

35396

FEDERAL AVIATION ADMINISTRATION
NW Region - FAA Bldg.
Boeing Field
Seattle, WA 98108

Klamath Falls, OR
VORTAC
DOT-FA77NW-1002

RESTRICTIVE AGREEMENT

This RESTRICTIVE AGREEMENT, made and entered into this 8 day of Aug, in the year Nineteen Hundred Seventy 77 by and between Richard G. Walsh whose address is 5842 Henley Road, Klamath Falls, Oregon 97601, for His heirs, executors, administrators, successors and assigns, hereinafter called the Owner, and the United States of America, hereinafter called the Government.

1. For and in consideration of ONE HUNDRED THIRTY AND NO/100 DOLLARS (\$130.00) for the initial period, the undersigned owner hereby agrees, as a protection to the proper operation of a VORTAC (Very High Frequency Omnidirectional Range) facility installed and maintained by the Federal Aviation Administration in behalf of the Government, to limit the use of his adjoining lands which fall within the area described by a radius of 1200 feet from the VORTAC antenna, to normal farming and grazing, and not to erect or allow to be erected any additional structures thereon without the written consent of the Government.

2. This lease covers approximately 10.4 acres more or less. Said adjoining land is in the NW 1/4 of NE 1/4 of Section 26, Township 39S, Range 9E, WM. The antenna is located on property owned by the City of Klamath Falls, Oregon, more particularly described as follows:

Commencing at a point on the center line of the NW-SE Runway, said point lying Southeasterly 1664.73 feet from the intersection of said NW-SE center lines with the center line of the E-W Runway; thence Northeasterly 1079 feet at right angle to said runway, to the true point of beginning. Thence continuing along said line 31 feet, thence Southeasterly parallel to the said runway 49 feet, to the center of the antenna.

3. This instrument shall become effective July 1, 1977, and shall remain in force until September 30, 1977, and may, at the option of the Government, be renewed from year to year at the annual rental of FIVE HUNDRED TWENTY AND NO/100 DOLLARS (\$520.00) and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the agreement renewed each year for one year unless the Government gives 30 days 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, And Provided Further, That adequate appropriations are available from year to year for the payment of rentals.

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4. 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.

5. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise to any incorporated company, if the agreement be for the general benefit of such corporation or company.

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

7. This agreement does not require the removal of buildings, fences, or other structures presently on the subject land.

STATE OF Oregon
COUNTY OF Klamath

On this 8 day of August
1977, before me

a Notary Public, in and for the said

County of Klamath, State of

Oregon, duly commissioned

and sworn, personally appeared

Richard J. Walker
known to me to be the person(s) whose

name is subscribed to this instrument

and duly acknowledged to me that

he executed the same.

In witness whereof, I have hereunto

set my hand and affixed my official

seal, the day and year in this agree-

ment written above.

Signed Richard J. Walker

Notary Public in and for the County of

Klamath, State of

Oregon. My commission

expires 1/26/80

Richard J. Walker

5892 Hanley Rd

K Falls, Ore, 97601

Address: _____

ACCEPTED:

THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By: Ernest J. Jaeger

Title: Contracting Officer

Date: August 22, 1977

STATE OF OREGON, COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 8th day of SEPTEMBER A.D., 19 77 at 2:58 o'clock P.M., and duly recorded in Vol. MT7 of DEEDS on Page 16722

FEE \$ 6.00

WM. D. MILNE, County Clerk

By: Glenn J. Jaeger Deputy