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*Rel:*  
 DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 NORTHWEST MOUNTAIN REGION  
 17900 PACIFIC HIGHWAY SOUTH, C-68966  
 SEATTLE, WASHINGTON 98168

Lease No. DTFA11-90-L-00180  
 RCAG Right of Way  
 Klamath Falls, Oregon

## LEASE

between

W. C. RANCH, INC.

and

THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this 15<sup>th</sup> day of June,  
 in the year one thousand nine hundred and ninety, by and between W.C.  
 Ranch Inc., whose address is: 17356 Hill Road, Klamath Falls, OR 97603,  
 for itself or its successors, and assigns, hereinafter referred to as the  
 Lessor and the United States of America, hereinafter referred to as the  
 Government:

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

## 1. TERM.

For the term beginning October 1, 1990, and ending September 30, 1991,  
 the Lessor hereby leases to the Government the following described  
 property, hereinafter referred to as the premises, viz:

Approximately 1.0 acre of land developed as a roadway located in the  
 E 1/2, SW 1/4, Sec 10, T.40S, R.10E, W.M., Klamath Falls, Oregon, and  
 to use the approximate 0.2 mile of roadway leading from a point on  
 the West line of the E 1/2, SW 1/4, Sec. 10, more fully described as  
 follows:

Beginning at a point on the West line of the E 1/2, SW 1/4, Sec. 10,  
 said point of beginning on a bearing N 00° 04' 32" E 855 feet, more or  
 less, from the SW corner of the E 1/2 of the SW 1/4; thence S 19° 50'  
 E 97.7 feet; thence S 20° 00' E 197.8 feet; thence S 21° 35' E 346.2  
 feet; thence S 35° 14' E 98.9 feet; thence 41° 10' E 197.8 feet;  
 thence S 43° 27' E 16 feet, more or less, to a point on the South  
 line of the E 1/2 of the SW 1/4, Sec. 10.

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(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or 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 Government facilities.

## 2. RENEWAL.

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 thereof shall extend the period of occupancy of the premises beyond the 30th day of September, 1995; AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.

## 3. CONSIDERATION.

The Government shall pay the Lessor rental for the premises in the amount of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) for the term set forth in Article 1 above; and ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per fiscal year for each annual renewal exercised by the Government hereafter. Payments shall be made in arrears at the end of each fiscal year without the submission of invoices or vouchers.

## 4. TERMINATION.

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. RESTORATION.

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.

Upon the termination 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.

#### 6. PROMPT PAYMENT.

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered paid on the day a check is dated or an electronic funds transfer is made.

(a) Rent shall be paid annually in arrears and will be due on the first workday of the month following the payment period.

(b) An interest penalty shall be paid automatically by the Government, without request from the Lessor, if payment is not made within 15 days of the due date.

(1) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1, and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(2) Interest penalties will not accrue after the filing of a claim for such penalties under the Disputes clause or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(3) Interest penalties are not required on payment delays due to disagreement between the Government and Lessor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the Disputes clause. (552.232-71) (Jan. 1989)

#### 7. CLAUSES INCORPORATED BY REFERENCE. (52.252.2) (JUN 1988)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.203-1  
52.203-3  
52.203-5  
52.203-7  
52.233-1

OFFICIALS NOT TO BENEFIT. (APR 1984)  
GRATUITIES. (APR 1984)  
COVENANT AGAINST CONTINGENT FEES. (APR 1984)  
ANTI-KICKBACK PROCEDURES. (OCT 1988)  
DISPUTES. (APR 1984)

## 7. NOTICES.

All notices shall be in writing and sent by United States Certified or Registered mail, return receipt requested, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice to the other):

TO LESSOR: Mr. John Dey, Vice-President,  
W.C. Ranch, Inc.  
17356 Hill Road  
Klamath Falls, OR 97603

TO GOVERNMENT: Federal Aviation Administration  
17900 Pacific Highway South, ANM-56  
C-68966  
Seattle, WA 98168

General correspondence may be forwarded to the above address via first class mail.

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  
under-signed 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)

W.C. Ranch, Inc. Co. (Lessor)  
John W. Dey, V.P. (Lessor)

\_\_\_\_\_  
(Lessor)

\_\_\_\_\_  
(Lessor)

\_\_\_\_\_  
(Lessor)

The United States of America

By Deborah H. Christin

Title Contracting Officer

Date June 15, 1990

STATE OF Oregon )  
COUNTY OF Klamath ) SS

On this 12th day of June, 1990, before me

Barbara Hanson, a Notary Public, in and for the said

County of Klamath, State of Oregon, duly

commissioned and sworn, personally appeared

John Day  
Name of Signatory

Vice President of W. Ranch, Inc.  
title known to me to be the person

whose name is subscribed to the within instrument and he duly acknowledged

to me that he executed the same.

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

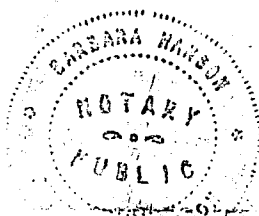
(Signed) Barbara Hanson

Notary Public in and for the County

of Klamath, State of

Oregon.

My Commission Expires: 8/29/90.



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of U.S. Dept. of Transportation the 6th day  
of July A.D., 19 90 at 11:23 o'clock A.M., and duly recorded in Vol. M90,  
of Deeds on Page 13307

FEE \$28.00

Evelyn Biehn County Clerk

By Barbara Hanson