

2022-013219

Klamath County, Oregon



00308510202200132190110112

11/10/2022 11:06:38 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 Dr
Klamath Falls, OR 97601

GRANTEE:

Klamath County
305 Main Street
Klamath Falls, OR 97601

ROAD RIGHT OF WAY

KNOW ALL BY THESE PRESENTS that the Klamath County School District, hereinafter called Grantor, does hereby grant unto Klamath County, a political subdivision of the State of Oregon and Grantee, hereinafter called the "County", a strip of land for road right of way and public utilities purposes on, over, and under the following described real property situated in Klamath County, Oregon:

- See attached Exhibit 'A' Legal Description and;
- See attached Exhibit 'B' Sketch 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', the receipt of which is hereby acknowledged by GRANTOR.

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

Dated this 17th day of October, 2022.

GRANTOR:

Glen Symonich
Name

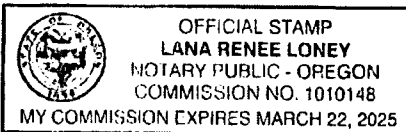
Superintendent
Title

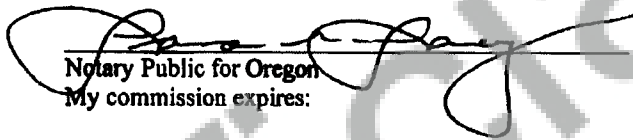
October 17, 2022
Date

ROAD RIGHT OF WAY

STATE OF OREGON)
)ss.
COUNTY OF KLAMATH)

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





Notary Public for Oregon
My commission expires:

Klamath County Signatures

Approved as to Form

Out of Office Today
Klamath County Counsel

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


Chair


Commissioner


Commissioner

11-8-22
Date

11/8/22
Date

11/8/22
Date

PUBLIC ROAD RIGHT OF WAY

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 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 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 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



NOT TO SCALE



10' WIDE STRIP CONVEYED TO KLAMATH COUNTY.

CREST STREET

30'

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 Szymoniak Date 7/21/22 Title Superintendent

Approved as to Form:

Mr. D. 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

DC
Commissioner

[Signature]
Commissioner

Approved _____
Denied _____
Date _____

Approved ✓
Denied _____
Date _____

Approved ✓
Denied _____
Date _____

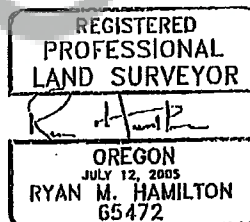
Approved as to Form:

[Signature]
County Counsel

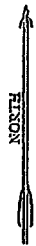
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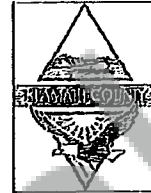
Beginning at a point that bears S00°17'25"E, 655 feet from the Southwest corner of the NE ¼ of NE ¼ of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, thence S89°42'35"E, 40 feet to a 5/8" rebar with an orange plastic cap marked Klamath Co. Public Works on the Easterly right of 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'

WIDE RT. R/W. 100' MIN. TRAV. LANE. 10' SIDEWALK (10' MIN. WIDE)

KLAMATH COUNTY SCHOOL DISTRICT
LTL 2 3909-010AD 01900

Exhibit 'B'

IGA: KCSD & KL CO

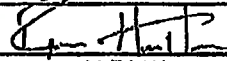
PUBLIC ROAD RIGHT OF WAY

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REGISTERED
PROFESSIONAL
LAND SURVEYOR


OREGON
JULY 12, 2005
RYAN M. HAMILTON
65472

EXPIRES: 06-30-23



NOT TO SCALE

KLAMATH COUNTY SCHOOL DISTRICT PROPERTY
TO BE TRADED

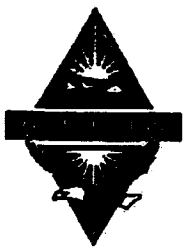
CREST STREET

KLAMATH COUNTY SCHOOL DISTRICT
ATTN: 2 902 010-1100

LAVERNE AVE



Exhibit 'D'



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category: Other

Item No:

10.2

Date: November 8, 2022

Originating Department: Public Works

Issue: In the matter of the acceptance of a Public Road Right of Way.

Background: The Klamath County School District wishes to grant unto Klamath County a strip of land along Crest Street for road right of way and public utility purposes as described in the attached deed.

Recommended Motion: Board to approve and sign the Right of Way acceptance. Fiscal Impact none.

DONE AND DATED this 8th day of November, 2022

A handwritten signature in black ink, likely belonging to the Chair of the Board of Commissioners.

Chair

Approved ☒

Denied ☐

A handwritten signature in black ink, likely belonging to the Vice-Chair of the Board of Commissioners.

Vice-Chair

Approved ☒

Denied ☐

A handwritten signature in black ink, likely belonging to a Commissioner of the Board of Commissioners.

Commissioner

Approved ☒

Denied ☐