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Kingsley Field, Oregon
Tract B-247E

AVIGATION EASEMENT

FOR AND IN CONSIDERATION OF THE SUM OF THREE THOUSAND NINE HUNDRED TWENTY-EIGHT AND 60/100 DOLLARS (\$3,928.60), in hand paid, the receipt of which is hereby acknowledged, JAMES T. WELDON and MARGARET E. WELDON, husband and wife, have granted, bargained and sold and by these premises do hereby grant, bargain, sell and convey unto the UNITED STATES OF AMERICA, and its assigns, perpetual and assignable easement and right of way for the free and unobstructed passage of aircraft of any kind and character in, through and across the air space above 82.30 feet above the surface of the following described parcel of land in the County of Klamath, State of Oregon, which lies in the glide angle plane surface of the approach zone of the NW-SE runway at Kingsley Field, Oregon:

The east 97.00 feet of the west 107.00 feet of Tract No. 33, Altamont Small Farms, together with the adjoining strip of land 10.00 feet wide lying along the west edge of said Tract No. 33 (as deeded to Klamath County, Oregon for road purposes by deed dated May 6, 1942, recorded September 11, 1944, in Volume 168, Page 563 of Deeds, records of Klamath County, Oregon), and together with the adjoining proportionate shares of roads (commonly known as Altamont Drive and Anderson Avenue), as shown on the official plat of Altamont Small Farms, filed in the office of the County Clerk, Klamath County, Oregon, and lying in the southwest quarter of the northeast quarter of Section 15, Township 39 South, Range 9 East of the Willamette Meridian.

The tract of land above described contains 0.64 of an acre, more or less.

THIS CONVEYANCE FOR THE DEPARTMENT OF THE AIR FORCE.

The easement and rights hereby granted include the continuing perpetual and assignable easement and right of way for the free and unobstructed passage of aircraft of any kind and character in, through and across the air space above 82.30 feet above the ground surface of the property hereinbefore described; SUBJECT, HOWEVER, to existing easements for public roads, public highways, public utilities, railroads and pipelines, and to reservations, exceptions, and any other outstanding rights contained in or referred to in patents issued by the United States; RESERVING, HOWEVER, to the Grantors, their heirs, executors, administrators and assigns, all right, title, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the easement and rights herein granted for said public uses.

It is expressly agreed that the payment of the above specified sum shall constitute full fair value and full compensation to the Grantors for the easement and rights granted herein, including the exercise of such rights prior to the date hereof, whether such easement and rights have been or shall be exercised by the United States or by any of its grantees, transferees, assignees, lessees, licensees, or permittees.

It is understood that this avigation easement is a part of the compromise settlement of the action in the United States District Court for the District of Oregon entitled James Thomas Weldon and Margaret Ellen Weldon v. United States, Civil No. 64-55, in accordance with a stipulation filed therein.

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TO HAVE AND TO HOLD all and singular the said easement and rights, together with the appurtenances, unto the United States of America, and its assigns, for the purposes aforesaid, forever. The Grantors covenant that they are lawfully seized and possessed of the land above described in fee; that they have a good and lawful right and power to sell and convey the easement and rights herein granted; that they do covenant and agree with the United States of America, and its assigns, to satisfy all unpaid taxes, liens and encumbrances, and that they will forever warrant and defend the title thereto and the quiet and peaceful possession thereof, unto the United States of America, and its assigns, against the acts and deeds of all and every person or persons whomsoever, lawfully claiming or to claim the same.

Witness our hands and seals this 27 day of May, 1965.

James T. Weldon
JAMES T. WELDON

Margaret E. Weldon
MARGARET E. WELDON

STATE OF OREGON)
County of May) ss.

On this 27 day of May, 1965, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named James T. Weldon and Margaret E. Weldon, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Edward S. Thomas
Notary Public in and for the State of Oregon
Residing at Klamath Falls, Oregon
My Commission Expires 9-19-67

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of U. S. Dept. of Justice
this 20 day of Sept. 1965 at 12:00 o'clock A. M., and
only recorded in Vol. M-65, of Leeds on Page 1772.
Fee \$3.00

DOROTHY ROGERS, County Clerk
By *James T. Weldon*
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