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QUITCLAIM DEED

STATE OF OREGON)
)
COUNTY OF KLAMATH)

1. THIS INDENTURE between the UNITED STATES OF AMERICA, also referred to as the Government, acting by and through the Administrator of General Services, under and pursuant to the powers and authority of Article 4, Section 3, Clause 2 of the Constitution of the United States, and the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377), as amended, and the Surplus Property Act of 1944 (58 Stat. 765), as amended, and regulations and orders promulgated thereunder, party of the first part, as grantor, and the CITY OF KLAMATH FALLS, a municipal Corporation, party of the second part as grantee.

2. WITNESSETH, that the said grantor, for and in consideration of the assumption by the grantee of all the obligations and its taking subject to certain reservations, restrictions and conditions and its covenant to abide by, and its agreement to, certain other reservations, restrictions and conditions, all as set out hereinafter, has remised, released and forever quitclaimed and by these presents does remise, release and forever quitclaim to the grantee, its successors and assigns, without warranty, express or implied, under and subject to the reservations, restrictions, conditions and exceptions, all as hereinafter expressed and set out, all right, title, interest, claim and demand which the grantor has in and to that certain property situate, lying and being in the County of Klamath in the State of Oregon, formerly known as portion of Kingsley Field, and described in detail in Attachment "A" hereof, for the use stated therein.

3. WHEREAS, all the property hereby conveyed has heretofore been declared surplus to the needs of the UNITED STATES OF AMERICA, is presently under the jurisdiction of the General Services Administration, is available for disposal and its disposal has been heretofore authorized by the Administrator of General Services, acting pursuant to the above referred to laws, regulations and orders.

4. TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest or claim whatsoever of the grantor, either in law or in equity and subject to the reservations, restrictions and conditions set forth in this instrument, to the only proper use, benefit and behalf of the grantee, its successors and assigns forever.

5. NOW THEREFORE, by the acceptance of this Deed or any rights hereunder, the grantee, for itself, its successors and assigns, agrees that the transfer of all the property transferred by this instrument, is accepted subject to the following restrictions set forth in subparagraph (a) and (b) of this paragraph, which shall run with the land:

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(a) That, except as provided in subparagraph (A) of numbered paragraph 6, the property transferred by this instrument shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of the term "exclusive right" as used in subparagraph (C) of the numbered paragraph 6. As used in this instrument, the term "airport" shall be deemed to include all land, buildings, structures, improvements and equipment used for public airport purposes.

(b) That, except as provided in subparagraph (A) of the numbered paragraph 6, the entire landing area, as defined in Section 101 of the Federal Aviation Act of 1958, as amended, and Federal Aviation Regulations pertaining thereto, and all structures, improvements, facilities and equipment in which this instrument transfers any interest shall be maintained for the use and benefit of the public at all times in safe and serviceable condition, to assure its efficient operation and use, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the useful life thereof, as determined by the Administrator of the Federal Aviation Administration (FAA) or his successor in function. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above land which have outlived their use as airport property in the opinion of the Administrator of the FAA or his successor in function.

6. FURTHER, by the acceptance of this Deed or any rights hereunder, the grantee for itself, its successors and assigns, also assumes the obligation of, covenants to abide by and agree to, and this transfer is made subject to the following reservations and restrictions set forth in subparagraphs (A) to (D), inclusive, of this paragraph, which shall run with the land: Provided, that the property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the grantee by the provisions of this instrument.

A. That no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the grantee for other than the airport purposes without the written consent of the Administrator of the FAA. The term "property" as used herein is deemed to include revenues or proceeds derived therefrom.

B. Property transferred for the development, improvement, operation or maintenance of airport shall be used and maintained for the use and benefit of the public on fair and reasonable terms, without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect) the grantee specifically agrees: (1) that it will keep the airport open to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds and classes; Provided, that the grantee may establish such fair, equal, and not unjustly discriminatory

conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport; and, provided further, that the grantee may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public; (2) That in its operation and the operation of facilities on the airport neither it nor any person or organization occupying space or facilities thereupon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the airport; (3) That in any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the grantee will insert and enforce provisions requiring the contractor: (a) to furnish said service on a fair, equal and not unjustly discriminatory basis to all users thereof, and (b) to charge fair, reasonable and not unjustly discriminatory prices for each unit for service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reduction to volume purchasers; (4) That the grantee will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform; and (5) That in the event the grantee itself exercises any of the rights and privileges referred to in subsection (3) above, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the grantee under the provisions of such subsection (3) of this paragraph 7B.

C. The Grantee will not grant or permit any exclusive right for the use of the airport at which the property described herein is located which is forbidden by Section 308 of the Federal Aviation Act of 1958, as amended, by any person or persons to the exclusion of others in the same class and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the grantee specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right to conduct any aeronautical activity on the airport including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales, and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity. The grantee further agrees that it will terminate as soon as possible and no later than the earliest renewal, cancellation, or expiration date applicable thereto, any exclusive right existing at any airport owned or controlled by the grantee or hereafter acquired and that, thereafter, no such right shall be granted. However, nothing contained herein shall be construed to prohibit the granting or exercise of or exclusive right for the furnishing of nonaviation products and supplies or any services of a nonaeronautical nature or to obligate the grantee to furnish any particular nonaeronautical service at the airport.

D. The grantee shall, insofar as it is within its powers and to the extent reasonable, adequately clear and protect the aerial approach to the airport. The grantee will, either by the acquisition and retention of easements or other interests in or rights for the use of land, air space, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations, as applicable, according to the currently approved airport layout plan. In addition, the grantee will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the grantee has acquired, or may hereafter acquire, property interest permitting it to so control the use made of the surface of the land. Insofar as is within its power and to the extent reasonable the grantee will take action to restrict the use of the land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

E. The grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Administrator of the FAA, the airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the airport other than facilities owned or controlled by the United States and will not permit any activity thereon which would interfere with its use for airport purposes: Provided, that nothing contained herein shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the grantee.

F. That the grantee will make available all facilities of the airport at which the property described herein is located or developed with Federal aid and all those usable for the landing and taking off of aircraft to the United States at all times, without charge, for use by aircraft of any agency of the United States in common with other aircraft, except that if the use by aircraft of any agency of the United States in common with other aircraft, is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged; and unless otherwise determined by the FAA, or otherwise agreed to by the grantee and the using Federal agency, substantial use of an airport by United States aircraft will be considered to exist when operations of such aircraft are excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft or during any calendar month that: (1) either five (5) or more aircraft of any agency of the United States are regularly based at the airport or on land adjacent thereto; or (2) the total number of movements (counting each landing as a movement and each take-off as a movement) of aircraft of any agency of the United States is 300 or more; or (3) the gross accumulative weight of aircraft of any agency of the United States using the airport (the total movements of such Federal aircraft multiplied by gross certified weights thereof) is in excess of five million pounds.

G. That during any national emergency declared by the President of the UNITED STATES OF AMERICA or the Congress thereof, including any existing national emergency, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession without charge, of the airport, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession: Provided, further, that the Government shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively, of any improvement to the airport made without United States aid and never owned by the United States.

H. The grantee does hereby release the Government, and will take whatever action may be required by the Administrator of the FAA to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damage under any lease or other agreement covering the use by the Government of the airport, or part thereof, owned, controlled or operated by the grantee, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was located or used.

I. That whenever so requested by the FAA, grantee will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for air traffic control activities, or weather reporting activities, or communication activities related to air traffic control, such areas of the property described herein or rights in buildings on the airport at which the property described herein is located, as the FAA may consider necessary or desirable for construction at Federal expense of space for facilities for such purposes, and the grantee will make available such areas of any portion thereof for the purposes provided herein within 4 months after receipt of written request from the FAA, if such are or will be available.

J. The grantee will: (1) furnish the FAA with annual or special airport financial and operational reports as may be reasonable requested using either forms furnished by the FAA or in such manner as it elects so long as the essential data are furnished; and (2) upon reasonable request of the FAA; make available for inspection by and duly authorized representative of the FAA the airport, at which the property described herein is located, and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations, and other instruments and will furnish to the FAA a true copy of any such document which may be reasonable requested.

K. And, that the grantee will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the covenants and conditions set forth herein unless by such transaction the obligation to perform or comply with all such covenants and conditions is assumed by another public agency found by the

FAA to be eligible as a public agency as defined in the Airport and Airway Development Act of 1970, to assume such obligation and have the power, authority, and financial resources to carry out all such obligations and, if an arrangement is made for management or operation of the airport by any agency or person other than the party of the second part, it will reserve sufficient rights and authority to insure that such airport will be operated and maintained in accordance with these covenants and conditions, any applicable Federal statute, and the Federal Aviation Regulations.

L. And, that the grantee will keep up to date at all times an airport layout map of the airport at which the property described herein is located showing (a) the boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the grantee for airport purposes and proposed additions thereto; (b) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extension and reductions of existing airport facilities; (c) the location of all existing and proposed nonaviation areas and of all existing improvements thereon and uses made thereof and such airport layout map and each amendment, revision or modification thereof shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout map, and the grantee will not make or permit the making of any changes or alterations in the airport or any of its facilities other than in conformity with the airport layout map as so approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the airport.

M. And, that if at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the airport property, described herein, the existence of which creates an undue risk of interference with the operation of the airport or the performance of compliance with covenants and conditions set forth herein, the grantee will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

N. That in the event that any of the aforesaid terms, conditions, reservations, or restrictions are not met, observed, or complied with by the grantee or any subsequent transferee, whether caused by the legal inability of said grantee or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this instrument to the grantee, or any portion thereof, shall at the option of the grantor revert to the grantor in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator of the FAA or his successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any as shall have previously reverted, shall remain vested in the grantee, its transferees, successors and assigns.

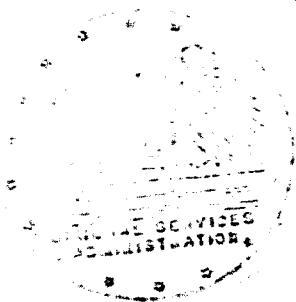
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0. That if the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservation or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, interest, right of possession, and all other rights transferred to the grantee, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto and the grantee, by its acceptance of this Quitclaim Deed, acknowledges its understanding of the agreement, and agrees that, 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 DOT as in effect on the date of this Deed (49 CFR Part 21) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended; (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; (5) the grantee, its successors and assigns, will: (a) obtain from any 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; (b) furnish the original of such agreement to the Administrator of the FAA, or his successor, upon his request therefore, 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.

10618

IN WITNESS WHEREOF, Grantor has caused this instrument to be effective
as of May 11, 1987.



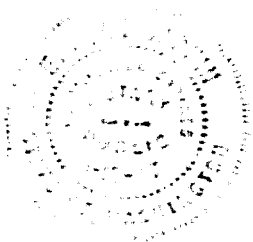
UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

BY Kenneth E. Lindebak
Chief, Real Estate Sales Office Auburn

STATE OF WASHINGTON)
COUNTY OF KING }

On this 11th day of May, 1987, before the undersigned, a Notary Public in and for the State of Washington, personally appeared KENNETH E. LINDEBAK, to me known to be the Chief, Real Estate Sales Office Auburn, General Services Administration, Region 10, and to me known to be the individual described in and who executed the foregoing instrument and who under oath stated that he was duly authorized, empowered, and delegated by the Administrator of General Services to execute the said instrument and acknowledged the foregoing instrument to be his free and voluntary act and deed, acting for and on behalf of the Administrator of General Services, acting for and on behalf of the United States of America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.



E. Jean Carlin
Notary Public in and for the State of
Washington, residing in Auburn

After Recorded Return To:
City Recorder
P. O. Box 237
Klamath Falls, OR 97601

EXHIBIT A

10619

A parcel 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 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 562.0 feet; thence north 89°03' west a distance of 154.6 feet; thence south 0°21' west a distance of 236.47 feet to POINT "A"; thence continuing south 0°21' west a distance of 1,246.93 feet; thence south 88°40' east a distance of 554.6 feet; thence south 0°21' west a distance of 642.9 feet; thence north 88°59' west a distance of 19.03 feet to the POINT OF BEGINNING; thence north 0°11'05" east a distance of 152.14 feet; thence north 89°48'55" west a distance of 511.52 feet to the northeasterly right-of-way line of the Southern Pacific Railroad; thence south 33°17' east along said right-of-way a distance of 175.15 feet; thence departing said right-of-way south 88°59'00" east a distance 414.97 feet to the POINT OF BEGINNING, containing an area of 1.58 acres, more or less.

TOGETHER WITH improvements located thereon.

RESERVING TO the United States, and its assigns, all coal, oil, gas, geothermal steam and associated geothermal resources, and other minerals on said property, together with the right to prospect for and remove the same under applicable laws, rules, and regulations prescribed by the Secretary of the Interior.

AND

The following described Air Force improvements that are sited on City of Klamath Falls land located at the Klamath Falls Municipal Airport:

Building # 98	Traffic Check House
Building #121	Exchange Sales Store
Building #123	Dispensary
Building #124	Medical Warehouse
Building #132	Security Building
Building #134	Recreation Center
Building #301	Cold Storage Building
Building #550	Electrical Power Station Building
Building #552	REP. WEA. OBS-STA
Building #554	Electrical Power Station Building
#3336	Septic Tank
#4071	Turntable
#4076	RADCON Center
#4087	Water Storage Tank

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of City of Klamath Falls
of June A.D., 19 87 at 9:21 o'clock A M., and duly recorded in Vol. M87
of Deeds on Page 10611

FEE \$42.00

By Evelyn Biehn, County Clerk

[Signature]