel of real property, consisting of approximately 31.05 acres of land known as a portion of Kingsley Field, 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 June 3, 1986, submitted by the Grantee and accepted by the Grantor on July 19, 1986, 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. 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.

6. The Grantee shall consult with the Oregon State Historic Preservation Officer pursuant to the "Procedures for the Protection of Historic and Cultural Properties" (36 C.F.R. Part 800) with regard to the proposed use and development of the property transferred by this conveyance to assure that any historic structures, archeological sites, or other cultural resources are not inadvertently compromised, lost, or destroyed and the grantor will comply with the "Procedures for the Protection of Historic and Cultural Properties" (36 C.F.R. Part 800) before giving written concurrence of any amendments to the program of utilization and plan contained in the application.

7. By acceptance of this deed, the Grantee acknowledges that some of the structures being transferred are known to have asbestos within them. The Grantee covenants that it will comply with all national, state, and local laws and regulations which apply to use, removal, handling and disposal of asbestos.

8. The Grantee agrees that during the useful life of the chapel and multi-purpose room, the structure shall be used for the religious and public service purposes outlined in the city's application as amended and supplemented by Department of Air Force, Chief of Chaplains' letter dated January 29, 1987.

9. By acceptance of this deed, the Grantee herein named covenants for itself, its heirs, and assigns and every successor in interest to the property herein described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

10. 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.

11. 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.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 18 day of February, 1981.

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

By [Signature]
Acting Regional Director
Pacific Northwest Region
National Park Service

STATE OF WASHINGTON)
County of King) ss.

On this 18th day of February, 1981, before me, the subscriber, personally appeared RONALD E. SARFF, to me known and known to me to be the Acting Regional Director, Pacific Northwest Region, National Park 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 Acting 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.



Alice Marie Smith
Notary Public in and for the
State of Washington

Residing at:

Leavenworth, WA - Lyman County

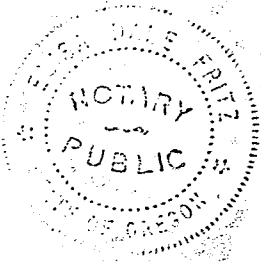
Pursuant to the authority of Resolution Number 3087, dated May 5, 1986, the foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

City of Klamath Falls,
Klamath County,
State of Oregon

By *George C. Flitcraft*
George C. Flitcraft, Mayor

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

On this 26th day of February, 1987, 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, for the purposes and uses therein described.



Edisa Dale Fritz
Notary Public in and for the State
of Oregon

Residing at:

KLAMATH FALLS, OREGON

After recorded, please return to:
Klamath Falls City Recorder 6
P. O. Box 237
Klamath Falls, OR 97601

EXHIBIT "A"

3989

LEGAL DESCRIPTION
PORTION KINGSLEY FIELD
KLAMATH COUNTY, OREGON

Two parcels of land located in Section 22, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon more particularly described as follows:

Commencing at the north quarter corner of Section 22, Township 39 South, Range 9 East, Willamette Meridian, thence leaving said north quarter corner, south $0^{\circ}21'$ west a distance of 1,341.85 feet to the centerline of the county road known as the Joe Wright Road; thence continuing south $0^{\circ}21'$ west, a distance of 562.0 feet to a point; thence north $89^{\circ}03'$ west a distance of 154.6 feet to the TRUE POINT OF BEGINNING; thence leaving said point of beginning south $0^{\circ}21'$ west a distance of 236.47 feet to POINT "A"; thence continuing south $0^{\circ}21'$ west a distance of 1,246.93 feet to a point; thence south $88^{\circ}40'$; east a distance of 554.6 feet to a point; thence south $0^{\circ}21'$ west a distance of 642.9 feet to a point; thence north $88^{\circ}59'$ west a distance of 434.00 feet to a point; thence north $33^{\circ}17'$ west a distance of 2,520.5 feet to a point; thence north $33^{\circ}17'$ west $56^{\circ}43'$ east a distance of 100.0 feet to a point; thence north $33^{\circ}17'$ west a distance of 630.50 feet to a point; thence south $89^{\circ}03'$ east a distance of 1,328.56 feet to a point; thence south $0^{\circ}21'$ west a distance of 532.0 feet to a point; thence south $89^{\circ}03'$ east a distance of 213.00 feet to the TRUE POINT OF BEGINNING

EXCEPTING THEREFROM the following parcel:

BEGINNING at POINT "A" described above; thence south $0^{\circ}21'$ west a distance of 1,246.93 feet to a point; thence south $88^{\circ}40'$ east a distance of 554.6 feet to a point; thence south $0^{\circ}21'$ west a distance of 642.9 feet; thence north $88^{\circ}59'$ west a distance of 434.00 feet; thence north $33^{\circ}17'$ west a distance of 1,562.33 feet; thence south $89^{\circ}43'13''$ east a distance 138.08 feet to the beginning of a non-tangent curve to the right having a radius of 42.06 feet and the radius point of said curve which bears south $44^{\circ}28'41''$ east; thence along said curve an arc distance of 65.71 feet; thence on a non-tangent line south $89^{\circ}43'13''$ east a distance of 247.56 feet; thence north $0^{\circ}14'55''$ east a distance of 312.47 feet; thence south $89^{\circ}59'45''$ west a distance of 166.81 feet; thence north $0^{\circ}23'43''$ west a distance of 279.83 feet; thence south $89^{\circ}51'31''$ east a distance of 470.94 feet, more or less, to POINT "A" and the POINT OF BEGINNING.

AND

All that portion of the southeast quarter northwest quarter of Section 22, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, described as follows:

Commencing at the north quarter corner of said Section 22, thence, leaving said north quarter corner, south 0°21' west a distance of 1,341.85 feet to the centerline of the county road known as the Joe Wright Road; thence continuing south 0°21' west a distance of 30 feet to the southerly right-of-way boundary line of said county road; thence along said southerly right-of-way boundary line, north 89°03' west a distance of 154.6 feet to the true point of beginning; thence leaving said southerly boundary line south 0°21' west, a distance of 532 feet to a point; thence north 89°03' west a distance of 213 feet to a point, thence north 0°21' east a distance of 532 feet to said southerly right-of-way boundary line; thence along said southerly right-of-way boundary line south 89°03' east a distance of 213 feet to the true point of beginning.

EXCEPTING THEREFROM all water, sewer, gas and electrical lines now located across, beneath and over the above described property.

RESERVING TO the United States of America, and its assigns, a perpetual easement, for the purpose of constructing, operating, maintaining and replacing the existing water, sewer, gas and electrical lines across, beneath and over the above described property.

SUBJECT TO existing easements for public roads and highways, public utilities, railroad and pipelines, and to other easements and encumbrances of record.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of City of Klamath Falls, the 12th day
of March A.D., 19 87 at 11:37 o'clock A M., and duly recorded in Vol. M87,
of Deeds on Page 3983.

FEE \$38.00

Evelyn Biehn, County Clerk
By *Sam Smith*

AFTER RECORDING