

98053 Vol. 353 Page 218

Kingsley Field, Oregon
Tract 510E

WARRANTY CLEARANCE EASEMENT

FOR AND IN CONSIDERATION OF THE SUM OF FOUR HUNDRED AND NO/100 DOLLARS (\$400.00), in hand paid, the receipt of which is hereby acknowledged, WALTER L. BLISS and DELLA C. BLISS, husband and wife at the time of acquiring title and at all times since, have granted, bargained and sold and by these presents do hereby grant, bargain, sell and convey unto the UNITED STATES OF AMERICA, and its assigns, temporary and/or perpetual and assignable easements and rights for the uses and purposes set forth herein after, in connection with Kingsley Field, in, upon, over and across a parcel of land situated in the County of Klamath, State of Oregon, bounded and described as follows, to-wit:

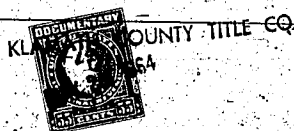
A portion of Tract 20 of the Plat of "400-Subdivision", Section 35, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, as recorded 1 June 1929 in the office of the County Clerk, said county and state, described as follows:

BEGINNING at the intersection of the west line of said tract with the westerly right of way line of the Southern Pacific Railroad at a ground elevation of 4090.00 feet, more or less, a transition plane elevation of 4160.80 feet, a clearance of 70.80 feet, more or less, above ground; thence in said right of way south 33° 32' 50" east 995.00 feet to intersection of the transition plane with the glide plane, with a ground elevation of 4090.00 feet, more or less, a glide plane elevation of 4131.65 feet, a clearance of 41.65 feet, more or less, above ground; thence continuing in said right of way to the south line of said tract having a ground elevation of 4090.00 feet, more or less, a glide plane elevation of 4136.85 feet, a clearance of 46.85 feet, more or less, above ground; thence west in the said south line to the intersection of the glide plane with the transition plane having a ground elevation of 4090.00 feet, more or less, a glide plane elevation of 4136.99 feet, a clearance of 46.55 feet, more or less, above ground; thence continuing west in the said south line to a point southwest 1400.00 feet when measured at right angles to the centerline of the northwest-southeast runway having a ground elevation of 4097.00 feet, more or less, a transition plane elevation of 4184.51 feet, a clearance of 87.51 feet, more or less, above ground; thence north 21° 46' 00" west parallel with said centerline to the west line of said tract having a ground elevation of 4095.00 feet, more or less, a transition plane elevation of 4184.51 feet, a clearance of 89.51 feet, more or less, above ground; thence in the said west line north to the point of beginning.

Containing 6.66 acres, more or less.

The glide plane surface of the approach zone shall slope upward and outward from the outer end of the clear zone, commencing from an elevation corresponding with the elevation at the end of the runway at the rate of one foot vertically to each fifty feet horizontally.

The transitional surfaces of the transition zones, on each side of the runway and approach zone, shall slope upward and outward from the outer edges of the glide plane surface at the rate of one foot vertically to each seven feet horizontally. The property corners and other described points in the above tract description, projected vertically from the elevation of the ground at each position indicated in the description to a plane or planes ten feet below and parallel to the glide plane surface of the approach zone and to the transitional surfaces of the transition zones, form the restrictive easements on said surfaces and represent the maximum permissible height of trees, bushes, shrubs, or any other perennial growth or undergrowth. The property corners and other described points in the above tract description, projected vertically from the elevations of the ground at each position indicated in the description to the glide plane surface of the approach zone and to the transitional surfaces of the transition zones, form the restrictive easements on said surfaces and represent the maximum permissible height of buildings or portions thereof, other structures or portions thereof, land, embankments of earth and other materials.



THIS EASEMENT FOR THE DEPARTMENT OF THE AIR FORCE

The easements and rights hereby granted include the temporary and assignable right for two years from the date of possession to cut to ground level and remove trees, bushes, shrubs, or any other perennial growth or undergrowth which infringe upon, extend into or extend above the glide plane surface and/or transitional surfaces set forth in the above described land; and

the continuing perpetual and assignable right to top trees, bushes, shrubs or any other perennial growth or undergrowth which infringe upon, extend into, or extend above a plane or planes ten feet below and parallel to the glide plane surface and/or transitional surfaces set forth in the above described land; and

the continuing perpetual right to remove, to raise, to destroy, and to prohibit the construction of buildings or portions thereof, other structures or portions thereof, land, embankments of earth and other materials which infringe upon, extend into or extend above the glide plane surface and/or transitional surfaces set forth in the above described land; and

the right of ingress to, egress from, and passage on and over the land described above for the purpose of exercising the rights herein granted.

In consideration of the sum as provided herein, it is expressly agreed that the above easements and rights shall be held in full payment for the consideration thereunto and shall constitute full and complete satisfaction of the grantors' obligations to the United States of America, and its assigns, for the purchase of the land described herein, and the grantors do hereby release and relinquish all claims and demands for the purchase of the land described herein, and the grantors do hereby release and relinquish all claims and demands for the purchase of the land described herein, and the grantors do hereby release and relinquish all claims and demands for the purchase of the land described herein.

TO HAVE AND TO HOLD all and singular the said easement and rights, together with the premises, unto the United States of America, and its assigns, for the purchase of the land described herein, and the grantors do hereby release and relinquish all claims and demands for the purchase of the land described herein, and the grantors do hereby release and relinquish all claims and demands for the purchase of the land described herein, and the grantors do hereby release and relinquish all claims and demands for the purchase of the land described herein.

Witness their hands and seals this 12th day of May, 1964.

Walter L. Bliss
DELLA C. BLISS

Walter L. Bliss
DELLA C. BLISS