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DEPARTMENT OF TRANSPORTATION
Federal Aviation Administration
Northwest Region
FAA Building, Boeing Field
Seattle, Washington 98108

Vol. ⁷¹ Page 8186

Contract No.
DOT-FA77NW-0892
Klamath Falls, Oregon
RCAG R/W

ACCESS ROAD RIGHT-OF-WAY

between

HAROLD DEHLINGER AND SON
and
UNITED STATES OF AMERICA

This Right-of-Way agreement, made and entered into this 29 day of March,
in the year one thousand nine hundred and seventy-seven by and between

HAROLD DEHLINGER AND SON, a partnership

whose address is

Route 2, Box 680
Klamath Falls, Oregon 97601

for its successors, and assigns, hereinafter called the owner, and the United
States of America, hereinafter called the Government.

Witnesseth: The parties hereto covenant and agree as follows:

1. For the period beginning July 1, 1977, and ending September 30, 1977,
the owner hereby grants the use of a right-of-way to the Government, upon and
across the lands of the undersigned owner over the following described
property viz:

Approximately 2.2 acres of land developed as a roadway located in the
E 1/2, NW 1/4, and W 1/2, NE 1/4, Sec. 33, T39S, R10E, W.M., and to use this
approximate 0.6 mile of roadway leading from a point on the North line of the
E 1/2, NW 1/4 to a point on the South line of the W 1/2, NE 1/4, Sec. 33,
T39S, R10E, Willamette Meridian, Klamath County, Oregon, over and along the
existing Fire Control Road.

In addition, upon and across the lands of the undersigned owner, approx-
imately 5.1 acres of land developed as a roadway located in the S 1/2,
Sec. 33, T39S, R10E, W.M., and to use this approximate 1.4 mile of roadway
leading from a point on the North line of the S 1/2 of Sec. 33, to a point
on the South line of the S 1/2, Sec. 33, T39E., Willamette Meridian,
Klamath County, Oregon, over and along the existing Fire Control Road.

page 2

2. Together with the right of ingress and egress thereto and therefrom over the lands of the undersigned owner for the United States of America or its contractor or other duly authorized representative, necessary or convenient for installation, maintenance and repair of the said roadway.

3. This instrument may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the instrument renewed each year for 1 year unless the Government gives the owner 30 days written notice that it will not exercise its option before this agreement or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of September, 1987.

4. No monetary consideration in the form of rental shall be due the owner; it being mutually agreed that the rights extended to the U.S. Government herein are in consideration of the obligations assumed by the Federal Aviation Administration in its establishment of the RCAG (remote center air/ground) communications facility. The maintenance of the access road upon the land of the lessor of the surfaces, irrigation and drainage ditches to provide full flow of water therein, together with maintenance of gates and locks at existing fences to prevent use of the said road by others than the United States and its contractors, other duly authorized representatives, and the owners and his agents, shall be as additional consideration for this right-of-way.

5. The rights and privileges conveyed by this instrument shall be binding upon the successors and assigns of the owner and shall inure to the benefit of the United States of America, its agencies, and instrumentalities.

6. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this instrument, or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the instrument be for the general benefit of such corporation or company.

7. The owner warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

8. The Government shall maintain the present configuration of the roadway to the fullest extent, and it shall be responsible for restoration of its contour and grade in the event of excessive erosion or washout.

8188

DOT-FA77NW-0892

page 3

9. Upon the termination or non-renewal of this agreement, the Government will vacate, leaving the road in its present condition, being exempt from restoration of the land to its original condition.

UNITED STATES OF AMERICA

BY:

TITLE: Contracting Officer

DATE:

4-11-77

HAROLD DEHLINGER AND SON

Partner

Partner

Date

29 Mar 77

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 29th day of March, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Sam Dehlinger, a partner of HAROLD DEHLINGER AND SON and Barbara W. Dehlinger, a partner of HAROLD DEHLINGER AND SON.

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Stella Dehlinger
Notary Public for Oregon.
My Commission expires August 20, 1977.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 11th day of May, 1977 at 11:19 o'clock A.M., and duly recorded in Vol. M77 of DEEDS on Page 8186.

FEE \$ 9.00

WM. D. MILNE, County Clerk

By *Hazel Drazel* Deputy

900