



80048

Ref. U.S. Department
of Transportation
Federal Aviation
Administration

Vol. 1487 Page 17931

NORTHWEST MOUNTAIN REGION
REAL ESTATE & UTILITIES BRANCH
17900 PACIFIC HIGHWAY SOUTH
C-68966
SEATTLE, WASHINGTON 98168

LEASE

Lease No.: DTFA11-87-L-00105
VORTAC Restrictive Easement
Klamath Falls, Oregon

between

GUY AND ROBIN TORGERSEN

and

THE UNITED STATES OF AMERICA

This LEASE, made and entered into this
in the year one thousand nine hundred and eighty-seven
by and between Guy and Robin Torgersen
8208 Homedale Road
whose address is Klamath Falls, Oregon 97603

21st day of September

for
hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter called the Government:

heirs, executors, administrators, successors, and assigns,

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. For the term beginning October 1, 1987 and ending September 30, 19 88 the Lessor hereby leases to the Government the following described property, hereinafter called the restrictive easement area:

A parcel of land containing 10.4 acres more or less which lies within a 1200 foot radius of the center of the VORTAC antenna. Said VORTAC antenna is located in the NW1/4 of the NE1/4 of Section 26, Township 39S, Range 9E, WM and is further 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.

The restrictive easement described hereinabove is shown on Exhibit "A" which is attached and made a part hereof by reference.

a. ~~Together with a right-of-way for ingress to and egress from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line or pole lines for extending electric power, and telecommunications facilities to the premises; and right-of-way for subsurface power, communication and water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government.~~

b. ~~And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of air navigation and telecommunications facilities.~~

~~And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.~~

2. This lease 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 lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option before this lease or any renewal thereof expires; PROVIDED that no renewal shall extend this lease beyond the 30th day of September 88 * : AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.

* 2007 1997 Rt. 244

3. The Government shall pay the Lessor rental for the premises in the amount of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00) for the term set forth in Article 1 above, and

\$750.00 per year for each annual renewal exercised by the Government hereafter. Payments shall be made in arrears at the end of each lease year without the submission of invoices or vouchers.

4. The Government may terminate this lease, in whole or in part, at any time by giving at least thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be sent by certified or registered mail.

5. ~~The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor by written notice at least~~ days before the date of expiration or termination requests restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either (1) restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease (changes to the premises in accordance with paragraph 1.(a), 1.(b) and 1.(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or (2) make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. Failure to agree to any such equitable adjustment shall be a dispute concerning a question of fact within the meaning of Clause 6 of this lease.

6. (a) This lease is subject to the Contract Disputes Act of 1978 (Public Law 95-563).

(b) Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved in accordance with this clause.

(c) (i) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of lease terms, or other relief, arising under or relating to this lease.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.

(iii) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the Lessor shall be subject to a decision by the Contracting Officer.

(d) For Lessor claims of more than \$50,000, the Lessor shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and the amount requested accurately reflects the lease adjustment for which the Lessor believes the Government is liable. The certification shall be executed by the Lessor if an individual. When the Lessor is not an individual, the certification shall be executed by a senior company official in charge at the Lessor plant or location involved, or by an officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.

(e) For Lessors claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For Lessor claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Lessor of the date when the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

(g) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies of the Executive Branch of the Federal Government are expressly authorized to decide.

(h) Interest on the amount found due on a Lessor claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment. Interest on the amount found due on a Government claim shall be paid from the date the claim is received by the Lessor until the date of payment. Interest shall be computed at ten percent (10%) per annum on the basis of a 365 or 366 day year, whichever applies.

(i) Except as the parties may otherwise agree, pending final resolution of a claim by the Lessor arising under the lease, the Lessor shall proceed diligently with the performance of the lease and its terms in accordance with the Contracting Officer's decision.

7. No Member of Congress or Resident Commissioner shall be admitted to any share or part of this lease, or to any benefit to arise therefrom.

8. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease 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 Lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability, or in its discretion to deduct from amounts otherwise due under this lease or other consideration, the full amount of such commission, brokerage, percentage, or contingent fee.

9. All notices sent to the parties under the lease shall be addressed as follows:

To the Lessor: Same as Page 1.

To the Government: Same as Page 1.

10. This lease is subject to the additional provisions set forth below, or attached hereto and incorporated herein. These additional provisions are identified as follows:

a. The following restrictions shall apply within the restrictive area:

No structure, building, tower, metallic fence, pole or pole lines, or growth of trees or high shrubs shall be installed, erected or grown, or allowed to be installed, erected or grown without prior written consent of the Government; existing structures, buildings, fencing, trees and shrubs excepted. No metallic fences shall be altered without prior written consent of the Government. No vehicles or equipment shall be parked within the restrictive area. Normal farming and grazing operations are allowed.

b. Irrelevant wording in Article 1 and 4 was deleted; Articles 1a,b,c and 5 were deleted in their entirety; and Articles 10a and b were added prior to the signing of this lease by either party.

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

~~As the holder of a mortgage, dated _____,~~

~~_____ , recorded in volume _____,~~

~~_____ , pages _____,~~

~~against the above-described premises, the undersigned hereby consents to the foregoing lease and agrees that, if while the lease is in force the mortgage is foreclosed, the foreclosure shall not void the lease.~~

~~(Mortgagee)~~

Ray C. Longman (Lessor)

Robert M. Dyerse (Lessor)

(Lessor)

(Lessor)

(Lessor)

(Lessor)

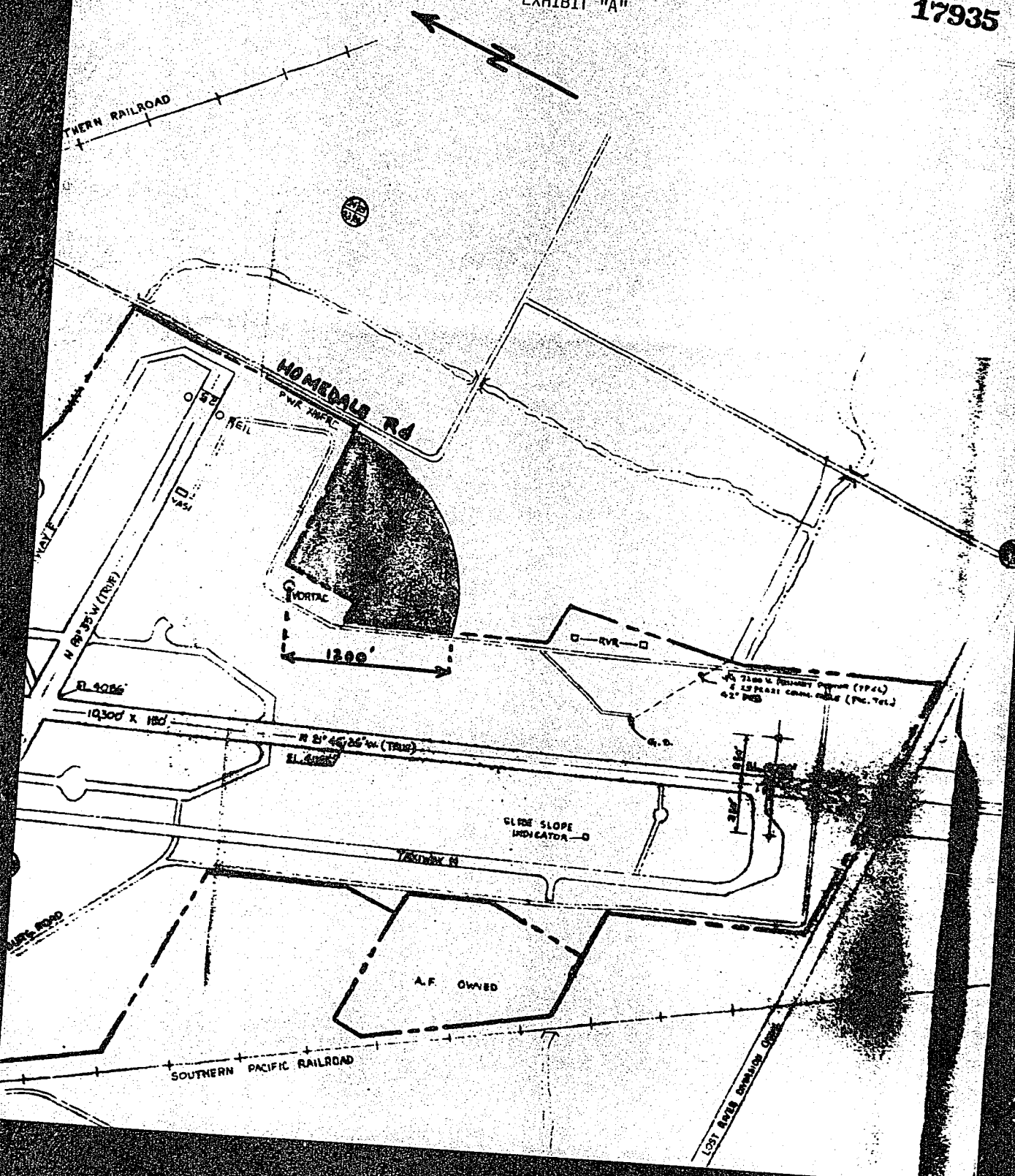
THE UNITED STATES OF AMERICA

By LoRay J. Shuley

This Contracting Officer

EXHIBIT "A"

17935



SEP 18 1987

17936

STATE OF

Oregon

SS

COUNTY OF

Klamath

On the 16th day of September, 19 87, before me

Kathryn Morris

, a Notary Public, in and for the said

County of

Klamath

State of

Oregon

duly

commissioned and sworn, personally appeared Guy Torgersen and Robin

Torgersen

know to me to be the persons whose names ^{are} subscribed

to the within instrument and that they duly acknowledged to me that they executed the same.

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

(Signed)

Notary Public in and for Klamath County

of

Klamath

State of

Oregon

My Commission Expires: 7/10/91

STATE OF OREGON,
County of Klamath

ss.

Filed for record at request of:

on this 2nd day of October A.D., 19 87
at 11:36 o'clock A M. and duly recorded
in Vol. M87 of Deeds Page 17931
By Evelyn Biehn County Clerk
By [Signature] Deputy

Fee, \$25.00