

AVIGATION AND HAZARD EASEMENT

WHEREAS, Wayne N. Horton, Shirley Y. Horton and James H. Patton, are the owners in fee, and Peter Janelli, Jr. and Eva Janelli, are the contract purchasers of that certain parcel of land situated in the County of Klamath, State of Oregon, more particularly described as follows:

Section 22: Beginning at a 5/8" pin that bears S89°10'16"E along the south line of Section 22, Township 39 South, Range 9 E, W. M., 786.81 feet from the SW corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 22; thence, continuing along the south line of said Section 22 1,198.77 feet to the westerly right of way (R/W) of Spring Lake Road, N33° 58'19"W along said right of way 861.28 feet, N81°35'44"W 726.96 feet, and S0°07'35"E 803.18 feet to the point of beginning.

hereinafter called "Grantors' property", and outlined on the attached map.

EXHIBIT I:

78 NOV 28 AM 9 01
NOW THEREFORE, in consideration of the sum of Eight Thousand Five Hundred and no/100 Dollars (\$8,500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby grant, bargain, sell, and convey unto the City of Klamath Falls, Oregon, hereinafter called the Grantee, its successors and assigns, for the use and benefit of the public, an easement and right of way, appurtenant to Kingsley Field for the unobstructed passage of all aircraft (aircraft being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in all the airspace 13 feet above Grantors' property at the easternmost point of this property, to 50.0 feet above Grantors' property at the westernmost point of this property, based on a slope of 34:1 (1 foot high for every 34 feet of horizontal distance) for all intermediate heights to an infinite height above these said levels, together with the right to cause in all airspace above the surface of Grantors' property such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on said Kingsley Field; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Kingsley Field.

The easement and right of way hereby granted include the continuing right in the

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Grantee to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object, extending into the airspace above the said level of 13 feet above Grantors' property at the easternmost point and 50.0 feet above Grantors' property at the westernmost point of this property based on a slope of 34:1 (1 foot high for every 34 feet of horizontal distance) for all intermediate heights above Grantors' property, and to remove from said airspace, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purposes.

TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said Kingsley Field shall be abandoned and shall cease to be used for public airport purposes.

AND for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right of way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any building, structure, tree, or other object extending into the aforesaid prohibited airspace, and that they shall not hereafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between any installation upon said Kingsley Field and aircraft, or as to make it difficult for pilots to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off, or maneuvering of aircraft, it being understood and agreed that the aforesaid covenants and agreements shall run with the land.

Dated this 13th day of Nov., 1978.

Erna J. Janello
Erna Janello
James H. Yalton
Wayne H. Horton
Shirley Y. Horton

STATE OF OREGON,

County of

Klamath

ss.

On this

13

day of

November

1978,

personally came before me,
a Notary Public in and for said county and state, the within named Peter Janelli Jr.

and

Eva Janelli

his wife,

to me personally known to be the identical person described in, and who executed the within instrument,
and who each personally acknowledged to me that he executed the same freely and voluntarily for
the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.

John R. Cleared

Notary Public for Oregon

State Printing 49162

My commission expires

6-12-82

STATE OF OREGON,

County of

Klamath

ss.

On this

13th

day of

Nov.

1978,

personally came before me,
a Notary Public in and for said county and state, the within named James A. Patton, Wayne

N. Horton

and

Shirley V. Horton

his wife,

to me personally known to be the identical person described in, and who executed the within instrument,
and who each personally acknowledged to me that he executed the same freely and voluntarily for
the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.

Gerald Z. Wate

Notary Public for Oregon

My commission expires

7/11

State Printing 49162

STATE OF OREGON,

STATE OF OREGON, COUNTY OF KLAMATH, ss.

I hereby certify that the within instrument was received and filed for record on the 28th day of
November A.D., 19 78 at 9:01 o'clock A. M., and duly recorded in Vol. N-78
of Deeds on Page 26690.

FEE \$9.00

WM. D. MILNE, County Clerk

By Reguelina J. Metke Deputy

Ret: Oregon State Highway Division
c/o R/W Section 119 Transp. Bldg.
Salem, Oregon 97310