

2008-007979

Klamath County, Oregon



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06/02/2008 11:23:38 AM

Fee: \$41.00

Returned to Counter

Mail original deed to:  
Airport Director  
Klamath Falls International Airport  
6775 Arnold Avenue  
Klamath Falls, OR 97603

### QUITCLAIM DEED

**THIS INDENTURE**, made this 1st day of May, 2008 between the **UNITED STATES OF AMERICA**, acting by and through the Administrator of General Services ("**GRANTOR**"), under authority contained in the Federal Property and Administrative Services the Act of 1949 (40 U.S.C. §101 et seq.), as amended, and pursuant to the provisions of section 13(g) of the Surplus Property Act of 1944 (49 U.S.C. 47151), and the City of Klamath Falls, a municipal corporation, 500 Klamath Avenue, Klamath Falls, Oregon 97601 ("**GRANTEE**").

**GRANTOR** without monetary consideration, but for and in consideration of the use and maintenance of the property herein described for airport use, and for no other purpose, hereby remises, releases and quitclaims unto the **GRANTEE**, and to its successors and assigns, all of **GRANTOR's** right, title and interest in and to that certain real property formerly owned by the United States, and commonly known as the Klamath Falls International Airport (gas station site). All that certain parcel of land located in the City of Klamath Falls, County of Klamath, State of Oregon, and more particularly described as:

Parcel 2 of Land Partition 7-01 on file in Klamath County Clerk's Office, Klamath County, Oregon, and containing approximately 0.66 acres.

This parcel is surrounded by property presently owned by the Grantee. The Grantee intends to use this site as a portion of planned airport upgrades.

TO HAVE AND TO HOLD the property together with all the privileges and appurtenances thereto belonging unto **Grantees**, their 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.

This action involves General Services Administration Disposal Case No. 9-G-OR-728D.

**RESERVING TO** the United States of America a right of access to, and entrance upon, the above described property in order to determine compliance with the terms of this conveyance.

**SUBJECT TO** all covenants, conditions, restrictions, easements, rights-of-way, reservations and encumbrances, whether or not of record, and any facts which a physical inspection or accurate survey of the property may disclose.

**GRANTEE** by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that the Property is transferred on an "as is, where is" basis, without warranty of any kind, either expressed or implied, including as to the condition of the Property. The **GRANTEE** also covenants and agrees for itself, its successors and assigns, that the **GRANTOR** has no obligation to provide any additions, improvements, or alterations to the property.

#### **RESERVATIONS AND REVERTER AFFECTING THE PROPERTY**

This quitclaim is made and accepted on the condition that for a minimum of twenty years; (1) the above described Property shall be used and maintained for airport purposes; and (2) the above described Property shall not be sold, leased, mortgaged, assigned or otherwise disposed of, except to another local government agency for the same purposes and with the prior consent of the Administrator of the Federal Aviation Administration or his/her successor in function. In the event of breach of any such condition as to all or any portion or portions of the above described Property by the **Grantee**, its successors or assigns, regardless of the cause of such breach, all right, title and interest in and to such portion or portions of the above described Property, in its then existing condition, including all improvements therein, may revert to and become the Property of the United States of America at the option of and upon demand made in writing by the Administrator of the Federal Aviation Administration, or his/her successor in function. In such event, the United States of America shall have the immediate right-of-entry upon said Property, and the **Grantee**, its successors and assigns, shall forfeit all right, title and interest in said Property and in any and all the tenements, hereditaments, and appurtenances thereunto belonging, and shall take such action and execute such documents as may be necessary or required to evidence transfer of title to the United States of America. The failure of the Administrator of the Federal Aviation Administration or his/her successor in function, to insist upon complete performance of

the above conditions shall not be construed as a waiver or relinquishment of future performance thereof, but the obligation of the **Grantee** its successors and assigns with respect to such future performance shall continue in full force and effect.

## **CERCLA PROVISIONS**

**(A) NOTICE of Hazardous Substance Activity.** Pursuant to 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 this site was contaminated with petroleum based products. An environmental cleanup of the site was completed with oversight and evaluation performed by the Oregon State Department of Environmental Quality. A "No Further Action" letter for this site was issued by DEQ on November 14, 2007.

**(B) CERCLA Covenant.** **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.

(1) This covenant shall not apply:

- (a) in any case in which **Grantee**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**
- (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **Grantee**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
  - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**
  - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event **Grantee**, its successor(s) or assign(s), seeks to have **Grantor** conduct any additional response action, and, as a condition precedent to **Grantor** incurring any additional cleanup obligation or related expenses, the **Grantee**, its successor(s) or assign(s), shall provide **Grantor** at least 45 days written notice of such a claim. In

order for the 45-day period to commence, such notice must include credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **Grantee**, its successor(s) or assign(s), or any party in possession.

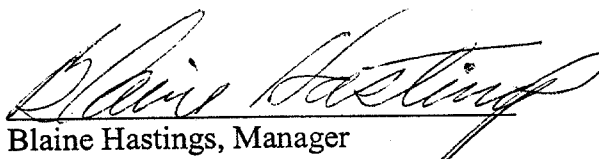
(C) **ACCESS**; **Grantor** reserves the right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **Grantor**. These rights shall be exercisable in any case in which 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, 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 authorized occupants.

#### **CIVIL RIGHTS CLAUSE**

**GRANTEE** covenants for itself, its heirs, successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said **GRANTEE** and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, 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 therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

IN WITNESS THEREOF, **Grantor** has caused this instrument to be effective as of May 2, 2008.

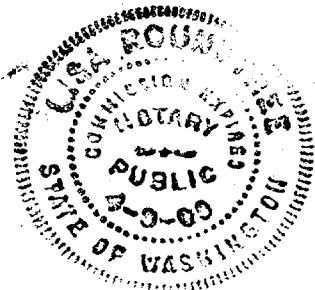
UNITED STATES OF AMERICA  
Acting by and through the  
Administrator of General Services


  
Blaine Hastings, Manager  
Real Property Disposal Office

STATE OF WASHINGTON  
COUNTY OF KING

On this 2nd day of May, 2008, before the undersigned, a Notary Public in and for the State of Washington, personally appeared Blaine Hastings, 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 4/9/09