

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
NORTHWEST MOUNTAIN REGION  
1601 LIND AVENUE S.W.  
RENTON, WASHINGTON 98055-4056

96 MAR 29 A10:29

LEASE NO. DTFA11-95-L-15281

RCAG RIGHT OF WAY

LOCATED AT KLAMATH FALLS, OREGON

between

CLACKAMAS COMMUNICATIONS, INC.

and

THE UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

**PLEASE RETURN TO:**  
FAA, ANM-56  
Real Estate & Utilities Branch  
1601 Lind Ave S.W.  
Renton, WA 98055-4056

THIS LEASE, made and entered into by and between Clackamas Communications, Inc., an Oregon Corporation, whose address is P.O. Box 22169, Milwaukie, Oregon 97222, for itself 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. DESCRIPTION.

The Lessor hereby leases to the Government a non exclusive right of way to travel across the following described premises:

Approximately 1.0 acre of land developed as a roadway and located in the East 1/2 of the Southwest 1/4 of Section 10, Township 40 South, Range 10 East, Willamette Meridian, Klamath Falls, Oregon, and the use of the approximate 0.02 mile of roadway leading from a point on the West line of the East 1/2 of the Southwest 1/4 of Section 10, more fully described as follows:

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Beginning at a point on the West line of the East 1/2 of the Southwest 1/4 of Section 10, said point being on a bearing North 0° 04' 32" East, 885 feet, more or less, from the Southwest corner of the East 1/2 of the Southwest 1/4; thence South 19° 50' East, 97.7 feet; thence South 20° 00' East, 197.8 feet; thence South 21° 35' East, 346.2 feet; thence South 35° 14' East, 98.9 feet; thence South 41° 10' East, 197.8 feet; thence South 43° 27' East, 16 feet, more or less, to a point on the South line of the East 1/2 of the Southwest 1/4 of Section 10.

2. TERM.

To have and to hold said premises with their appurtenances, for the term beginning October 1, 1995, through September 30, 1996, subject to termination and renewal rights as may be hereinafter set forth.

3. CONSIDERATION.

The Government shall pay the Lessor rental for the premises in the amount of Two Hundred and Fifty and 00/100 (\$250.00) for the term set forth in Article 1 above, and Two Hundred and Fifty and 00/100 (\$250.00) per year for each annual renewal exercised by the Government hereafter. Payment shall be made in arrears at the end of each year without the submission of invoices or vouchers. Rental checks shall be made payable to:

Clackamas Communications, Inc.  
P.O. Box 22169  
Milwaukie, Oregon 97222

The annual consideration specified in this agreement is based on average annual repair costs of approximately One Thousand Dollars per year, and use of the leased premises by the Government to reach the adjoining Bureau of Land Management property where the Government's equipment is located, and the use of the Lessor's underlying property by three other tenants. If the Lessor allows additional users to travel the leased premises, Lessor shall notify the Government of such use, and the annual consideration due to the Lessor from the Government shall be pro-rated to reflect the additional leased premises use by Lessor's additional right of way users. The Government shall not contribute to the cost of repair or restoration of the leased premises beyond ordinary wear and tear unless it is jointly determined by the Lessor and the Government that the Government caused extraordinary damage to the leased premises.

4. 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, 2005 and provided further that adequate appropriations are available from year to year for the payment of rentals.

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5. 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 certified or registered mail.

6. HOLDOVER

If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid monthly, in arrears on a prorated basis, at the rate paid during the lease term. At no time will this period exceed six months.

7. QUIET ENJOYMENT

The Lessor warrants that it has good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims. The Lessor shall have the right to install gates on Lessor's property, provided the Government has access through said gates at all times.

8. INDEMNIFICATION

With regard to any liability which may arise under this lease, each party expressly agrees it shall be solely and exclusively liable for the negligence of its own agents, servants and/or employees, in accordance with applicable law, and that neither party looks to the other to save it or hold it harmless for the consequences of any negligence on the part of its own agents, servants or employees.

9. HAZARDOUS SUBSTANCE CONTAMINATION

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the Government's facilities. The Lessor agrees to remediate, at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the Government's facilities.

10. CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following Federal Acquisition Regulation (48 CFR, Chapter 1) 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.

52.203-3	GRATUITIES	OCTOBER 1995
52.203-5	COVENANT AGAINST CONTINGENT FEES	OCTOBER 1995
52.203-7	ANTI-KICKBACK PROCEDURES	OCTOBER 1995
52.233-1	DISPUTES	OCTOBER 1995

11. 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:

Clackamas Communications, Inc.  
P.O. Box 22169  
Milwaukie, Oregon 97222  
Telephone: (503) 659-1240

TO GOVERNMENT:

Federal Aviation Administration  
Northwest Mountain Region, ANM-56  
1601 Lind Avenue S. W.  
Renton, Washington 98055-4056  
Telephone: (206) 227-2056

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

The Lessor and Government hereby agree to the provisions of this lease as indicated by the signatures herein below of their duly authorized representative(s). This lease is entered into upon the date of execution by the last party thereof.

**CLACKAMAS  
COMMUNICATIONS, INC.**

By: *Andrew L. Ray*  
Title: President  
Date: 1-3-96

**UNITED STATES OF AMERICA**

By: *Mona Landers*  
Title: Lead Realty Specialist  
Date: 1/10/96

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## CERTIFICATION OF SIGNATURE CERTIFICATION

I, Don Miller certify that I am the Operations Manager of Clackamas Communications, Inc., an Oregon Corporation named as Lessor in Lease No. DTFA11-95-L-15281; and that Gordon D. Day who signed said Lease No. DTFA11-95-L-15281 on behalf of Clackamas Communications, Inc., an Oregon Corporation, was then president of said Clackamas Communications, Inc., an Oregon Corporation and that said Lease No. DTFA11-95-L-15281 was duly signed for and in behalf of said Clackamas Communications, Inc., an Oregon Corporation by authority of its governing body, and is within the scope of its powers.

Done this 3 day of Jan., 19 96.

By: Don MillerTitle: Operations Manager

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Federal Aviation Administration the 29th day of March A.D., 19 96 at 10:29 o'clock A M., and duly recorded in Vol. M96 of Deeds on Page 8764.

FEE \$50.00  
4.00/cc

Bernetha G. Letsch, County Clerk  
By Cheryl Swartz