

2009-003095

Klamath County, Oregon



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03/02/2009 03:25:23 PM

Fee: \$41.00

Space above this line for Recorder's use.

After recording, return to:

Oregon Military Department

1776 Militia Way SE

PO Box 14350

Salem, OR 97309-5047

Send tax statements to:

(same)

BARGAIN AND SALE DEED

(ORS 93.860)

1st 1316031

The City of Klamath Falls, a municipal corporation, Grantor, conveys to the State of Oregon, acting by and through the Oregon Military Department, Grantee, the following described real property, together with all improvements thereupon:

Parcel 2 of Land Partition 56-07 according to the duly recorded plat thereof on file in the office of the County Clerk for Klamath County, Oregon (the "Property")

free of encumbrances except easements, encumbrances, restrictions and conditions of record, and such other encumbrances and reservations as are specifically set forth in attached Exhibit A.

EXCEPTING AND RESERVING to Grantor, its successors, and assigns all minerals as defined in ORS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be reasonably necessary for prospecting for, exploring for, mining, extracting, reinjecting, storing, drilling for, and removing, such minerals, materials, and geothermal resources. In the event use of the Property by a surface rights owner would be damaged by one or more of the activities described above, then such owner shall be entitled to compensation from Grantor's lessee/permittee to the extent of the diminution in value of the Property, based on the actual use by the surface rights owner at the time the Grantor's lessee/permittee conducts any of the above activities.

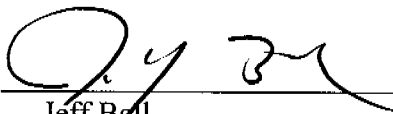
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

The true consideration for this conveyance is \$395,000.00.

F-411

Dated this 25 day of February, 2009.

The City of Klamath Falls, a municipal corporation

By: 
Jeff Ball
As: City Manager

STATE of OREGON)
) ss:
COUNTY of KLAMATH)

This instrument was acknowledged before me on Feb. 25, 2009, by
City Manager Jeff Ball, acting under authority granted to him by the City of Klamath Falls, a
municipal corporation.

Shirley F. Kappas
Notary Public for Oregon
My Commission Expires: 9-10-09



EXHIBIT A

RESERVATION OF AN AVIGATION EASEMENT AND RIGHT OF AIRCRAFT PASSAGE

As part of the foregoing property conveyance, the Grantor, City of Klamath Falls, reserves unto itself, its successors and assigns, for the use and benefit of the public an easement and right of flight for the passage of aircraft in and through the airspace above the surface of the Grantee's Property (described above), together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from, or operating on the Klamath Falls Municipal Airport, Kingsley Field ("Airport").

- (1) This is a permanent and non-exclusive easement for the free and unobstructed use and passage of all types of aircraft in and through the airspace over or in the vicinity of the Grantee's Property, with such use and passage to be unlimited as to frequency, type of aircraft, and proximity. Grantee furthermore waives all damages and claims for damages caused or alleged to be caused by or incidental to such activities.
- (2) As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, and shall include, but is not limited to, jet aircraft, propeller-driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all other types of aircraft or vehicles now in existence or hereafter developed for the purpose of transporting persons or property through the air.
- (3) Grantee expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on Grantee's Property to a height of not more than 4,245 feet above mean sea level at any place on the property (runway 14/32 is at 4,091 feet). The area above that height shall be referred to herein as the "Airspace." Any structures, objects or natural growth at locations on the Property which exceed 4095 feet above mean sea level must be approved by the FAA through the notice of proposed construction review process.
- (4) Grantee expressly agrees for itself, its successors and assigns to prevent any use of Grantee's Property which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an Airport hazard. Such hazards include uses that create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between Airport lights and other lights, result in glare in the eyes of pilots using the Airport, impair visibility in the vicinity of the Airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the Airport.
- (5) Grantee expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any trees on the Property that would violate the standards established in the Federal Aviation Regulations, Part 77, Objects Affecting Navigable Airspace, as currently exist and as may be amended.

- (6) In the event any of the aforementioned covenants in this Easement and Right of Aircraft Passage are breached, Grantor reserves the continuing right to enter on the Property and to remove, lower, mark or light the offending building, structure, tree, or other object, all of which shall be at the expense of the Grantee.
- (7) This Easement and the burdens herein, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said Easement, including but not limited to the right to cause in all Airspace above or in the vicinity of the surface of Grantee's property such noise, vibrations, fume, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communications, and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of Grantee's Property or in landing at or taking off from or operating at or on the Airport, are hereby expressly reserved to Grantor.
- (8) Grantee does hereby fully waive, remise, and release any right or cause of action which Grantee may now have or which Grantee may have in the future against Grantor, 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, taking off from, or operating at or on the Airport.

TO HAVE AND TO HOLD said easement and right of flight for passage of aircraft, and all rights pertaining thereto unto the Grantor, its successors, and assigns, until the Airport shall be abandoned and shall cease to be used for public airport purposes. It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be forever binding upon the heirs, administrators, executors, successors and assigns of the Grantee until the Airport shall be abandoned and no longer used for public airport purposes.

**CERTIFICATE OF APPROVAL OF CONVEYANCE
(ORS 93.808)**

The State of Oregon, acting through the Oregon Military Department, hereby approves and accepts, pursuant to ORS 93.808, the conveyance from the City of Klamath Falls, a municipal corporation, to the State of the real property described in the bargain and sale deed to which this Certificate is attached.

A copy of this Certificate may be affixed to, and recorded with, the deed described above.

DATED this 27 day of February, 2009.

The State of Oregon,, acting through the
Oregon Military Department

By: Raymond F. Rees
Name: Maj. Gen Raymond F. Rees
Title: Adjutant General

STATE OF OREGON)
) ss.
County of MARION)

This instrument was acknowledged before me on this 27 day of February, 2009, by Maj. General Raymond F. Rees, as the Adjutant General and authorized representative of the Oregon Military Department, acting under authority granted to him by the State of Oregon.



Jaclyn A. Aker
Notary Public for Oregon
My Commission expires: March 1, 2010