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

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Contract No.
DOT-FA77NW-0891
Klamath Falls, Oregon
RCAG R/W

ACCESS ROAD RIGHT-OF-WAY

between

CLYDE L. DEHLINGER
and
UNITED STATES OF AMERICA

This Right-of-Way agreement, made and entered into this 5th day of April,
in the year one thousand nine hundred and seventy-seven by and between

CLYDE L. DEHLINGER

whose address is Route 2, Box 670A
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 2.5 acres of land developed as a roadway located in
the S 1/2, SW 1/4, SE 1/4, Sec. 3, and the W 1/2, NE 1/4, Sec. 10,
T40S, R.10E, W.M., and to use approximately 0.7 mile of roadway leading from
a point on the North line of the S 1/2, SW 1/4, Sec. 3, to a point on the
East line of the W 1/2, NE 1/4, Sec. 10, T40S, R.10E, Willamette Meridian
Klamath County, Oregon, over and along the existing Fire Control Road.

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.

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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 is 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 the establishment and maintenance of the access road upon the land of the owner. Maintenance shall consist of the upkeep of the surfaces, drainage ditches, gates and locks to prevent use of the road by other than the United States and its contractors or duly authorized representatives and by the owner and his agents, shall be deemed as 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.

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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:

DATE:

CLYDE L. DEHLINGER

Owner

DATE: April 5, 1977

STATE OF OREGON,

County of Klamath

ss.

FORM NO. 23 — ACKNOWLEDGMENT

STEVENS-NUSS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 5th day of April, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

Clyde L. Dehlinger

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.

led for record xxxxxxxxxxxx

this 4th day of AUGUST

A.D. 1977

8:42

at about 4A. and

duly recorded in Vol. M77

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FEE \$ 9.00

W.D. MILNE, County Clerk

By *Hazel Ingersoll*

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