

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

**OUT-LEASE****NO. DTFA11-97-J-16418**

NMR NO. 418971

between

UNITED STATES OF AMERICA  
ACTING THROUGH THE  
FEDERAL AVIATION ADMINISTRATION

and

**US WEST COMMUNICATIONS, Inc.****RCAG Site**

Located at

**STUKEL MOUNTAIN  
KLAMATH FALLS, OREGON**

This Lease is entered into between the UNITED STATES OF AMERICA, hereinafter referred to as the Government, and US WEST COMMUNICATIONS, INC., hereinafter referred to as US WEST.

**W I T N E S S E T H**

WHEREAS, the FAA occupies public domain land under an agreement with the Bureau of Land Management, and operates a Remote Center Air/Ground Communication (RCAG) facility near Klamath Falls, Oregon, and is willing to share a portion of the facility with US WEST on a reimbursable basis; and

WHEREAS, US WEST has requested joint use of said facility for the installation, operation and maintenance of their communications equipment; and

WHEREAS, Section 302 (k) of the Federal Aviation Act of 1958 (49 U.S.C. 1342 and 1343) as amended, authorizes the furnishing of supplies, equipment and services by FAA to non-governmental agencies on a reimbursable basis.

98 MAR -6 AOC 51

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein, the FAA and US WEST agree as follows:

**ARTICLE 1 - DESCRIPTION OF PROJECT**

A. The FAA shall:

1. Permit US WEST to continue to operate, maintain and locate a digital radio and battery pack in the RCAG building operating in the 2ghz common carrier band with 0.65 watt output power. The radio equipment and battery pack will occupy two equipment rack spaces approximately 13 inches deep, 65 inches wide, and 7 feet in height within the RCAG building.

2. Permit US WEST to continue to locate a 6-foot grid antenna on a single pole approximately 20 feet in height alongside the RCAG building.

B. US WEST shall:

1. Continue to supply its own electrical power through a separate meter.

2. Repair, replace, or pay for any damage resulting to FAA facilities during the US WEST installation, operation and/or maintenance of US WEST equipment.

3. Insure that all locks, lighting, and protective measures are in the original condition when US WEST representatives leave the site.

4. Continue to secure the necessary rights to use the existing FAA roadway to the RCAG site from the Bureau of Land Management and other private parties over whose land the FAA roadway is constructed.

5. Take corrective action upon request from the FAA, should any adverse effect occur due to the installation, and operation of its communication system, including immediate removal if necessary.

6. Acknowledge that use, movement or other tampering with FAA or other items not the property of US WEST is not authorized and will constitute grounds for termination of this agreement.

7. Identify to the FAA office indicated below, in writing, the names, job titles, addresses, and telephone numbers

of the individuals who will require access to the facility prior to such access being authorized. No personnel other than the designated authorized representatives will be permitted access to the facility. All access to the site shall be coordinated with the Southern Oregon System Support Center Manager indicated below:

Manager  
Southern Oregon System Support Center  
Federal Aviation Administration  
3650 Biddle Road  
Medford, Oregon 97504  
Tele: (541) 776-4307

ARTICLE II - TERM OF OUT-LEASE

A. The term of this Out-Lease is from October 1, 1997, through September 30, 2002.

b. This Out-Lease supersedes any previous agreements or leases between the parties on the subject matter set forth and is effective October 1, 1997.

C. This Out-Lease may be terminated by the FAA or US WEST at any time provided the terminating party gives at least thirty (30) days notice in writing to the other party and provided also that the termination shall in no way affect any obligations incurred under the out-lease until full settlement has been made.

ARTICLE III - REIMBURSEMENT

A. US WEST shall pay the FAA for the use of the premises a rental in the amount of NINE HUNDRED FIFTY DOLLARS (\$950.00) per annum.

ARTICLE IV - BILLING AND CORRESPONDENCE

A. Billings and correspondence sent to US WEST by the FAA shall be submitted to:

Jack Piatt, Manager  
Real Estate Department  
421 S.W. Oak Street, Room 4N13  
Portland, Oregon 97204  
Tele: (503) 242-6865

B. Payments to the FAA shall be submitted to:

FAA, AWP-26B  
DTFA11-97-J-16417 /NMR NO. 418971  
P.O. Box 92007  
World Way Postal Center  
Los Angeles, California 90009

C. All other correspondence sent to FAA by US WEST shall be submitted to:

Deborah L. Christin  
Contracting Officer  
Acquisition Management Branch  
Federal Aviation Administration  
1601 Lind Avenue S.W.  
Renton, Washington 98055-4056  
Tele: (206) 227-2056

D. Payments for billings are due within thirty (30) days of receipt of the invoice. Late charges will be assessed on delinquent payments in accordance with U.S. Treasury Regulations (Treasury Fiscal Requirements Manual Sections 6-8020.20). Late charges are computed by multiplying the amount of the overdue payment by the percentage rate prescribed quarterly by the Treasury Department for each 30 day period, or portion thereof, during which payments are overdue.

#### ARTICLE V - AMENDMENTS

A. Either party may request an amendment to this Out-Lease.

B. Any amendment, modification, or change to this Out-Lease shall be valid and effective only if in writing and executed by the representatives occupying the same or equivalent positions as indicated in the signature blocks below.

#### ARTICLE VI - LIABILITY

US WEST shall defend any suit brought against the United States, the FAA, or any instrument or officer of the United States, arising out of the US WEST use of Government facilities in connection with this Out-Lease. US WEST will hold the United States harmless against any claim by US WEST, or any representative thereof, or third persons, for personal injury, death, or property damage arising out of use of the Government facilities in connection with this Out-Lease. Provided further, US WEST shall not be responsible for any such loss, injury, or

facilities in connection with this Out-Lease. Provided further, US WEST shall not be responsible for any such loss, injury, or damage, or claims therefore, resulting from the negligence or wrongful act or omission of any employee of the FAA incident to the provisions of services described herein.

#### ARTICLE VII - HAZARDOUS SUBSTANCE CONTAMINATION

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the premises found to be the direct result of the installation, operation, and maintenance of the Government's facilities. US WEST agrees to remediate, at its sole cost, all hazardous substance contamination found to be the direct result of the installation, operation, and maintenance of US WEST facilities on the premises

#### ARTICLE VII - CLAUSES

##### A. Officials Not To Benefit.

No member of Congress or resident commissioner shall be admitted to any share of this lease, or to any benefit to arise therefrom.

##### B. Protests and Disputes

All lease disputes arising under or related to this out-lease or protests concerning awards of out-leases shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial Review, where applicable, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after all administrative remedies for resolving a lease dispute under the FAA Dispute Resolution System have been exhausted. Protests must be filed with the Office of Dispute Resolution within 5 calendar days of the date that the protester was aware, or should reasonably have been aware, of the agency action or inaction which forms the basis of the protest. Information relating to submitting a protest or dispute will be provided by the Contracting Officer, upon request.

The Government and US WEST hereby agree to the provisions of this OUT-LEASE as indicated by the signatures herein below of their duly authorized representatives. This Out-Lease is effective as of October 1, 1997.

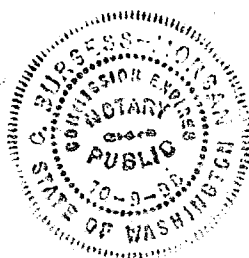
UNITED STATES OF AMERICA

LESSEE: U S WEST Communications, Inc.

By: [Signature]Title: Contracting OfficerDate: 10-29-97By: [Signature]Title: Attorney in FactDate: 9/2/97

## CORPORATE CERTIFICATE

I, Carole Burgess-Morgan, certify that I am the Notary Public of the corporation named in the attached Out-Lease; that David Sompien who signed on behalf of the corporation was then Attorney In Fact of said corporation; that said Out-Lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



Burgess-Morgan  
Notary Public in and for the  
State of ~~Oregon~~ <sup>Washington</sup> residing in  
Synnwood

My commission Expires October 9, 1998

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Federal Aviation Administration the 6th day  
of March A.D., 19 98 at 10:51 o'clock A M., and duly recorded in Vol. M98  
of Deeds on Page 7213

FEE \$55.00

By Bernetha G. Letsch, County Clerk  
Kathleen K. Ross