

2024-000077

Klamath County, Oregon



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01/03/2024 01:23:40 PM

Fee: NO FEE

**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

**ACCESS EASEMENT**

KNOW ALL BY THESE PRESENTS that the Klamath County School District, hereinafter called Grantor, does hereby grant unto the County of Klamath, a political subdivision of the State of Oregon and Grantee, hereinafter called the "County", a perpetual non-exclusive access easement on, over, and under the following described real property situated in Klamath County, Oregon:

- See attached Exhibit 'A' Legal Description
- See attached Exhibit 'B' Sketch Map "Access Easement"
- See attached Exhibit 'C' IGA

All attached hereto and by this reference incorporated herein.

The true consideration of this conveyance is the Districts obligation identified in Exhibit 'C', the receipt of which is hereby acknowledged by GRANTOR.

The purpose of the easement is for accessing the 1C drain system to provide maintenance to the drainage canals and associated facilities. Grantor its heirs, agents, successors and assigns hereby agrees not to unreasonably interfere with the exercise of the easement rights by grantee or its guests, agents, invitees or licensees. The Grantor hereby agrees to allow the County the right to construct an all-weather gravel road and to install a gate and locking system to prevent the unauthorized from occupying or travelling over said easement. The County will maintain the all-weather road in good repair and condition, all at its sole discretion. Nothing contained herein shall create any obligation on the part of the County to maintain any other portions of the easement. The location of the gate and all weather access road is identified on Exhibit 'B'.

Grantor shall indemnify, defend and hold the Grantee, 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 grantors 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 grantee hereunder, to the extent any exist, shall be limited solely and exclusively to the interest of grantee in and to the grantee easement and neither grantee, 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 grantee and such heirs, representatives, successors, employees, affiliates and agents from any and all personal liability.

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 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 deed the property without additional consent or permission.

ACCESS EASEMENT

Dated this 1<sup>st</sup> day of December,  
2023.

GRANTOR:

Glen Szymoniak  
Klamath County School District Superintendent



STATE OF OREGON                     )  
  )ss.  
COUNTY OF KLAMATH             )

This instrument was acknowledged before me on this 1<sup>st</sup> day of December, 2023 by  
Glen Szymoniak

Lana Renee Loney  
Notary Public for Oregon  
My commission expires:

Approved as to Form

[Signature]  
County Counsel

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

[Signature]                     [Signature]                     [Signature]  
Chair                               Commissioner                     Commissioner

1/2/24  
Date

1/2/24  
Date

1/2/24  
Date

# EXHIBIT 'A'

A perpetual 20 foot wide access easement located in the SE 1/4, NE 1/4 Section 10, Township 39 South Range 10 East, of the Willamette Meridian, being a portion of that land deeded to the Klamath County School District in deed volume 287 page 527 and deed volume 2022 page 11986, all filed in the office of the Klamath County Clerk. The centerline being more particularly described as follows;

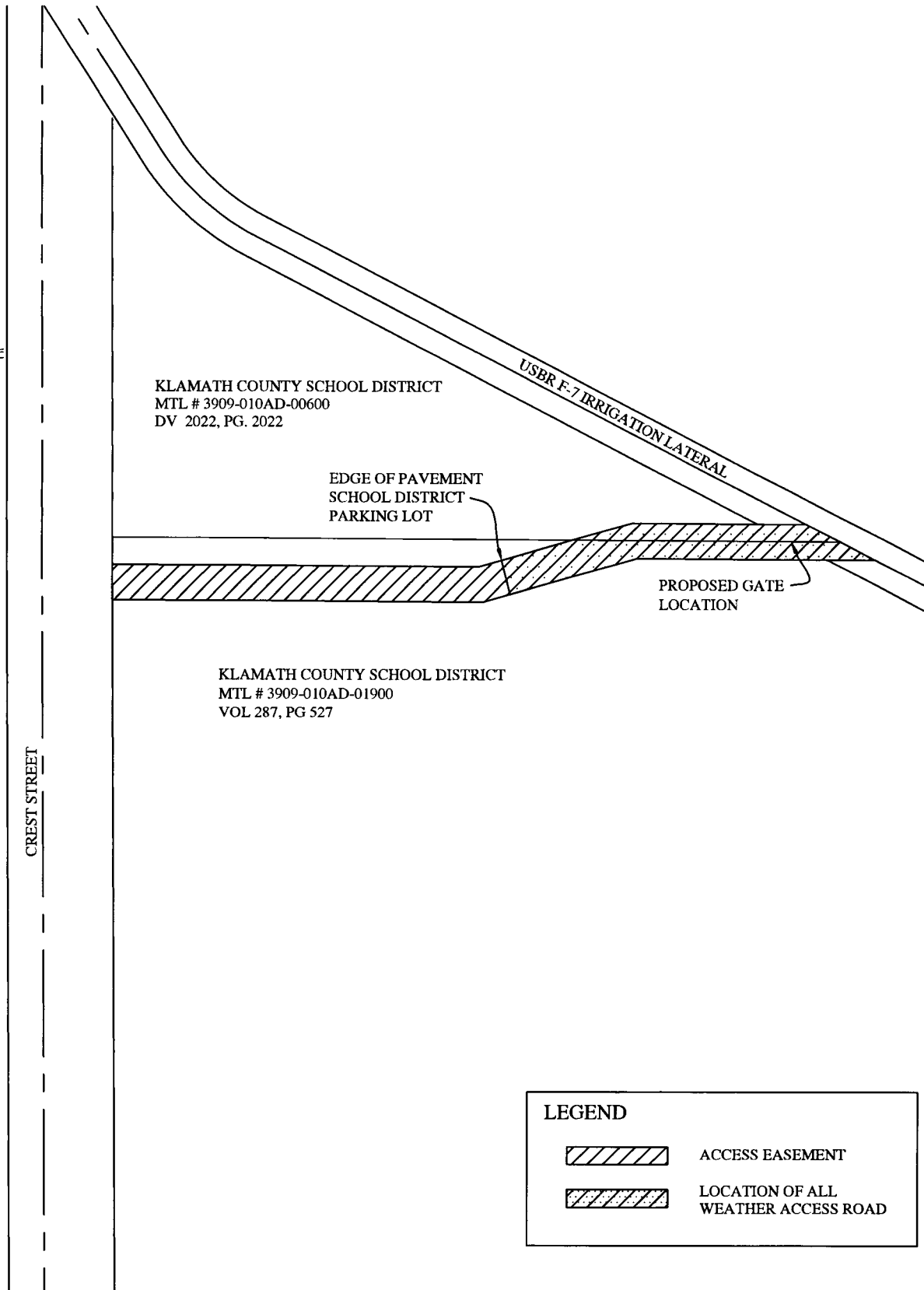
Commencing at the intersection of Crest Street and Laverne Avenue being the CE 1/16<sup>th</sup> corner of section 10, thence N3°17'18"E, 640.88' to a point on the Easterly right of way of Crest Street and the point of beginning of the 20 foot wide access easement lying 10 feet on each side of the following described line; thence S89°42'35"E 210.50' to a point, thence N74°06'54"E, 90.84' to a point on the south line of that land described in deed volume 2022, page 11986, thence continuing along said line S89°42'35"E 117.02' to the centerline of the USBR F-7 Lateral being the terminus point of said easement. The side lines of said 20 foot easement to be extended or shortened to meet at angle points and to begin at the Easterly right of way of Crest Street and to terminate at the centerline of the USBR F-7 Lateral. Containing 0.19 acres more or less. Bearings and distances based on record survey number 8734 on file in the office of the Klamath County Surveyor.



EXPIRES: 06-30-25



NOT TO SCALE



**EXHIBIT 'B'**  
**ACCESS EASEMENT**  
**KLAMATH COUNTY SCHOOL DISTRICT TO**  
**KLAMATH COUNTY**

## EXHIBIT 'C'

### AGREEMENT FOR LAND TRADE Klamath County School District

This agreement, made and entered into this 4<sup>th</sup> day of October, 2023 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

Glen Seymoniak 7/21/22 Superintendent  
Name Date Title

Approved as to Form:

Melissa J. Long 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] DCL  
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'

(OWNERS ABANDON HAVE EVIDENCE OF ABANDONMENT)

KLAMATH COUNTY SCHOOL DISTRICT  
LTL # 3909-010AD 01900

Exhibit 'B'

IGA: KCSD & KL CO

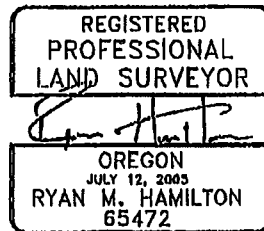


PUBLIC ROAD RIGHT OF WAY

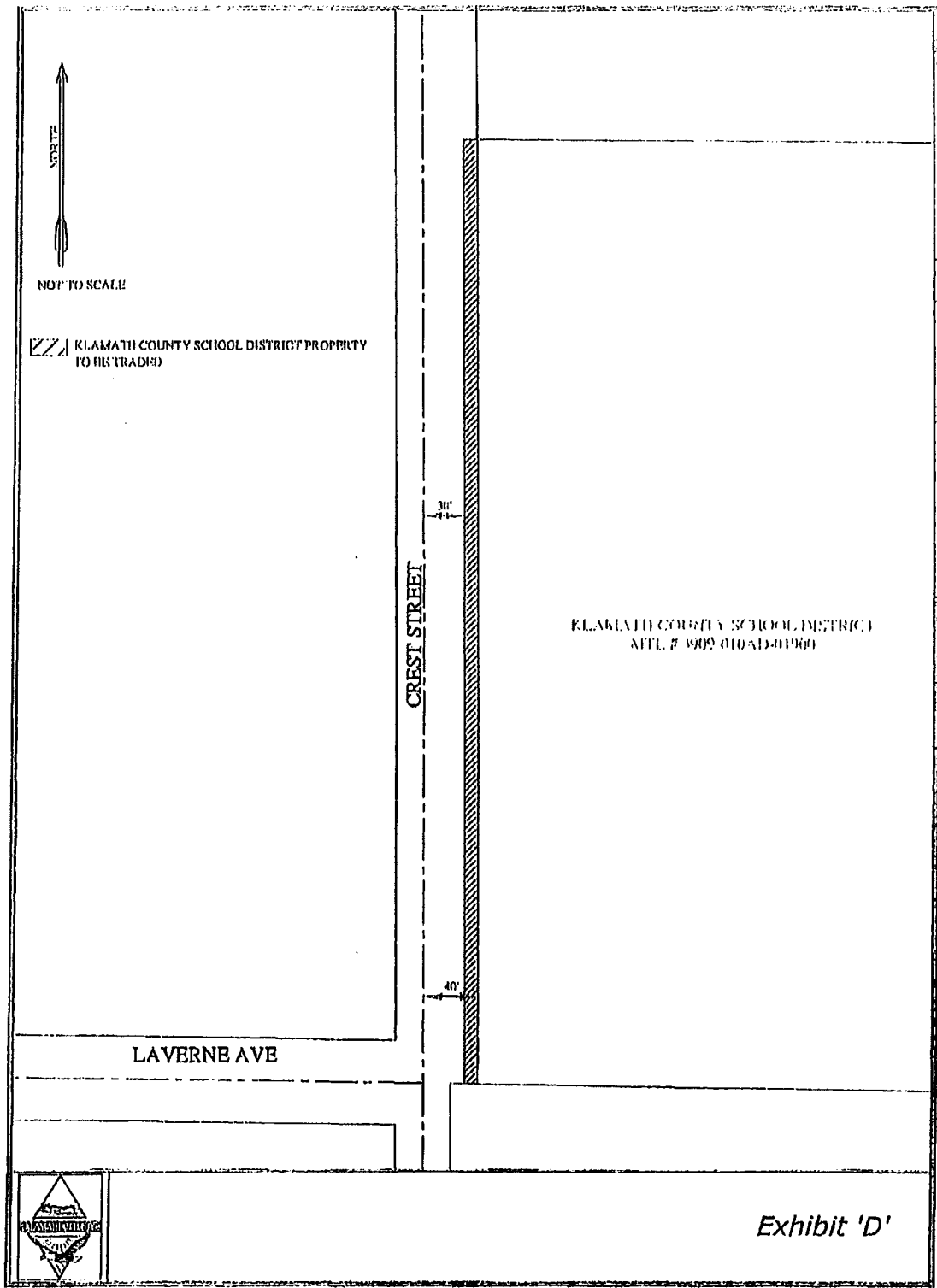
EXHIBIT 'C'

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 1/16<sup>th</sup> 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





## BOARD OF COMMISSIONERS Agenda Item Summary

Agenda Category: Other

Item No:

//.

**Date:** January 2, 2024

**Originating Department:** Public Works

**Issue:** In the matter of an Access Easement for accessing the 1C drain system along Crest Street for maintenance to the drainage canals and associated facilities.

**Background:** The Klamath County School District (Grantor) wishes to grant unto Klamath County (County) a non-exclusive access easement along Crest Street for accessing the 1C drain as described in Exhibits "A", "B" and "C" attached. Grantor agrees to allow County the right to construct an all-weather gravel road and to install a gate and locking system to prevent the unauthorized from occupying or travelling over said easement.

**Recommended Motion:** Board to approve and sign the Access Easement for accessing the 1C drain system along Crest Street for maintenance to the drainage canals and associated facilities along Crest Street. Fiscal impact none.

DONE AND DATED this 2nd day of January, 20 24.

Chair

Approved



Denied



Vice-Chair

Approved



Denied



Commissioner

Approved



Denied

