

Returned at Counter

2022-013218

Klamath County, Oregon



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11/10/2022 11:05:38 AM

Fee: \$132.00

AFTER RECORDING RETURN TO:

Klamath County Public Works
305 Main Street
Klamath Falls, OR 97601

GRANTOR:

Klamath County School District
2845 Greensprings Drive
Klamath Falls, OR 97603

GRANTEE:

Klamath County
305 Main Street
Klamath Falls, OR 97601

TEMPORARY CONSTRUCTION & ACCESS EASEMENT

Klamath County School District, situated within Klamath County Oregon, GRANTOR, hereinafter called the "DISTRICT", does hereby grant unto the County of Klamath, a political subdivision of the State of Oregon and Grantee, hereinafter called the "COUNTY", a non-exclusive temporary easement over, under, and across the easement area described in Exhibit 'A', whereas 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 sidewalk construction and pipe placement and to construct, maintain, repair and have free access to all slopes of cuts or fills, occasioned by or resulting from the construction, operation or maintenance of Crest Street and appurtenances on and over the following described real property situated in Klamath County, Oregon:

- See attached Exhibit 'A' Legal Description and;
- See attached "Exhibit 'B' Map

All attached hereto and by this reference incorporated herein.

The true consideration of this conveyance is for a land trade identified in Exhibit 'C', which is hereby acknowledged by GRANTOR.

This TEMPORARY CONSTRUCTION & ACCESS EASEMENT shall not be perpetual yet temporary and shall terminate when the County has approved the completion of the STEARNS CORRIDOR ROADWAY IMPROVEMENTS project or warranty repair work which ever is later, along Crest Street.

GRANTOR recognizes that 1) Nothing contained in the easement over and across that parcel described in Exhibit 'A' herein granted shall be construed to convey fee title to the land used for temporary construction & access, nor prevent GRANTOR from the full use and dominion thereover, provided however, that such use shall not be permitted to damage or destroy temporary construction of infrastructure made by the County or its agents.

GRANTOR shall indemnify, defend and hold the COUNTY, its heirs, representations, agents, employees, successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings whatsoever, including, without limitation, for injury to persons (including death) which may be claimed to have arisen out of any damage, accident, injury or other similar occurrences in the Easement due to GRANTOR negligence or misconduct; or the use, maintenance or repair of the easement by GRANTOR, its guests, invitees, agents, or contractors. It is expressly understood and agreed that, notwithstanding anything in this agreement to the contrary, the liability of COUNTY hereunder, to the extent any exist, shall be limited solely and exclusively to the interest of the COUNTY in and to the COUNTY easement and neither COUNTY, nor any of its heirs, representatives, successors, employees, affiliates or agents, shall have any personal liability for any claim arising hereunder and GRANTOR hereby expressly waives and releases COUNTY and such heirs, representatives, successors, employees, affiliates and agents from any and all personal liability.

Furthermore, the GRANTOR warrants that 1) GRANTOR has marketable title to the property, 2) the COUNTY may peaceably enjoy the rights and benefits of this easement, 3) there are no other interests in the property which conflict with the COUNTY'S intended use of this easement, 4) the property is free of encumbrances except those of which GRANTOR has notified the COUNTY, and 5) GRANTOR has the unrestricted right to convey the property without additional consent or permission.

Dated this 17th day of October, 2022.

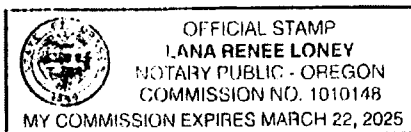
By signing below, the signee represents and warrants that he is authorized to execute this easement on behalf of Klamath County School District.

GRANTOR:

Glen Szymoniak 10/17/22 Superintendent
Name Date Title

STATE OF OREGON)
County of Klamath) ss.

This instrument was acknowledged before me on this 17th day of October, 2022 by
Glen Szymoniak.



[Signature]
Notary Public for Oregon
My commission expires:

Klamath County Signatures

Approved as to Form

Out of Office Today
County Counsel

Accepted on behalf of Klamath County by the Klamath County Board of Commissioners

[Signature]
Chair

[Signature]
Commissioner

[Signature]
Commissioner

11-8-22
Date

11/8/22
Date

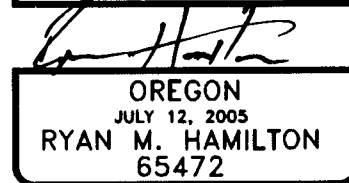
11/8/22
Date

TEMPORARY CONSTRUCTION & ACCESS EASEMENT

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, for a temporary construction and access easement, more particularly described as follows:

Beginning at the CE 1/16th corner of Section 10, Township 39 South, Range 9 East of the Willamette Meridian marked by a ½ inch iron pin, thence along the center section line S89°09'47"E, 40.00' to a point being the true point of beginning, thence N00°17'25"W, 665.73' to a 5/8" rebar with an orange plastic cap stamped Klamath Co. Public Works, thence S89°42'35"E, 10.00' to a point, thence S00°17'25"E, 665.82' to a point on the East-West center section line, thence continuing on said center section line N89°09'47"W, 10.00' to the point of beginning, containing, 0.15 acres more or less. Bearings based on ROS 8629, on file with the Klamath County Surveyor office.



EXPIRES: 06-30-23



NOT TO SCALE



10' WIDE STRIP FOR CONSTRUCTION
& ACCESS EASEMENT TO KLAMATH COUNTY

CREST STREET

50'

40'

KLAMATH COUNTY SCHOOL DISTRICT
MTL # 3909-010AD-01900

LAVERNE AVE



Exhibit 'B'

EXHIBIT 'C'

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.

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 Seymoniak 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 _____

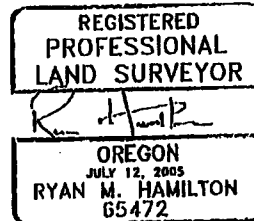
Approved as to Form:

[Signature]
County Counsel

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



NOT TO SCALE



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

CREST STREET

40'

1000' BY 1000' BY LATERAL (RECEIVED)

KLAMATH COUNTY SCHOOL DISTRICT
SITE # 3909-010AD-01900

Exhibit 'B'

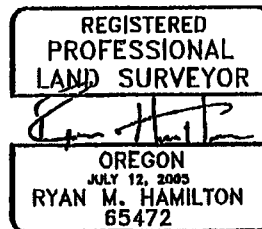
IGA: KCSD & KL CO

PUBLIC ROAD RIGHT OF WAY

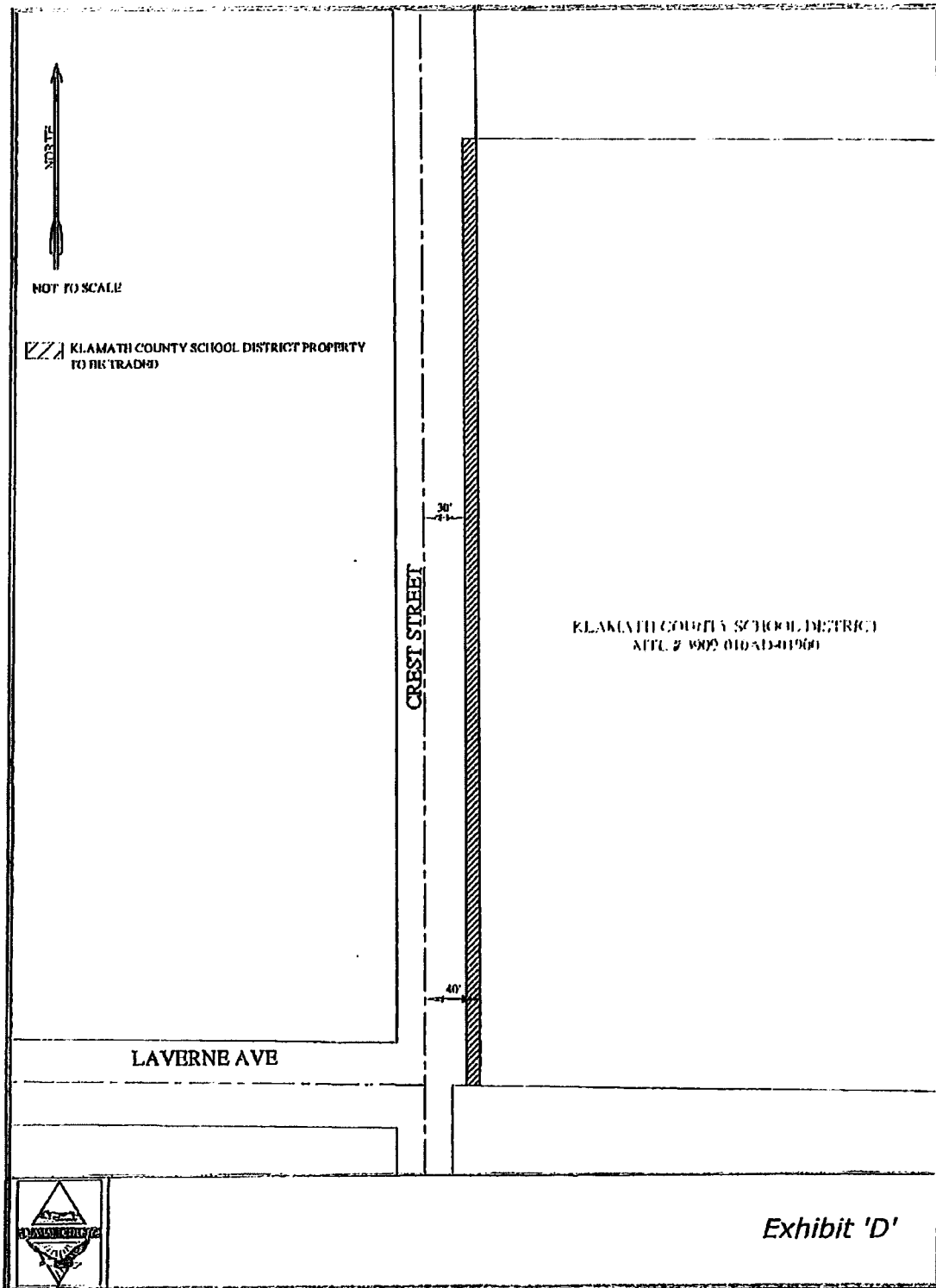
EXHIBIT 'C'

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, for Public Road Right of Way, more particularly described as follows:

Beginning at the CE 1/16th corner of Section 10, Township 39 South, Range 9 East of the Willamette Meridian marked by a ¼ inch iron pin, thence along the center section line S89°09'47"E, 40.00' to a point being the true point of beginning, thence N00°17'25"W, 665.73' to a 5/8" rebar with an orange plastic cap stamped Klamath Co. Public Works, thence N89°42'35"W, 10.00' to a point, thence S00°17'25"E, 665.63' to a point on the East-West center section line, thence continuing on said center section line S89°09'47"E, 10.00' to the point of beginning, containing, 0.15 acres more or less. Bearings based on ROS 8629, on file with the Klamath County Surveyor office.



EXPIRES: 06-30-23





BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category: Other

Item No:

10.1

Date: November 8, 2022

Originating Department: Public Works

Issue: In the matter of a Temporary Construction and Access Easement for road construction.

Background: The Klamath County School District wishes to grant unto Klamath County a non-exclusive temporary easement along Crest Street for use during construction as described in the attached deed.

Recommended Motion: Board to approve and sign the Temporary Construction and Access Easement for road construction along Crest Street. Fiscal Impact none.

DONE AND DATED this 8th day of November, 2022.

A stylized signature of the Chair, consisting of a large 'K' followed by several horizontal strokes.

Chair

Approved ☒

Denied ☐

A stylized signature of the Vice-Chair, consisting of a large 'D' followed by a horizontal stroke.

Vice-Chair

Approved ☒

Denied ☐

A stylized signature of the Commissioner, consisting of a large 'J' followed by several horizontal strokes.

Commissioner

Approved ☒

Denied ☐