

Klamath County
305 Main St, Rm 121
Klamath Falls, OR 97601
Grantor's Name and Address

Klamath County School District
2845 Greensprings Dr.
Klamath Falls, OR 97601

Grantee's Name and Address

After recording, return to (Name, Address, Zip):

Klamath County School District
2845 Greensprings Dr.
Klamath Falls, OR 97601

Until requested otherwise, send all tax statements to (Name, Address, Zip):

Klamath County School District
2845 Greensprings Dr.
Klamath Falls, OR 97601

2022-011986
Klamath County, Oregon



10/05/2022 03:34:21 PM Fee: \$46.00

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS that Klamath County, a political subdivision of the State of Oregon hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and forever quitclaim unto Klamath County School District, hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of the grantor's right, title and interest in that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Klamath County, State of Oregon, described as follows, to-wit:

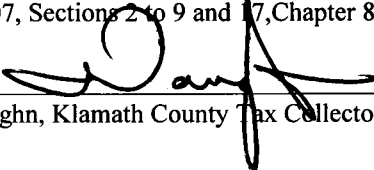
See attached Exhibit "A"

R-3909-010AD-00600-000

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

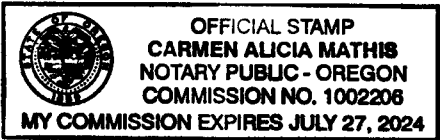
To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.
The true and actual consideration paid for this transfer, stated in terms of a land trade identified in EXHIBIT 'B', with Klamath County School District.
In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.
IN WITNESS WHEREOF, the grantor has executed this instrument on Oct. 5, 2022 if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

Before signing or accepting this instrument, the person transferring fee title should inquire about the person's rights, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010. This instrument does 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 person acquiring fee title to the property should check with the appropriate city or county planning department to verify that the unit of land being transferred is a lawfully established lot or parcel, as defined in ORS 92.010 or 215.010, to verify the approved uses of the lot or parcel, to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930, and to inquire about the rights of neighboring property owners, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010.


Rick Vaughn, Klamath County Tax Collector/Property Manager

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on Oct. 5, 2022,
by Rick Vaughn, as Klamath County Tax Collector, duly authorized and directed to sign this instrument in lieu of the Chairman of the Board of County Commissioners of Klamath County, Oregon, and the duly elected qualified and acting Commissioners, respectively, of said County and State; and said Klamath County Tax Collector acknowledged said instrument to be the free act and deed of said County.



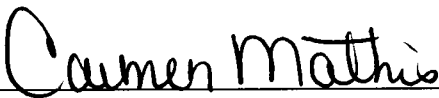
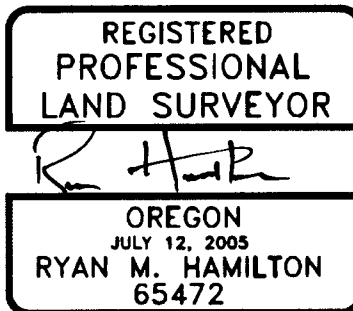

Notary Public for Oregon
My commission expires July 27, 2024

EXHIBIT 'A'

All that land situated in the SE ¼, NE ¼, Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County Oregon, more particularly described as follows:

Beginning at a point that bears S00°17'25"E, 655 feet from the Southwest corner of the NE ¼ of NE ¼ of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, thence S89°42'35"E, 40 feet to a 5/8" rebar with an orange plastic cap marked Klamath Co. Public Works on the Easterly right of way of Crest Street and the True Point of Beginning, thence S89°42'35"E, 415.02' to the centerline of the USBR F-7 Lateral, thence following said centerline, N62°42'46"W, 376.13 to a point, thence along a 143.40' radius curve to the right (the long chord of which bears S47°43'46"E 74.15') 75.00' to a point, thence continuing along said F-7 Lateral centerline N32°44'46"W, 50.29' to the Easterly right of way of Crest Street, thence following said right of way of Crest St, S00°17'25"E, 239.22' feet to a 5/8" rebar with orange plastic cap marked Klamath Co. Public Works being the point of beginning, containing 1.04 acres more or less.



EXPIRES: 06-30-23

EXHIBIT 'B'

AGREEMENT FOR LAND TRADE Klamath County School District

This agreement, made and entered into this 4th day of October, 2022 by and between Klamath County, a governmental subdivision of the State of Oregon, hereinafter called "County" and the Klamath County School District, situated within said County, hereinafter called "District".

WITNESSETH

WHEREAS, the County wishes to acquire a 10' strip of land for public road right of way along Crest Street. Said property is owned by the District and is a portion of Tax Lot 3909-010AD-01900, hereinafter called TL 1900; and

WHEREAS, The District wishes to acquire property that the County currently owns on Crest St. Said property is all of Tax Lot 3909-010AD-00600, hereinafter called TL 600; and

NOW THEREFORE, the County and District agree as follows:

COUNTY OBLIGATIONS

- The County agrees to trade TL 600, described in Exhibit 'A' and illustrated in Exhibit 'B', to the District for the 10' strip of road right of way, described in Exhibit 'C' and illustrated in Exhibit 'D' of this agreement. Said property is transferred "as-is" and is zoned suburban residential.

DISTRICT OBLIGATIONS

- The District agrees to trade a 10' strip of land for public road right of way, described in Exhibit 'C' and illustrated in Exhibit 'D' to the County for all of TL 600 described in Exhibit 'A' and illustrated in Exhibit 'B'.
- At a later date, but no more than 18 months from the date of this agreement, the District agrees to give the County a perpetual 20' wide access easement, for accessing and maintaining the 1C drain and other facilities, over and across the property TL 600 described in Exhibit 'A' and illustrated in Exhibit 'B'. The District agrees to consult with the County on the location and or alignment of the easement in order to ensure that County equipment and personal can safely travel along said alignment.
- The District agrees to issue a construction easement to the County at that time when the County plans to improve facilities along Crest Street along tax lots 600 and 1900. The easement shall allow the County, or its agents, to enter upon District land to construct storm drainage and road infrastructure including, but not limited to, driveway base aggregate construction, asphalt paving, concrete placement, sidewalk construction and pipe placement. Said easement shall sunset upon completion of construction and/or warranty repair work which ever is later. Road construction could begin as early as the fall of 2022.

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1. Attorney Fees

In the event suit or action is instituted to enforce any of the terms of this Contract, each party shall be responsible for its own attorney fees, costs and related expenses.

2. Indemnification:

Both Parties agree to defend, indemnify and save the other, its agents and employees harmless from any and all losses, claims, action, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death) or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of the other or its agents or employees.

IN WITNESS THEREOF, the parties hereto have executed this Agreement, the date, month and year set forth.

District

Name Glen Szymoniak Date 7/21/22 Title Superintendent

Approved as to Form:

Melinda J. Fry 7/27/2022
School District Counsel

KLAMATH COUNTY

[Signature] 10/5/22
Public Works Director Date

KLAMATH COUNTY BOARD OF COMMISSIONERS

Out of Office Today
Chair

[Signature]
Commissioner

[Signature]
Commissioner

Approved _____

Approved ✓

Approved ✓

Denied _____

Denied _____

Denied _____

Date _____

Date _____

Date _____

Approved as to Form:

[Signature]
County Counsel



NOT TO SCALE



KLAMATH COUNTY PROPERTY TO BE TRADED
TAX LOT 3909-010AD-00600

CREST STREET

40'

6000 FT. HORIZONTAL LATERAL (HORIZONTAL)

KLAMATH COUNTY SCHOOL DISTRICT
LITL # 3909-010AD 01900

Exhibit 'B'

IGA: KCSD & KL CO