

## Klamath County, Oregon



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**10/25/2024 09:32:38 AM**

**Fee: \$112.00****AFTER RECORDING RETURN TO:**

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

**GRANTOR:**

**Robert S. Smith**  
3744 Laverne Avenue  
Klamath Falls, OR 97603

**GRANTEE:**

**Klamath County**  
**305 Main Street**  
**Klamath Falls, OR 97601**

## DEED OF DEDICATION

Robert S. Smith, Grantor, does hereby grant unto the County of Klamath, hereinafter called the "County", a perpetual right-of-way for street purposes on, over, and under the following described property for use as a public street all of the following described real property situated in Klamath County, Oregon:

- See attached Exhibit A Sketch Map and;
- See attached Exhibit B Legal Description and;
- See attached Exhibit C Right of Way Dedication Agreement


The true consideration of this conveyance is for other value given, the receipt of which is hereby acknowledged by GRANTOR.

The dedicated property shall only be used for public street purposes, which includes utilities and additional conditions described in the Right of Way Dedication Agreement Between Robert Smith, PacifiCorp, and Klamath County signed June 25<sup>th</sup>, 2024.

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 dedication, 3) there are no other interests in the property which conflicts with the County's intended use of this dedication, 4) the property is free of encumbrances except those of which GRANTOR has notified the County, and 5) GRANTOR has the unrestricted right to dedicate the property without additional consent or permission.

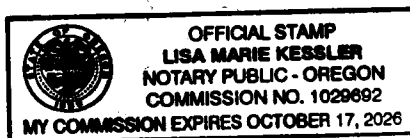
Dated this 7 day of OCTOBER, 2024.

**GRANTOR:**

By:   
Robert S. Smith

STATE OF Oregon. )  
 ) ss.  
County of Klamath. )

On October 7, 2024, personally appeared Robert S. Smith, who, being first duly sworn, did acknowledge that he is the grantor of Deed of Dedication, that the foregoing instrument was signed on behalf of himself, that he/she is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

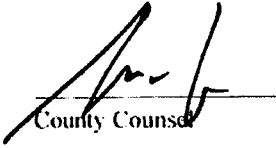


WITNESS my hand and official seal.

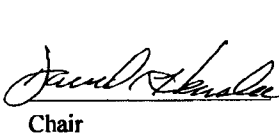
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Klamath County  
My Commission Expires: October 17, 2026

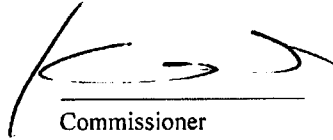


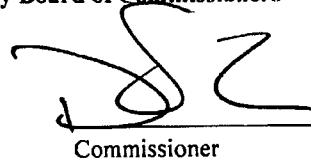
Approved as to Form

  
County Counsel

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

  
Chair

  
Commissioner

  
Commissioner

10/22/24  
Date

10/22/24  
Date

10/22/24  
Date





SCALE 1"=5'

LAVERNE AVE

EXISTING RIGHT-OF-WAY

PROPOSED RIGHT-OF-WAY

PROPOSED TRANSFER  
(32 SQ. FT.)

3744 LAVERNE AVE

EXISTING RIGHT-OF-WAY

CREST ST

TITLE:

EXHIBIT 'A'



THIS LINE IS 1" HIGH AT FULL  
SCALE. VERIFY AND ADJUST  
SCALE AS NEEDED



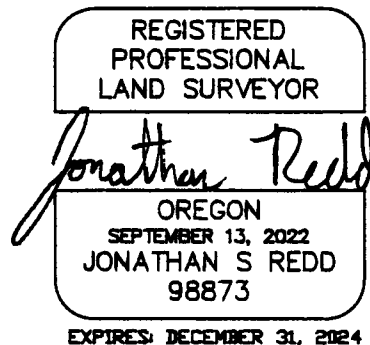
EXHIBIT 'B'

LAVERNE AVE RIGHT OF WAY

SMITH PROPERTY

A parcel of land for Public Road Right of Way, situate in the NW 1/4, SE 1/4, Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Lot 16, Block 1, Second Addition to Altamont Acres, a duly recorded subdivision and being more particularly described as follows:

Commencing at the Northeast corner of said Lot 16, said point being the intersection of the Southerly right of way of Laverne Ave and the Westerly right of way of Crest St; thence S00°15'E, 8.00' along the Westerly right of way of Crest St; thence leaving said right of way N44°25'W, 11.48' to a point on the Southerly right of way of Laverne Ave; thence S88°35'E, 8.00' along said right of way to the point of beginning, containing 32.0 square feet more or less. Basis of Bearing Per Second Addition to Altamont Acres Subdivision.





## EXHIBIT 'C'

### RIGHT OF WAY DEDICATION AGREEMENT BETWEEN ROBERT SMITH, PACIFICORP, AND KLAMATH COUNTY

This Agreement, hereinafter referred to as "Agreement", is made and entered into this <sup>25</sup> day of JUNE, 2022, by and between the Klamath County, a Local Government, herein referred to as "County", Robert Smith, an individual, herein referred to as "Owner", and PacificCorp, a corporation.

#### WITNESSETH

- A. WHEREAS, Owner is the fee title owner of a certain real estate described as the East 1/2 of the East 1/2 of Lot 16 in Block 1 of Altamont Acres 2<sup>nd</sup> Addition in Klamath Falls, Oregon also referred to as 3744 Laverne Avenue;
- B. WHEREAS, County is planning roadway improvements along Laverne Avenue fronting Owner's property,
- C. WHEREAS, PacificCorp owns a powerline pole located in County right-of-way near the north-east corner of Owner's property which is in conflict with proposed County improvements and would require significant cost to relocate due to high-voltage transmission lines running in both directions on the pole;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the County, PacificCorp, and Owner agree as follows:

- A. The County shall permit PacificCorp's transmission pole to remain in place in-lieu of relocating with an alternate sidewalk and pedestrian ramp design configuration;
- B. Owner will dedicate a portion of property to the County as shown in the attached Exhibit "A" and described in Exhibit "B" to allow for County improvements to be constructed around the existing pole location and
- C. County will remove or relocate any existing landscaping, decorative improvements, or above ground features other than fencing located within the portion of property to be dedicated as right-of-way;
- D. PacificCorp will compensate the Owner for property dedicated to the County via removal of approximately 65 feet of existing chain-link fence and construction of a new wood-slat fence similar to that portion of the Owner's property fronting Crest Street – an estimated \$4,410.00 value;
- E. Compensation described herein constitutes total and just compensation due and payable to Owner for Owner's dedication of right-of-way to the County.
- F. Owner shall be responsible for relocating the fence based on the agreed compensation with timing as to not interfere with and roadway construction by the County. Owner shall permit the County temporary access rights on the property as needed for partial fence demolition to permit roadway construction.
- G. This agreement does not grant PacificCorp an easement or right-of-way nor protect the pole from relocation due to any project requiring such that the County may undertake in the future.
- H. This Agreement contains the full and final expression of the Parties as to all matters referred to herein. No other representations, covenants, undertakings or prior or contemporaneous agreements, whether oral or written, regarding any matters that are not specifically contained and incorporated in this Agreement, shall be deemed to have any effect or binding impact upon the Parties.
- I. The Parties acknowledge that they have not been coerced to enter into this Agreement.
- J. This Agreement shall be governed and construed according to the laws of the State of Oregon.

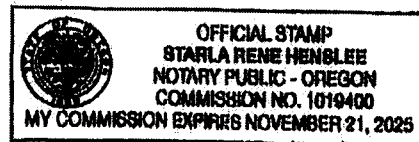


- K. In the event suit or action is instituted to enforce any of the terms of this Agreement, each party shall be responsible for its own attorney fees, costs, and related expenses.
- L. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall have the same force and effect as if in original ink.
- M. The Owner shall indemnify, defend, and hold the County harmless from and against any claim for damages arising or resulting from PacifiCorp, their representatives, contractors or assignee's, work on the subject property, including, without limitation, any claim for personal injury, death or property damage.

IN WITNESS THEREOF, the parties hereby enter into this Agreement. Each person signing this Agreement represents and warrants to have authority to execute this agreement.

OWNER:

Signed: [Signature]  
By: Robert Smith.



STATE OF OREGON )  
County of KLAMATH ) ss.

This instrument was acknowledged before me on this 11 day of JUNE, 2024 by

ROBERT S. SMITH.

[Signature]  
Notary Public for Henslee's Mobile Notary  
My commission expires: November 21, 2025

PACIFICORP:

Signed: [Signature]  
By: Jake Hatfield

Date: 06/03/2024

Approved as to Form  
**Not Present**

Public Works Approval

County Counsel

[Signature]  
Public Works Director

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

**Not Present**

Chair

Commissioner

Commissioner

Date

Date

Date





## BOARD OF COMMISSIONERS Agenda Item Summary

When you're here, you're home

Agenda Category: Other	Item No: 11.1
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**Meeting Date:** October 22, 2024

**Department:** Public Works

**Issue:** In the matter of a right-of-way dedication for road and public utilities at 3744 Laverne Street in Klamath Falls, Oregon.

**Background:** As a part of the Laverne Avenue reconstruction associated with the Stearns School Corridor Improvements, a portion of the proposed sidewalk ADA ramps conflict with an existing PacifiCorp utility pole within the existing right-of-way. Due to pole relocation constraints, an alternate design was available to accommodate both the ADA ramp and the pole, but requires additional right-of-way from an adjacent property. The settlement agreement in question was negotiated by the County, with both PacifiCorp and the willing Grantor.

**Recommended Motion:** Board to approve and sign the Right-of-Way dedication of approximately 32 square feet of real property for road and public utilities purposes. Fiscal impact is none.

DONE AND DATED this 22<sup>nd</sup> day of October, 2024.

Chair

Approved ☒

Denied ☐

Vice-Chair

Approved ☒

Denied ☐

Commissioner

Approved ☒

Denied ☐