

WAIVER INSTRUMENT

WHEREAS, by Quitclaim Deed dated June 3, 1957, duly recorded, the United States of America, acting by and through the Secretary of Health, Education, and Welfare, acting by and through the Regional Director for Region IX of the Department of Health, Education, and Welfare, pursuant to the authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, conveyed to the County of Klamath in the State of Oregon a tract of land of approximately 86.41 acres, particularly described in said Quitclaim Deed; and

WHEREAS, said conveyance was made expressly subject to the right of the United States of America to the full and unrestricted possession, control, and use of the said tract of land during any period of national emergency; and

WHEREAS, the County of Klamath in the State of Oregon has now sought waiver of the aforementioned right of the United States to use of the tract of land during national emergency; and

WHEREAS, the United States Department of Defense has exercised the necessary authority permitting the waiver of the aforementioned right of the United States to use of the tract of land during national emergency, and the United States of America now wishes to waive this right to use of the tract of land during national emergency;

NOW THEREFORE, the United States of America acting by and through the Secretary of Health, Education, and Welfare, acting by and through the Chief, Real Property Management, Department of Health, Education, and Welfare,

'80 MAR 28 AM 11 20

m/ku


Region X, hereby waives the following condition set forth in the aforementioned Quitclaim Deed of June 3, 1957:

The said GRANTEE by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that the UNITED STATES OF AMERICA shall have the right during any period of emergency declared by the President of the United States or by the Congress of the United States to the full unrestricted possession, control and use of the property hereby conveyed, or of any portion thereof, including any additions or improvements thereto made subsequent to this conveyance. Prior to the expiration or termination of the period of restricted use by the GRANTEE, such use may be either exclusive or nonexclusive and shall not impose any obligation upon the Government to pay rent or any other fees or charges during the period of emergency, except that the Government shall (i) bear the entire cost of maintenance of such portion of the property used by it exclusively or over which it may have exclusive possession or control, (ii) pay the fair share, commensurate with the use, of the cost of maintenance of such of the property as it may use nonexclusively or over which it may have nonexclusive possession or control, (iii) pay a fair rental for the use of improvements or additions to the premises made by the said GRANTEE without Government aid, and (iv) be responsible for any damage to the property caused by its use, reasonable wear and tear, and acts of God and the common enemy excepted.

IN WITNESS WHEREOF, the United States of America
hereby causes this instrument to be executed and
effective as of the date shown below:

DATE: March 24, 1980

UNITED STATES OF AMERICA,
Acting by and through
the Secretary of Health,
Education, and Welfare:


Geo. E. Hoops, Chief
Real Property Management
Department of Health,
Education, and Welfare
Region X
Seattle, Washington

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this ____ day of March, 1980, before me personally
appeared GEO. E. HOOPS, known to me to be the Chief of
Real Property Management for Region X of the United
States Department of Health, Education, and Welfare,
and known to me to be the person who executed the
accompanying Waiver Instrument on behalf of the Secretary
of Health, Education, and Welfare for the United States
of America, and he acknowledged to me that he subscribed
to this Waiver Instrument in the name of the United
States of America and the Secretary of Health, Education,
and Welfare.

In witness whereof, I have signed my name and
affixed my official seal on the date shown above.



P.K. Alshem
Notary Public in and for
the State of Washington,
residing at Seattle

My commission expires:

January 26, 1980

Wiamath Experiment Station
PO Box 399
Klamath Falls, Or. 97601
STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 23th day of
March A.D., 19 80 at 11:20 o'clock A M., and duly recorded in Vol. 1130
of Deeds on Page 537.

FEE none

WM. D. MILNE, County Clerk
By Bonnie A. Hester Deputy