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Vol M02 Page 17561

State of Oregon, County of Klamath
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Vol M02, Pg 17561-70
Linda Smith, County Clerk
Fee \$ 66.00 # of Pgs 10

QUITCLAIM DEED

STATE OF OREGON

COUNTY OF KLAMATH

9-GR-OR-728A

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, (63 Stat. 377, as amended, and the Surplus Property Act of 1944 (58 Stat. 765), as amended, and regulations 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. Until a change is requested, all tax statements shall be sent to the following address: City of Klamath Falls, 500 Klamath Avenue, Klamath Falls, Oregon 97601.

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 a portion of Kingsley Field, and described in detail in Exhibit "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 anyway 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 on 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 subparagraphs (a) through (g) of this paragraph, which shall run with the land:

(a) The purpose of this conveyance is to benefit the general public by assisting the grantee to provide the availability of public airport facilities. Since the former Kingsley Field became a public airport, the facility has not produced sufficient income to cover its cost of operation. It is intended that the grantee's development and management of the property being conveyed will produce additional income to defray airport operations costs. Such conveyances are authorized by 50 U.S.C. App. 1622(a)-(c). All net profits from the property must be deposited to the capital improvement fund or operations fund of the Klamath Falls International Airport.

(b) The property may be developed for nonaeronautical uses such as light industrial or commercial uses, in compliance with local zoning. The grantee will not utilize the property for airport aircraft operations such as landing, takeoff, runway or taxi way. This instrument will 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 party acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and to determine any limits on lawsuits against farming or forest practices as defined in Oregon Regulatory Statute 30.930.

(c) The Grantee will (1) furnish the Federal Aviation Administration with annual or special airport financial and operational reports as may be reasonably 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 property, at which the property described herein is located, and all airport records and documents affecting this property, 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 reasonably requested.

(d) And, that the grantee will keep up to date at all times a property site layout map of this property. It shall show the boundaries of the property and the location

of existing improvements and the nature and location of all proposed additional improvements.

(e) If the Klamath Falls International Airport is permanently closed then this property will revert to the UNITED STATES OF AMERICA. The General Services Administration has assigned disposal Case No. 9-GR-OR-728A to this property. The Grantee may transfer the property to another public agency found by the Federal Aviation Administration (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 carryout 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 applicable Federal statutes and Federal Aviation Regulations.

(f) 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.

(g) 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 restriction 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 classifications 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.

HAZARDOUS SUBSTANCE ACTIVITY: Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable

advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of the authorized occupants.

The Grantee expressly agrees to hold harmless the United States of America for any contamination that occurred on this property during the period that the Grantee previously held title to this property as allowed by park and recreation statutes, specifically from February 18, 1987 to March 21, 1997.

WETLANDS: Grantee covenants and agrees, on behalf of themselves, their successors and assigns, that in their use and occupancy of the Property, or any part thereof, they will comply with all Federal, state and local laws relating to wetlands.

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 of 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.

AIR NAVIGATION:

The Grantee expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on hereinafter described real property to a height of not more than 4,242 feet above mean sea level.

The grantee expressly agrees for itself, its successors and assigns to prevent any use of the hereinafter described real property which would interfere with landing or taking off of aircraft at the Klamath Falls International Airport or otherwise constitute an airport hazard. Such hazards include uses that create interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and other, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or

otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport. The grantor reserves the right to enter upon the land released hereunder and to remove the offending structure or object, and to cut the offending growth, all at the expense of the grantee, in the event the aforesaid covenant is breached.

Subject To the right of the City of Klamath Falls, its successors and assigns, for the use and benefit of the public a right-of-flight for the passage of aircraft in the airspace above the surface of the real property hereinafter 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 said airspace, and for use of said airspace for landing on, taking off from, or operating on the Klamath Falls International Airport.

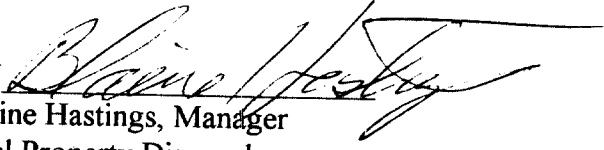
HAVE AND TO HOLD the property together with all the privileges and appurtenances thereto belonging, unto, Grantee, its successors and assigns, forever.

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.

Deed, portion of former Kingsley Field AFB

IN WITNESS WHEREOF, Grantor has caused this instrument to be effective as of
January 31, 2002.

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

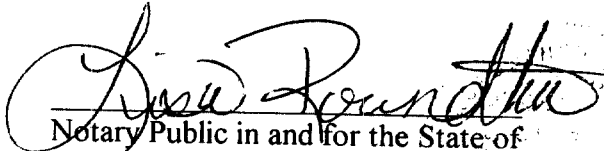
BY 
Blaine Hastings, Manager
Real Property Disposal
Field Office, Auburn

STATE OF WASHINGTON

COUNTY OF KING

On this 31st day of January, 2002, before the undersigned, a Notary Public in and for the State of Washington, personally appeared Blaine Hastings, to me known as the Manager, 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

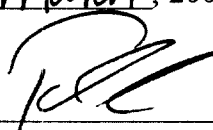
Commission Expires 4/9/05

Deed, portion of former Kingsley Field AFB

ACCEPTANCE

The CITY OF KLAMATH FALLS does hereby accept this Quitclaim Deed and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 5th day of March, 2002

BY 

Todd Kellstrom
Title: Mayor

Attest 

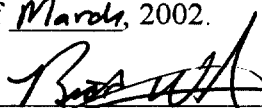
Elisab Olson

Title: City Recorder

CERTIFICATION OF GRANTEE'S ATTORNEY

I, Rick Whitlock, acting as attorney for the City of Klamath Falls herein referred to as the "grantee," do hereby certify: that I have examined the foregoing Quitclaim Deed and the proceedings taken by the grantee relating thereto, and find that the acceptance thereof by the grantee has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Oregon, and further that, in my opinion, the Quitclaim Deed constitutes a legal and binding compliance obligation of the grantee in accordance with the terms thereof.

Dated at Klamath Falls, Oregon this 5th day of March, 2002.

/s/ 

Title: City Attorney

After recording, return to:
City Recorder
City of Klamath Falls
P.O. Box 237
Klamath Falls, OR 97601

pt:

Former portion, Kingsley Field AFB

LEGAL DESCRIPTION

Parcel 1 of Land Partition 7-01, filed for record on November 14, 2001, located in Section 22, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon. The following legal description resulted from a replat of Parcel 3 of prior Land Partition 27-98 that was filed for record on December 14, 1998.

Presently known to be Klamath County Tax Lot R-3909-02200-00104-000

Metes and Bounds Description:

Said Land Partition situated in the SW1/4 NW1/4, and the SE1/4 NW1/4 of Section 22, T39S, R9EWM, Klamath County, Oregon. Being more particularly described as follows:

Beginning at the initial point on the southerly right of way line of Joe Wright Road at its intersection with the easterly right of way line of the Union Pacific Railroad, being the initial point of "Land Partition 27-98", as marked by a 5/8" iron pin, from which the southeast corner of parcel 1 of "Land Partition 32-95" bears N45°10'02"E 84.30 feet; thence along the boundary of Parcel 3 of "Land Partition 27-98", S89°27'28"E 1400.71 feet, S00°32'32"W 205.78 feet, S89°53'15"E 141.82 feet, S00°06'45"W 567.55 feet, S89°54'14"W 470.94 feet, S00°37'45"E 259.78 feet, S89°48'30"W 40.00 feet, N00°37'45"W 305.76 feet, along the arc of a curve to the right (radius point bears N17°00'46"E 450.00 feet and central angle equals 23°40'21") 185.92 feet, along the arc of a curve to the left (radius equals 19.00 feet and central angle equals 84°00'11") 27.86 feet, S46°40'55"W 131.23 feet, along the arc of a curve to the left (radius equals 245.00 feet and central angle equals 77°55'08") 333.19 feet, S89°48'30"W 129.02 feet, N33°31'15"W

Former portion, Kingsley Field AFB
Legal Description (continued)

561.02 feet, N56°28'45"E 100.00 feet, N33°31'15"W 631.09 feet, to the point of beginning.

RESERVING TO the United States of America a road easement for ingress and egress between Airport Way and Parcel 1 of Partition 27-98 where the Oregon Air National Guard intends to construct a joint use Reserve Center. The easement corridor is depicted on the drawing of Land Partition 27-98, Sheet 2.

RESERVING TO the United States of America a perpetual easement for ingress and egress across Reber Avenue between Airport Way and Parcel 1 of Partition 27-98, as depicted on the drawing of the Partition, Sheet 2.

RESERVING TO the United States of America, 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.

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