

97 AUG 15 4 240

QUITCLAIM DEED

9-D-OR-4341

The UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in applicable provisions of the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended, and regulations and orders promulgated thereunder (hereinafter referred to as "Grantor"), for a monetary consideration of One Dollar (\$1), and other valuable consideration, does hereby convey and quitclaim to Klamath County, a municipal corporation of the State of Oregon, 409 Pine Street, Suite 300, Klamath Falls, Oregon 97601-6391, (hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's right, title and interest in and to the following described property (hereinafter referred to as "Property") situated in Klamath County, State of Oregon.

Tract 400: A tract of land lying in the southwest quarter of Section 34, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said tract being more particularly described as follows:

Commencing at the southwest corner of said Section 34, which corner is a point on the center line of a county road; thence North $89^{\circ} 54' 58.3''$ East, 467 feet along the center line of the county road; thence North $0^{\circ} 10' 54.6''$ West, 30 feet to a point on the north right-of-way line of the county road, and the TRUE POINT OF BEGINNING; thence continuing North $0^{\circ} 10' 54.6''$ West a distance of 2616.67 feet to a point on the E-W center line of Section 34, said point being stamped "A-130-2"; thence North $89^{\circ} 51' 19.6''$ East along the E-W center line of said section, to the southwest corner of the southeast quarter of the northwest quarter of Section 34; thence continuing North $89^{\circ} 51' 19.6''$ East along the E-W center line of the section, a distance of 154.45 feet to a point "A-130-3"; thence South $0^{\circ} 10' 33.7''$ East, a distance of 1044.81 feet to "A-130-4"; thence North $89^{\circ} 50' 07.0''$ East, 510.50 feet to "A-130-5"; thence South $0^{\circ} 11' 04.6''$ East, 1573.65 feet to "A-130-6", a point on the north right-of-way line of the county road; thence South $89^{\circ} 54' 58.3''$ West along the north right-of-way line of said county road, a distance of 1510.00 feet to "A-130-1", and the POINT OF BEGINNING.

Tract J: The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

The above described tracts include former U. S. Air Force military family housing (approximately 290 living units) that were constructed in the late 1950's in support of the former Kingsley Air Force Base. This housing facility is commonly known in the area as Falcon Heights and is located along Old Midland Road several miles south of the City of Klamath Falls. This conveyance involves General Services Administration (GSA) disposal Case No. 9-D-OR-4341.

RESERVING TO the United States of America a perpetual easement across Tract 400 and Tract J for the purpose of providing ingress and egress to Tract N, a 28.40 acre easement used for the operation and maintenance of four electric aircraft guidance beacons with necessary power and control wiring and appurtenances, a TV antenna pole and TV cable, Tract N being located northwest of Tract J, more particularly in the NW ¼ of the NW ¼ of Section 34, Township 39 S., Range 9 E., Willamette Meridian, and depicted on U. S. Army Corps of Engineers Drawing No. WW-RE-94, sheet 4 of 6 revised September 17, 1965.

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

SUBJECT TO the right of Klamath County, its successors, and assigns, to use the property for the benefit of the public, to allow flights for the passage of aircraft in the airspace above the surface of the real property, herein described, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on Klamath County Airport. The property is located within three nautical miles of the Klamath County Airport.

ENVIRONMENTAL COVENANT: The United States of America, in accordance with 42 USC 9620(h), hereby covenants and warrants to the Grantee that (1) all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the property has been taken before the date of this deed, and (2) any additional remedial action found to be necessary after the date of conveyance which is due to contamination that occurred prior to the date of conveyance will be conducted by the United States or its designee. The Grantee, its successors and assigns, covenant that the United States or its designee shall have access to the property herein described in any case in which a response action due to hazardous substances or corrective action is found to be necessary on the described property.

LEAD-BASED PAINT ABATEMENT COVENANT: The houses on this property were built prior to 1978, contain lead-based paint and as such are not suitable for human habitation. 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 residential habitation of a house will not be allowed unless abatement of lead-based paint in and on the house and in or upon the soil near the house is first completed in accordance with U. S. Department of Housing and Urban Development and State of Oregon requirements.

EXCESS PROFITS COVENANT:

This covenant shall run with the land for a period of 3 years from the date of conveyance and covers all subsequent owners within that 3 year period.

(a) With respect to the property described in this deed, if at any time within a 3 year period from the date of transfer of title by the Grantor, the Grantee, or its successors or assigns, shall sell or enter into agreement to sell the property, either in a single transaction or in a series of transactions it is covenanted and agreed that all proceeds received or to be received in excess of the Grantee's or a subsequent seller's actual allowable costs will be remitted to the Grantor.

(b) For purposes of this covenant, the Grantee's or a subsequent seller's allowable costs shall include the following:

- (1) The purchase price of the real property;
- (2) The direct costs actually incurred and paid for improvements which serve only the property, including road construction, storm and sanitary sewer construction, other public facilities or utility construction, building rehabilitation and demolition, landscaping, grading, and other site or public improvements;
- (3) The direct costs actually incurred and paid for design and engineering services with respect to the improvements described in (b)(2) of this section; and
- (4) The finance charges actually incurred and paid for in conjunction with loans obtained to meet any of the allowable costs enumerated above.

(c) None of the allowable costs described in paragraph (b) of this section will be deductible if defrayed by Federal grants or if used as matching funds to secure Federal grants.

(d) In order to verify compliance with the terms and conditions of this covenant, the Grantee, or its successors and assigns, shall submit an annual report for each of the subsequent 3 years to the Grantor on the anniversary date of this deed. Each report will identify property involved in this transaction and will contain such of the following items of information as are applicable at the time of submission:

- 1) A description of each portion of the property that has been resold;
- (2) The sale price of each such resold portion;
- (3) The identity of each purchaser;
- (4) The proposed land use; and
- (5) An enumeration of any allowable costs incurred and paid that would offset any realized profit.

If no resale has been made, the report shall so state.

(e) The Grantor may monitor the property and inspect records related thereto to ensure compliance with the terms and conditions of this covenant and may take any actions which it deems reasonable and prudent to recover any excess profits realized through the resale of the property.

ANTI-DISCRIMINATION COVENANT

The Grantee covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and its successors, and assigns shall not discriminate upon the basis or race, color, religion, age, sex, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest herein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

FAA CLAUSE


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.

TO HAVE AND TO HOLD the property together with all the privileges and appurtenances thereto belonging, unto, Grantee, its successors and assigns, forever.

The property was both duly determined to be surplus to the needs and requirements of the United States of America and assigned to the General Services Administration for disposal pursuant to authority contained in the Federal Property and Administrative Services Act, as amended, and applicable orders and regulations promulgated thereunder.

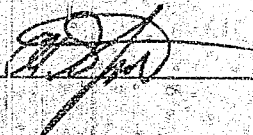
IN WITNESS WHEREOF, Grantor has caused this instrument to be effective as of August 13, 1997.

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

BY 
Director, Real Property Disposal
Office Auburn

ACCEPTANCE

Klamath County hereby accepts this deed and thereby accepts and agrees to all terms, covenants, and restrictions contained therein.


By 

STATE OF WASHINGTON

COUNTY OF KING

On this 8th day of August, 1997, before the undersigned, a Notary Public in and for the State of Washington, personally appeared KENNETH E. LINDEBAK, to me known to be the Director, Real Property Disposal Office Auburn, General Services Administration, 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.


Notary Public in and for the State of
Washington, residing in Enumclaw.
Commission Expires 4/9/01


STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of United States Of America the 15th day
of August A.D., 19 97 at 9:40 o'clock A. M., and duly recorded in Vol. M97
of Deeds on Page 26800

FEE

No Fee

Return: Nancy
Commissioners

By  Bernetha G. Leisch, County Clerk