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

Vol. 77 Page 8796

Contract No.
DOT-FA77NW-0895
Klamath Falls, Oregon
RCAG R/W

ACCESS ROAD RIGHT-OF-WAY

between

NANCY B. COFFIN
and
UNITED STATES OF AMERICA

This Right-of-Way agreement, made and entered into this 13th day of April,
in the year one thousand nine hundred and seventy-seven by and between

NANCY B. COFFIN, a married woman

whose address is

Route 1, Box 657-Z
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 1.0 acre of land developed as a roadway located in the E 1/2,
SW 1/4, Sec. 10, T.40S, R.10E, W.M., Klamath County, Oregon, and to use the
approximate 0.2 mile of roadway leading from a point on the West line of the
E 1/2, SW 1/4, Sec. 10, more fully described as follows:

Beginning at a point on the West line of the E 1/2, SW 1/4, Sec. 10,
said point of beginning on a bearing N 0°04'32" E 855 feet, more
or less, from the SW corner of the E 1/2 of the SW 1/4; thence S 19°
50' E 97.7 feet; thence S 20°00' E 197.8 feet; thence S 21°35' E
346.2 feet; thence S 35°14' E 98.9 feet; thence 41°10' E 197.8 feet;
thence S 43°27' E 16 feet, more or less, to a point on the South
line of the E 1/2 of the SW 1/4, Sec. 10.

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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. The Government shall pay the lessor for the premises SIX AND 25/100 DOLLARS (\$6.25) for the term set forth in Article 1 above, and TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) per year for each annual renewal exercised by the Government hereafter. Payments shall be made in arrears at the end of each fiscal period without the submission of invoices or vouchers.

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.

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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:

OWNER

Nancy B. Coffin

DATE:

April 11, 1977

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STATE OF Oregon
 COUNTY OF Klamath

On this 11th day of April 1977, before me
Wilbur C. Haskins a Notary Public, in and
 for the said County of Klamath, State of Oregon,
 duly commissioned and sworn, personally appeared

Nancy B. Coffin
 personally known to me to be the person whose name is subscribed to the
 within instrument and 5 he duly acknowledged to me that 5 he executed the
 same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
 seal, at my office in the County of Klamath, State of Oregon,
 the day and year in this certificate first above written.

Signed Wilbur C. Haskins
 Notary Public in and for the County of
Klamath, State of Oregon
 My Commission Expires: 12-28-78

STATE OF OREGON; COUNTY OF KLAMATH; ss.
 Filed for record ~~at~~ 9:06 A.
 this 20th day of May A. D. 19 77 at 9:06 o'clock M. and
 duly recorded in Vol. M77, of DEEDS on Page 8796
 FEE \$ 12.00
Wm D. Milne, County Clerk
Wm D. Milne

