

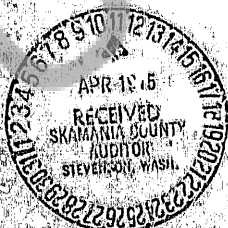
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BOOK 5 PAGE 541

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERSLEASE NO. D-57-5-75-188 CIV. ENG. North Pacific DIVISION
Portland DISTRICTLAND LEASE
BETWEENEVELYN
PAUL D. FANDREIAND
THE UNITED STATES OF AMERICATHIS LEASE, made and entered into this 3 day of April
by the year one thousand nine hundred and seventy-five by and betweenEvelyn
Paul D. Fandrei
whose address is P. O. Box 106, Stevenson, WA 98649and whose interest in the property hereinafter described is that of Fee owner
for heirs, executors,
administrators, successors, and assigns, hereinafter called Lessor, and THE UNITED STATES
OF AMERICA, hereinafter called the Government:WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant
and agree as follows:

1. The Lessor hereby leases to the Government the following described premises, viz:

See Exhibit "A" attached hereto and made a part hereof.

to be used for the following purpose: to construct a pilot tunnel from North Eganville
to Port Rain, Washington and to perform such work as necessary for the con-
struction and maintenance thereof.

GSA FORM 856 REPLACES EDITION OF 1 DEC 62, WHICH IS OBSOLETE. (NR 405-1-560)

3. TO HAVE AND TO HOLD the said premises for the term beginning 20 March 1975, through 27 March 1976, provided that unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond 1 April 1978

4. The Government shall pay the Lessor rent at the following rate: \$250 per year

at the rate of \$20.83 per month for eleven months with the twelfth month's check being \$20.87.

Payment shall be made at the end of each month by the District Engineer, U.S. Army Engineer District, Portland P.O. Box 2946 Portland, OR 97208

5. The Government shall have the right, during the existence of this lease to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

6. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at P.O. Box 106, Stevenson, WA 98648

and if given by the Lessor shall be addressed to District Engineer, U.S. Army Engineer District, Portland, P.O. Box 2946, Portland, Oregon 97208
ATTN: Real Estate Division

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, percentage, brokerage, or contingent fee, excepting 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 the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

10. (a) The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of

facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this lease is terminated as provided in paragraph (a) hereto, the Government shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be no less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

(Continued on Page 4)

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

[Signature] _____
[Signature] _____
Lessor.

THE UNITED STATES OF AMERICA,

By *[Signature]*
D. H. NELLEN
Chief, Real Estate Division
U. S. Army Engineer District, Portland

(If LESSOR IS A CORPORATION, THE FOLLOWING CERTIFICATE SHALL BE EXECUTED BY THE SECRETARY OR ASSISTANT SECRETARY.)

I,
certify that I am the
named as Lessor in the attached lease; that
lease on behalf of the Lessor, was then
said 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.

Secretary of the corporation
who signed said
of said corporation; that

(CORPORATE
SEAL)

11. FACILITIES NONDISCRIMINATION

(a) As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to tenants, their employees, customers, patients, clients, guests and invitees.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Government in acquiring substitute space, including, but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.

(d) It is further agreed that from and after the date hereof the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of this section in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

12. The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers and records of the Lessor involving transactions related to this lease.

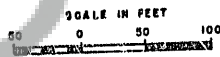
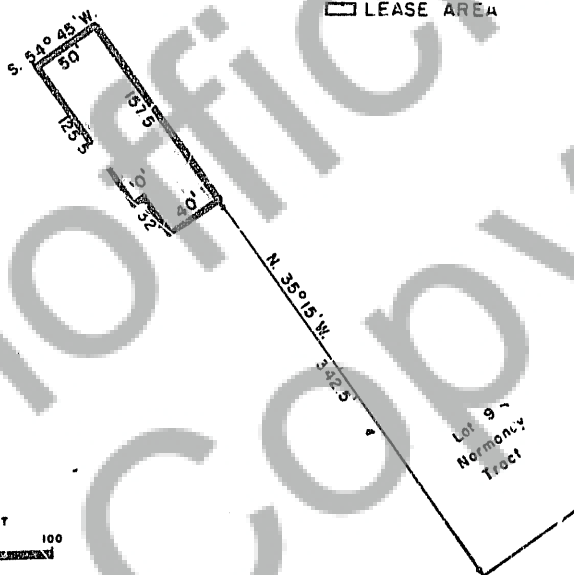
TRACT NO. 2914

PAUL D FANDREI

LEASE 21 AC.

LEGEND

— OWNERSHIP LINES
□ LEASE AREA



NOTE: Bearings and distances are approximate.

EXHIBIT "A"