

June 29, 2004

Misc. Contracts and Agreements
No. 21,483**COOPERATIVE IMPROVEMENT AGREEMENT**
Chiloquin Mill SiteState of Oregon, County of Klamath
Recorded 09/16/04 10:00 a m
Vol M04 Pg 61817-21
Linda Smith, County Clerk
Fee \$ 4/00 # of Pgs 5

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT;" and KLAMATH COUNTY, acting by and through its elected officials, hereinafter referred to as "County."

RECITALS

1. Chiloquin Mill Site is owned by County and under the jurisdiction and control of County.
2. ODOT is working on the Spring Creek Hill to North Shady Pine Road Project located on US Highway 97 from milepoint 240.00 to 267.20 to address alignment issues, guardrail upgrades, shoulder widening, and rockfall areas.
3. By the authority granted in ORS 190.110, 366.572 and 366.576, ODOT may enter into cooperative agreements with the counties, cities, and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT:

1. ODOT and COUNTY agree to allow ODOT to use the abandoned Chiloquin Mill Site as a disposal site for approximately 50,000 cubic yards of dirt and rock material. One stockpile will consist of 90% material predominantly less than 20 inches in diameter and a maximum of 10% material greater than 20 inches to a maximum size of 36 inches. A separate stockpile will consist of 200 cubic yards of material between 36 and 48 inches in diameter, generated from the Spring Creek Hill to North Shady Pine Road highway project, the use of the disposal site hereinafter referred to as "Project". The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

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ODOT
Regist. of W. Sec.
355 Capital St. NE Rm. 420, Salem OR 97301

2. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the ODOT construction projects that are generating the disposal material.

COUNTY OBLIGATIONS

1. County grants authority to ODOT to enter upon the mill site located on County property for the purpose of disposing approximately 50,000 cubic yards of dirt and rock material.
2. County agrees to be solely responsible for any hazardous materials issues that arise associated with the disposed of material.
3. County agrees to sort and place the disposed material in its final location after ODOT has placed all material on the site. County further agrees to follow current environmental regulations when placing the material in its final location.
4. County agrees to be solely responsible for the repair of any street damage caused by ODOT trucks hauling the material to the site.
5. County accepts full environmental accountability for any subsequent use they make of the disposed of material.

ODOT OBLIGATIONS

1. ODOT will be responsible for stockpiling the material from the Spring Creek Hill to North Shady Pine Road highway project above the 100-year floodplain on the mill site.
2. ODOT's Project Manager for this Project is Brad Grimm, 2557 Altamont Drive, Klamath Falls OR 97603 (541-883-1003).

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both parties.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

3. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The work on this project is being performed as part of the Spring Creek Hill to North Shady Pine Road highway project, Key no. 13267. The Oregon Transportation Commission approved this project as a part of the 2004-2007 Statewide Transportation Improvement Program, Page 228.

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

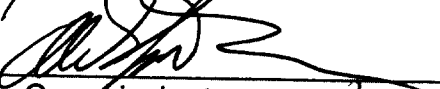
SIGNATURE PAGE TO FOLLOW

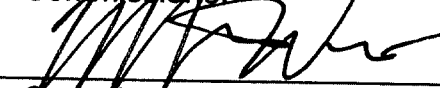
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On September 6, 2002, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director grants authority to the Region Managers for their respective Region, to approve and execute agreements up to \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

**KLAMATH COUNTY, by and through
its elected officials**

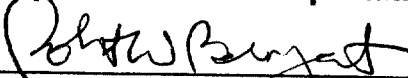
By 
Chairman

By 
Commissioner

By 
Commissioner

Date July 27, 2004

**STATE OF OREGON, by and through
its Department of Transportation**


By 
Region 4 Manager

Date 8-13-04

APPROVAL RECOMMENDED

By 
Region 4 Environmental Coord.

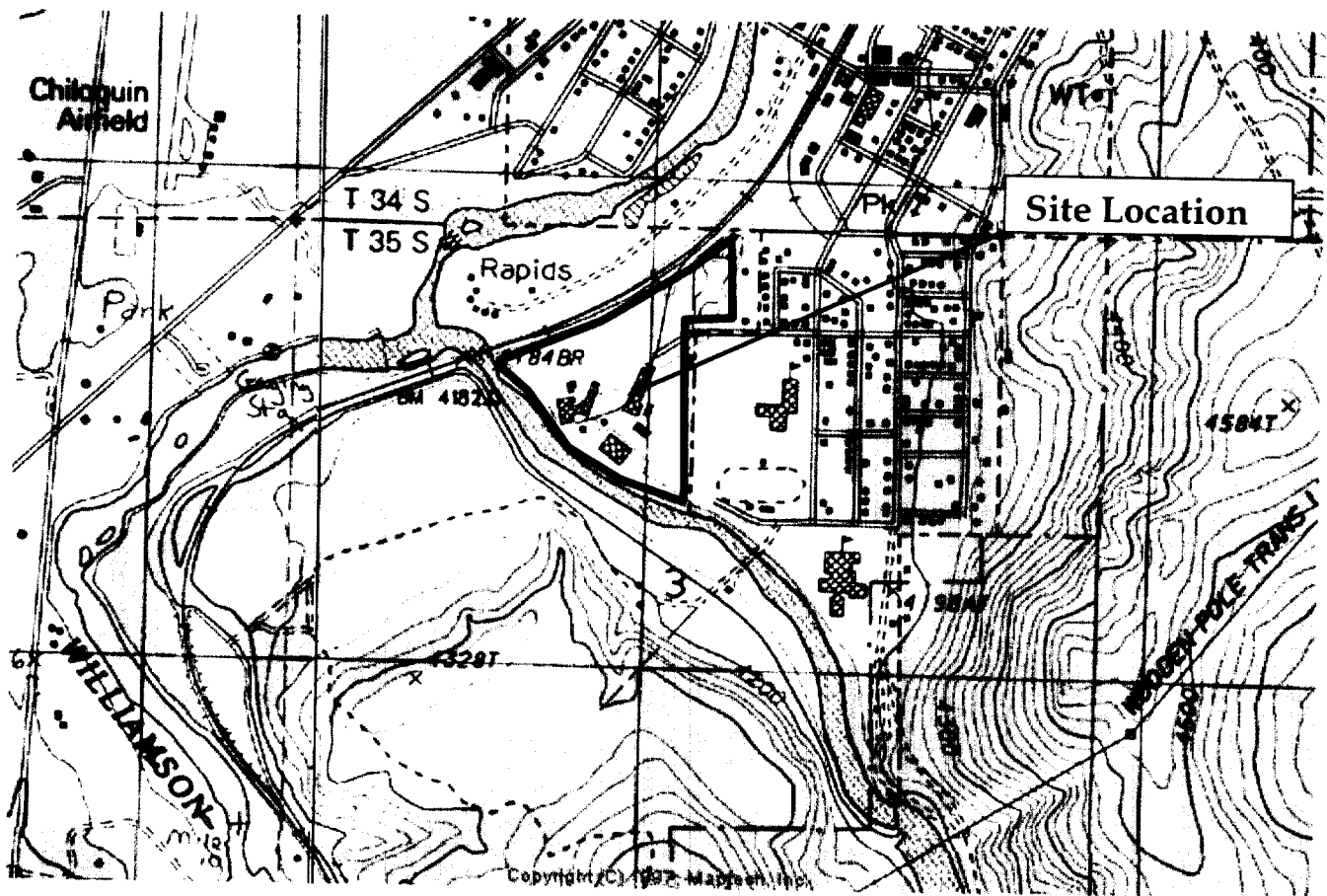
Date 8/3/04

By 
Region 4 HazMat Coordinator

Date 08/03/04

EXHIBITA
The Chiloquin Mill Site Restoration Project

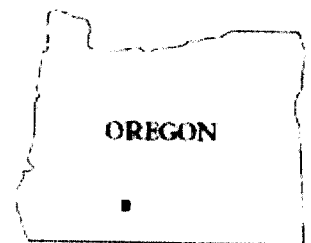
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REFERENCE

USGS 7.5 Topographical Maps
Chiloquin, Oregon, 1988

SCALE 1 inch = 2,000 feet



Quadrangle Location