

RESTRICTIVE AERIAL EASEMENT AGREEMENT

Between

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

And

ROGER DIRKS

Agreement No. 697DCM-18-L-00033
(BUM) VORTAC Restrictive Aerial Easement
Butler, Missouri

THIS RESTRICTIVE AERIAL EASEMENT AGREEMENT is made by and between ROGER DIRKS whose address is 7838 NW State Route 52, Butler, Missouri 64730, hereinafter referred to as the GRANTOR and the UNITED STATES OF AMERICA, hereinafter referred to as the GOVERNMENT. This agreement shall become effective when it is fully executed by all parties. The terms and provisions of this agreement, and conditions herein, bind the Grantor and the Grantor's heirs, executors, administrators, successors, and assigns.

This agreement succeeds Lease No. DTFA09-97-L-15937 and all other previous agreements between the parties for the property described in this document.

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

Grantor owns a certain 78 total acreage tract of land located at Section 17, T40N, R32W, 5th P.M., in the City of Butler, County of Bates, and State of Missouri (hereinafter referred to as the Grantor's Property).

Grantor desires to grant to the Government a Restrictive Aerial Easement over a portion of Grantor's property, that being a certain 3.94 acre tract more particularly described below.

Grantor and the Government acknowledge that the proposed Aerial Easement will benefit the Grantor while helping to advance the Government's mission.

1. EASEMENT PROPERTY - A 3.94 acre tract of land located in Butler, Missouri and being more particularly shown on the attached Drawing No. 17-094, dated April 25, 2017, and

1.3.16 Restrictive Aerial Easement

CLSA January 2016

OMB Control No. 2120-0595

Regional Director: Jana Blacho
817-919-4375
817-222-4371

identified as Exhibit "A", attached hereto and made a part here of, and further described as follows:

A Parcel of land located in part of the west half of the southwest quarter of Section 17, Township 40 North, Range 32 West of the 5th Principal Meridian, Bates County, Missouri; Commencing the center one-quarter corner of said Section 17; thence S01°37'45"W along the east line of the southwest quarter of said Section 17, a distance of 769.52 feet; thence leaving said east line, N88°22'15"W, a distance of 506.25 feet to the center of the VORTAC Antenna cone; thence S54° 08'43"W, a distance of 1,000.00 feet to the east line of the west half of the southwest quarter of said Section 17 and the point of beginning of said easement; thence leaving said east line, on an arc of radius 1000.00 feet and centered on the center of the VORTAC Antenna Cone and in a clockwise direction 1,309.82 feet (having a chord bearing of N01°40'08"E, a chord distance of 1218.18 and a delta angle of 75°02'51") to the east line of the west half of the southwest quarter of said Section 17; thence S01°40'08"W along the east line of the west half of the southwest quarter of said Section 17, a distance of 1218.18 feet to the point of beginning, containing 3.94 acres, more or less.

2. EASEMENT PURPOSE - An Aerial Easement to restrict Grantor's use of the Easement Property for the purpose of the continued operation of the Government's facility.

3. GRANT OF EASEMENT - Grantor hereby confirms, establishes, grants, and conveys to the Government and its successors and assigns an exclusive Aerial Easement in, on, over, and across the Easement Property. The Easement includes the right to prohibit all obstructions above ground surface as shown on "VORTAC Siting Criteria/VORTAC Aerial Easement Criteria" identified as Exhibit "B," (2 pages) attached hereto and made a part hereof, together with the right to trim, cut, fell, and remove trees, underbrush, obstructions and other obstacles (e.g., vegetation structures) or obstacles that abridge the rights hereby granted. The Government shall provide the Grantor at least fifteen (15) days' notice prior to any work being performed by the Government. The Easement herein granted does not convey any right or interest in the Easement Property, except as stated herein. The Grantor shall not be prevented from the use of the Easement Property for the type and height of the permitted exceptions shown on Exhibit "B." Further, this Aerial Easement is subject to existing structures in place under existing easements for public roads and highways, public utilities, railroads, and pipelines, and any present or future use by Lessor and assigns, provided such use does not interfere with the operation of the Government's facility and with prior concurrence by the Government. Lessor or Lessor's contractor/agent is required to go to website <https://oeaaa.faa.gov> to submit essential data for Federal Aviation Administration (FAA) evaluation prior to any construction or alteration, including any construction activities planned/performed by third parties.

4. TERM (08/02) - To have and to hold, for the term commencing on October 1, 2018 and continuing through September 30, 2038 inclusive, provided that adequate appropriations are available from year to year for the payment of consideration herein.

5. CONSIDERATION (08/02) - The Government shall pay Mr. Roger Dirks for use of the premises the amount of FORTY DOLLARS AND NO CENTS (\$40.00) per annum. Payments shall be made in arrears at the end of each Government fiscal year without the submission of invoices or vouchers. The payments shall be made by electronic fund transfer. Payments shall be considered paid when an electronic funds transfer is made.

6. PAYMENT BY ELECTRONIC FUND TRANSFER (07/14) - All payments by the Government under this lease will be made by electronic funds transfer (EFT). The Government will make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible to maintain correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.

7. LEGAL AUTHORITY - This agreement is entered into under the authority of 49 U.S.C. § 106(l) and (n), which authorizes the Administrator of the Federal Aviation Administration to enter into and perform such acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

8. SCOPE OF EASEMENT - The Easements, covenants, and restrictions contained herein are appurtenant to, run with, and inure to the benefit of all or any portion of the Grantor's Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of Grantor's Property. This Easement is exclusive to the Government.

9. BINDING EFFECT - The provisions of this Easement shall run with the land, and be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the Easement Property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Grantor under this agreement establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the agreement had initially been entered into between such succeeding owner and the Government.

10. CANCELLATION (08/02) - The Government may terminate this Easement at any time, in whole or in part, if it determines that a termination is in the best interest of the Government. The Government shall terminate by delivering to the Grantor a written notice specifying the effective date of the termination. The termination notice will be delivered by registered mail, return receipt requested, and mailed at least 30 days before the effective termination date.

11. HOLDOVER (10/13) - If after the expiration of the Easement agreement, the Government shall retain possession of the premises, the Easement shall continue in force and effect on a

month-to-month basis. Payment shall be made in accordance with the terms of the agreement, in arrears on a prorated basis, at the rate paid during the Easement term. This period shall continue until the Government signs a new Easement agreement with the Grantor, acquires the property in fee, or vacates the Easement Premises.

12. DISPUTES (11/03) - All disputes arising under or related to this Easement shall be resolved through the Government's dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA), and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. Section 46110 and shall apply only to final agency decisions. A Grantor may seek review of a final decision by the Government only after its administrative remedies have been exhausted.

13. NOTICES - All notices/correspondence shall be in writing, reference the Easement number, and shall be deemed to be given when delivered personally or when deposited in the United States mail, certified or registered, postage prepaid, and addressed as follows:

TO GRANTOR

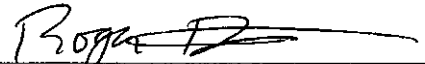
Roger Dirks
7838 NW State Route 52
Butler, Missouri 64730

TO GOVERNMENT

DOT/Federal Aviation Administration
Real Estate & Utilities Group, ALO-720
10101 Hillwood Parkway
Fort Worth, TX 76177

IN WITNESS WHEREOF, Grantor and the Government have executed this Agreement as of the dates set forth below.

GRANTOR

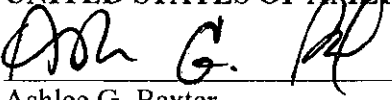


Roger Dirks

1-20-2018

Date

UNITED STATES OF AMERICA



Ashlee G. Baxter
Real Estate Contracting Officer

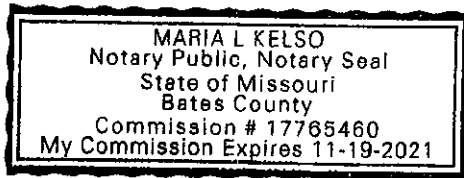
1/30/18

Date

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF BATES

On this, the 20 day of January, 2018, before me, Maria Kelso,
the undersigned Notary Public, personally appeared Roger Dirks,
known to me to be the person whose name is subscribed to the foregoing instrument and
acknowledged that (he/she) executed the same for the purposes therein contained.

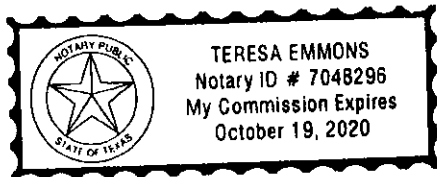


Maria L Kelso
Notary Public MCE: 11-19-21

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

On this, the 30th day of JAN, 2018, before me, Ashlee G. Baxter, Teresa Emmons,
the undersigned Notary Public, personally appeared AshLee Gr. Baxter,
known to me to be the person whose name is subscribed to the foregoing instrument and
acknowledged that (he/she) executed the same for the purposes therein contained.

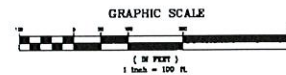
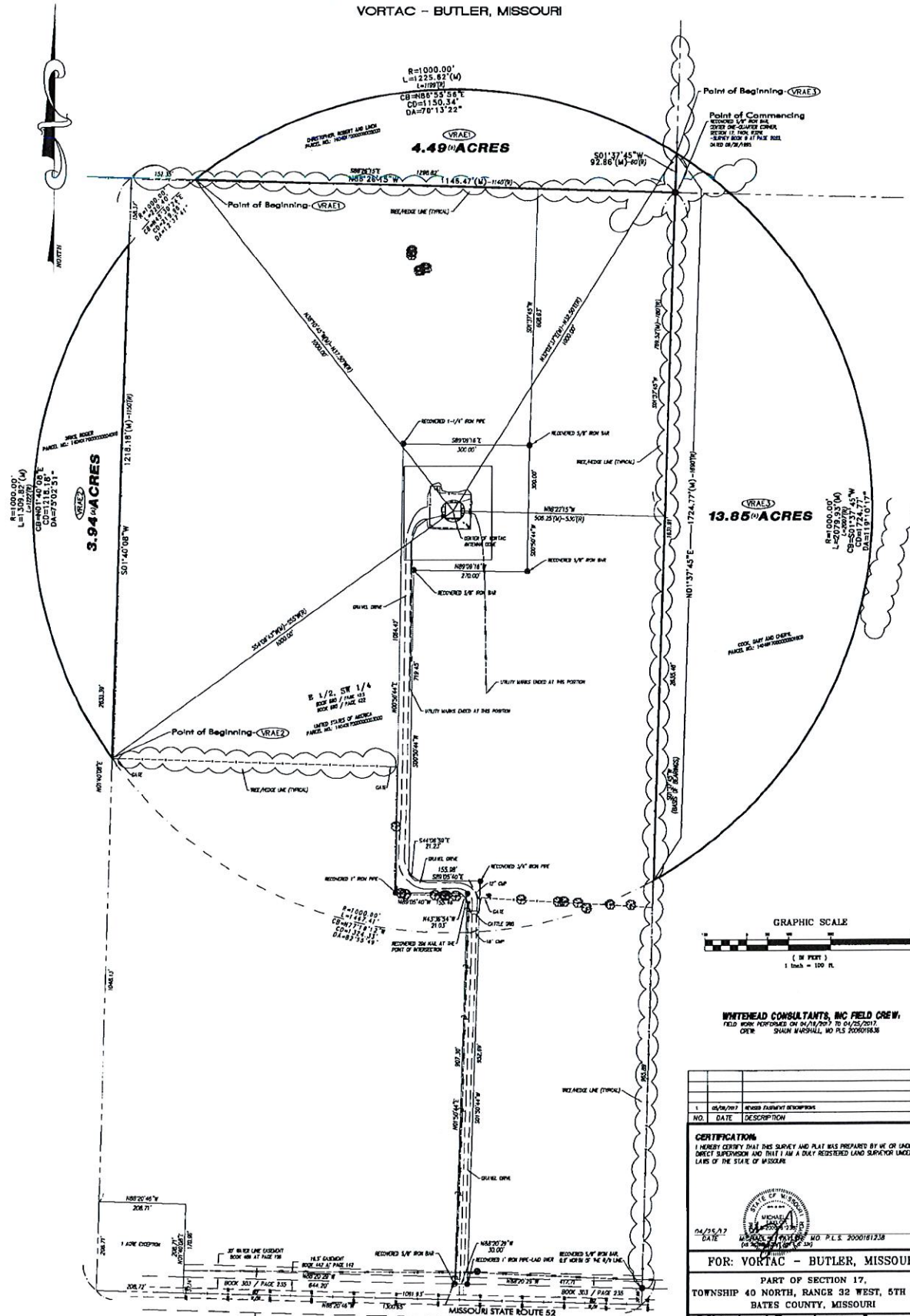


Teresa Emmons
Notary Public

CERTIFICATE OF SURVEY

PART OF SECTION 17, T40N, R32W, 5TH P.M. - BATES COUNTY, MO

VORTAC - BUTLER, MISSOURI



WHITEHEAD CONSULTANTS, INC. FIELD CREW:
FIELD WORK PERFORMED ON 04/16/2017 TO 04/25/2017
CREW: SHAWN MARSHALL, NO. PLS 300001835

1	04/25/2017	REVISION	REVISION	BY
NO.	DATE	DESCRIPTION		BY

CERTIFICATION
I HEREBY CERTIFY THAT THIS SURVEY AND PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A duly REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MISSOURI.

04/25/2017
DATE
MISSOURI P.L.S. NO. P.L.S. 300001835
(OR REVISION) (OF TOTAL)

FOR: VORTAC - BUTLER, MISSOURI

PART OF SECTION 17,
TOWNSHIP 40 NORTH, RANGE 32 WEST, 5TH P.M.,
BATES COUNTY, MISSOURI

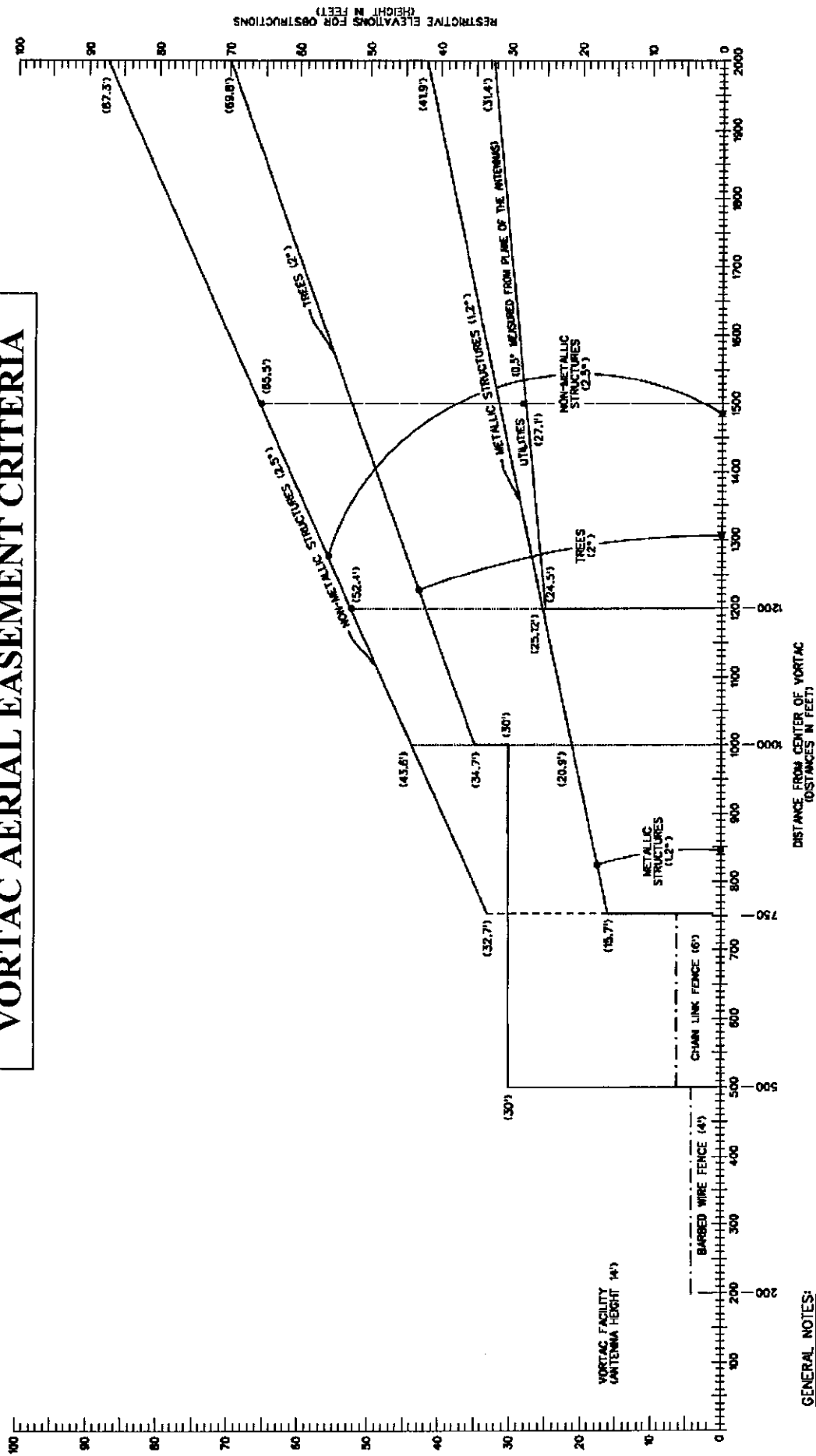
Whitehead Consultants, Inc.
Engineers, Surveyors
114 NORTH MAIN STREET | 518 WEST MAIN STREET
P.O. BOX 461 | P.O. BOX 180
CLINTON, MISSOURI 64735 | WARREN, MISSOURI 63388
Phone: (866) 581-8311 | Fax: (866) 438-8774
Phone: (660) 428-9473 | Fax: (660) 438-8774

DATE	DRAWN BY	CHECKED BY	JOB NO.	SCALE	SHEET NO.
04/25/17	ZEB	MEL	17-004	1"=100'	8 OF 2

VOHTAC - BUTLER, MISSOURI

1. REPLY/2007 REVISED EVIDENCE DISCLOSURE PAGE 1 OF 1
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VORTAC AERIAL EASEMENT CRITERIA



GENERAL NOTES:
 NO OVERHEAD UTILITY LINES ALLOWED INSIDE 1200 FOOT RADIUS.
 THIS DRAWING IS TO BE USED AS A GUIDELINE AND DOES NOT
 SUPERSEDE ORDER 6620.10 (SITING CRITERIA HANDBOOK)

VORTAC AERIAL EASEMENT CRITERIA

1. **Obstructions**: All obstructions within _____ feet of the facility shall be removed except as noted below. Normal crop raising and grazing operations may be permitted in this area, except at mountain top facilities where antennas are only 4 feet above grade.

2. **Trees and Woods**: No Trees are permitted within 500 feet. Single trees of moderate height (up to 30 feet) are permitted within the 500 to _____ foot radius of the facility. No groups of trees shall be within the 1000 foot radius or subtend a vertical angle of more than 2 degrees. No trees shall be within _____ feet at a mountain top site.

3. **Fences**: Farm type wire fences four feet high are not permitted within 200 feet of the facility. Six foot high chain link fences are not permitted within 500 feet. No wire fence shall extend .5 degrees above the plane of the facility antennas. Exceptions may be granted, with the prior written permission of the Government, for fences that are essentially radial to the facility.

4. **Power and Control Lines**: Power and control shall be installed underground within 600 feet of the facility. All overhead lines shall be radial to the facility between 600 to 1200 feet from the facility. No overhead lines or supporting structures may subtend a vertical angle as measured from the ground at the facility of 1.5 degrees. No overhead conductor may extend .5 degrees above a plane containing the facility antennas and occupy more than 10 degrees of azimuth around the facility.

5. **Structures**: No structures are permitted within _____ feet of the facility. All structures that are partly or entirely metallic shall subtend vertical angles of 1.2 degrees or less as measured from the ground at the facility. Wooden structures with negligible metallic (including internal wiring) content are permissible if they subtend vertical angles of 2.5 degrees or less.

6. **Temporary Obstructions**: No vehicles, farm implements or other mobile objects shall be left in the clear-zone. Farming equipment is permissible only when in use while in the clear-zone.

(01/10)