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Vol. <sup>m</sup> 78 Page 13729

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
NORTHWEST REGION  
FAA BUILDING, BOEING FIELD  
SEATTLE, WASHINGTON 98108

Contract No. DOT-FA77NW-1004  
Klamath Falls, OR - VORTAC

EASEMENT AGREEMENT

This Easement Agreement, made and entered into this 30<sup>th</sup> day of December, 1977, by and between Loyd and Lola I. Davis, husband and wife, for themselves and their heirs, executors, administrators, successors, and assigns, hereinafter called the Owners, and the United States of America and its assigns, hereinafter called the Government:

W I T N E S S E T H

WHEREAS, Loyd and Lola I. Davis, husband and wife, are the Owners of certain property hereinafter described which includes the area on which the Government desires certain rights and proposes certain limitations for the use of the Department of Transportation, Federal Aviation Administration; and

WHEREAS, the said Owners do hereby grant those rights to the Government and agree to limit their use of a portion of their property as desired by the Government; and

WHEREAS, it is in the best interest of the Government to enter into an agreement whereby the Owners grant those rights and agree to limit the use of a portion of their property which may interfere with the proper operation of the Government's facility; and

WHEREAS, the Government does hereby reimburse said Owners for such perpetual easement agreement by one single payment for the rights to and limits on the use of their property.

NOW THEREFORE, in consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) the receipt of which is hereby acknowledged, the Owners hereby agree to the following restrictions and grant to the Government the following rights and privileges, all as hereinafter limited or defined on the Owners' following described property, hereinafter called the Premises:

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This easement covers approximately 2.2 acres more or less. Said adjoining land is in the NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of Section 26, Township 39 S, Range 9 E, 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 centerline of the NW-SE Runway, said point lying Southeasterly 1,664.73 feet from the intersection of said NW-SE centerlines with the centerline of the E-W Runway; thence Northeasterly 1,079 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.

a. The Owners hereby agree to limit the use of the herein described Premises within a 1,200-foot radius from the center of the Klamath Falls VORTAC facility to normal agricultural operations.

b. The Owners agree not to construct or allow the construction of buildings, structures, metallic irrigation systems (moving or stationary), overhead powerlines, or other obstructions within this 1,200-foot restriction area without obtaining permission from the FAA prior to proceeding with construction.

c. The Owners agree not to construct or allow the construction of wire or metallic fences within a 500-foot radius from the center of the VORTAC facility. Normal farm-type fences may be erected between 500 feet and 1,200 feet from the center of the VORTAC.

d. The Owners hereby warrant that they have acquired and possess adequate right, title, and interest in the Premises herein described and that they are authorized to grant to the Government the rights and interests set forth herein.

e. It is understood and agreed that the Government may at any time exercise its right and privileges contained herein.

f. Notwithstanding any other provision of this agreement, it is understood and agreed that the Government upon sixty (60) days written notice may cancel this agreement at any time and the Owners will not be required to make restitution of any part of the consideration paid hereunder. Further, should the Government cancel this agreement, it shall cause all encumbrances of the Premises to be discharged from the record which this agreement has created, provided further, such written cancellation shall not be unreasonably withheld if the Government's need for this agreement no longer exists.

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

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

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

OWNERS:

Lloyd S. Davis  
LOYD S. DAVIS

Lola Irene Davis  
LOLA I. DAVIS

THE UNITED STATES OF AMERICA

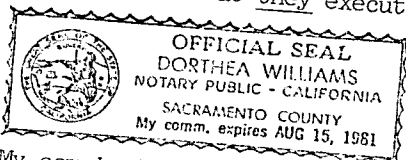
By:

Gordon J. Jaeger  
Title: Contracting Officer

THE STATE OF OREGON

County of Klamath Falls ss.

On this 25 day of August, 1977 before me personally appeared Lloyd S. Davis and Lola I. Davis, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My commission expires on the 15 day of August, A.D., 1981.

STATE OF OREGON; COUNTY OF KLAMATH; ss. :

I hereby certify that the within instrument was received and filed for record on the 27th day of June A.D., 1978 at 9:42 o'clock A M., and duly recorded in Vol. 1478 of Deeds on Page 13729.

FEE \$9.00

WM. D. MILNE, County Clerk

By Bernice H. Smith Deputy