

01 JUL 19 PM2:11

FEDERAL AVIATION ADMINISTRATION
LAND LEASE

U.S. Department
of Transportation

Vol M01 Page 35401

Lease No. DTFA11-01-L-00557

LEASE

Between

Harold D. Streeby

and

THE UNITED STATES OF AMERICA

THIS LEASE, which replaces lease number DTFA11-87-L-00105, is made and entered into this 28 day of June, in the year 2001, by and between Harold D. Streeby whose address is: P.O. Box 104, Klamath Falls, OR, 97601 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. PREMISES

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, viz:

An easement restricting the use and utility of the property described as follows:

A 10.4 acre portion of an arc contained within a tract of land situated in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being the Northerly 750 feet of that parcel of land described in recorded Contract M76 page 13093 of the Klamath county Deed Records, said tract of land being more particularly described as follows:

Beginning at the Northeast 1/16 corner which bears South 45° 10' 13" West 1885.21 feet from the Northeast corner of said Section 26, thence South 00° 03' 51" West, along the East line of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$, 750.00 feet to a 5/8 inch iron pin with plastic cap, thence South 89° 58' 04" West 1010.93 feet to a 5/8 inch iron pin with plastic cap on the Easterly line of that tract of land described in Deed Volume 272 page 310 of said Klamath county Deed Records, thence North 21°54'13" West 808.17 feet to a 1/2 inch iron pin on the North line of said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, thence North 89°58'04" East 1313.25 feet to the point of beginning, with bearings based on Survey No. 1957 as recorded in the office of the Klamath County Surveyor.

Said arc being described as:

A parcel of land that lies within a 1,200 foot radius of the center of the Klamath Falls Airport VORTAC antenna. Said VORTAC antenna is located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 39 South, Range 9 East, Willamette Meridian 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 line with the center line of the E-W Runway, thence Northeasterly 1079 feet at a 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 restrictions for the property described above are detailed on Exhibit "A" attached hereto and incorporated herein by reference.

HI✓

2. TERM

To have and to hold said premises with their appurtenances for the term beginning October 1, 2000 through September 30, 2005, inclusive; PROVIDED, that adequate appropriations are available from year to year for the payment of rentals. The Government may terminate this lease, in whole or in part, at any time on or after October 1, 2002, by giving thirty (30) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. (10/96)

3. CONSIDERATION

The Government shall pay the Lessor rental for the premises in the amount of \$1,250 per year. Payments shall be made in arrears at the end of each year without the submission of invoices or vouchers. In addition to the above annual payments, a one-time payment will be made in arrears for fiscal years 1998, 1999 and 2000, at the rate of \$1,250 per year. This one-time payment shall be processed immediately upon execution of this lease. All payments are subject to available appropriations. Payment shall be considered paid on the day a check is dated or an electronic funds transfer is made. (10/96)

4. RESTORATION

The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor provides written notice, prior to the date of expiration or termination, requesting 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:

(a) 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,

(b) 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. (10/96)

5. INTERFERENCE WITH GOVERNMENT OPERATIONS

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature or to install or allow to be installed any electronic equipment on the site or adjacent land owned by the Lessor that may interfere with the proper operation of the facilities installed by the Government under the terms of this lease, as described on Exhibit "A," without obtaining prior written consent from the Contracting Officer. (10/96)

6. 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 VORTAC facility. 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 the VORTAC facility. (05/00)

7. QUIET ENJOYMENT

The Lessor warrants that they have 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. (10/96)

8. 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 day to day basis. Rent shall be paid monthly, in arrears on a prorated basis, at the rate

paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee or vacated the leased premises. (10/96)

9. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit. (10/96)

10. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee. (10/96)

11. ANTI-KICKBACK

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor. (10/96)

12. PROTEST AND DISPUTES

All contract disputes arising under or related to this contract or protests concerning awards of contracts shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, 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 a contractor or offeror has exhausted their administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System. 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. Unless otherwise stated in this contract dispute by the contractor against the government shall be submitted to the Contracting Officer within 1 year after the accrual of the contract dispute. Information relating to submitting a protest or dispute will be provided by the Contracting Officer, upon request. (10/96)

13. ASSIGNMENT OF CLAIMS

Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease. (10/96)

14. EXAMINATION OF RECORDS

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Contractor's directly pertinent books, documents, paper, or other records involving transactions related to this contract. (10/96)

15. ELETRONIC FUNDS TRANSFER (EFT) PAYMENT

Payments by the Government under this contract, will be made by electronic funds transfer (EFT). At the option of the Government payments may be made by check or other means. When payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. EFT refers to funds transfer and information transfer.

The Government is not required to make any payment under this contract until after receipt, by the Contracting Officer of the correct EFT payment information. However, in the event the lessor certifies in writing to the Contracting Officer that the lessor does not have an account with a financial institution or an authorized payment agent, payment may be made by other than EFT.

Prior to the first payment under this contract, the lessor (vendor) shall provide the information required to make contract payment by EFT, directly to the Government payment office named in this contract. A single bank or financial agent must be designated, capable of receiving and processing the electronic funds transfer using the method below. In the event that the EFT information changes, the contractor shall be responsible for providing the changed information to the designated payment office. The lessor shall pay all fees and charges for receipt and processing of EFTs.

The Government will make payments by EFT through an Automated Clearing House (ACH) however, the Federal Reserve Wire Transfer System may be used at the Government's option. The attached form "Vendor/Miscellaneous Payment Information Form" must have the sections "Payee/Company Information" and "Financial Institution Information" completed prior to award. Do not complete the Vendor/Miscellaneous Payment Information Form until instructed to do so.

The Lessor agrees that the lessor's bank or financial agent may notify the Government of a change to the routing transit number, contractor account number, or account type. (11/97) (See Attached Form)

16. LESSOR'S SUCCESSORS

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns. (10/96)

17. NOTICES

All notices/correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other) (10/96):

TO LESSOR: Harold D. Streeby
P.O. Box 104
Klamath Falls, OR 97601

TO GOVERNMENT: Federal Aviation Administration
Northwest Mountain Region
1601 Lind Avenue, SW
Suite 340
Renton, WA 98055-4056

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

LESSOR

Harold D. Streeby
(Signature)
Property owner
(Official Title)

Date: 6-28-01

UNITED STATES OF AMERICA

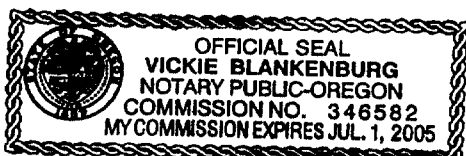
LeRoy Hulley
(Signature)
Contracting Officer
(Official Title)

Date: 7/5/01

STATE OF OREGON, County of Klamath ss.

On June 28, 2001 personally appeared the above named Harold Streeby and
acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: Vickie Blankenburg
Notary Public for Oregon
My commission expires: 7/01/05



Official Seal

VORTAC restrictive easement requirements:

General: All obstructions within 1000 feet of the antenna are to be removed except as noted below. Normal crop raising and grazing operation may be permitted in this area.

- a. **Trees and Forests:** Single trees of moderate height (up to 30 feet) may be tolerated beyond 500 feet, but no closer. No groups of trees should be within a 1000-foot radius or subtend a vertical angle of more than 2 degrees.
- b. **Wire fences:** ordinary farm-type wire fences about 4-feet high are not permitted within 200 feet of the antenna; fences of the chain type (6 feet or more in height) are not permitted within 500 feet of the antenna; beyond these distances no wire fence should extend more than 0.5 degrees above the horizontal, measured from the antenna.
- c. **Power and Control Lines:** No overhead conductors (including possible future construction), except for extensions serving the site, should be permitted within 1200 feet of the antenna.

Other than the foregoing, there should be no lines or supporting structures so located that they subtend a vertical angle (measured from ground elevation at the site) of greater than 1.5 degrees. In addition, no conductor should extend more than 0.5 degrees above the horizontal plane containing the antennae, unless they are essentially radial (within ± 10 degrees) to the antenna array.
- d. **Structures:** No structures should be permitted within 1000 feet of the antennae. All structures that are partly or entirely metallic shall subtend vertical angles of 1.2 degrees or less, measured from ground elevation at the antenna site. Wooden structures with negligible metallic content and little prospect of future metallic additions (such as roofs and wiring) may be tolerated if subtending vertical angles of less than 2.5 degrees.

State of Oregon, County of Klamath

Recorded 07/19/01 at 2:11 P. m.

In Vol. M01 Page 35401

Linda Smith,

County Clerk Fee\$ 41⁰⁰

Exhibit "A"

Lease No. DTFA11-01-L-00557