

RESOLUTION NO. 2607

NOW, THEREFORE, BE IT RESOLVED BY THE ALBANY CITY COUNCIL that it does hereby accept the following easement:

Grantor

Purpose

Betty Sitton

(11-3W-4BA) Avigation Easement

DATED this 12th day of March, 1986.



ATTEST:



City Recorder

AVIGATION EASEMENT

Albany Municipal Airport

PARCEL NO. 3 (113W4BA-1800)

WHEREAS, BETTY SITTON, hereinafter called the Grantor, is the owner in fee of the certain parcel of land situated in the City of Albany, County of Linn, State of Oregon, more particularly described as follows:

Beginning at a 3/4" rod North 88°52' 1/2" West 854.63 feet and South 1°16' West 238 feet from a 1/2" rod which is recorded as being South 1,637.34 feet and West 3,104.64 feet from the Northeast corner of the Robert Houston Donation Land Claim No. 38 in T. 10 South and T. 11 South, R. 3 West of the W.M. in Linn County, Oregon; and running thence South 88°52' 1/2" East 50 feet to a 3/4" rod; thence South 1°16' West 136.53 feet to a 3/4" rod on the South line of the North 1/2 of DLC No. 38 being also on the North line of Knox Butte Manor; thence North 88°52' 1/2" West along the North line of Knox Butte Manor 50 feet to a 3/4" rod; thence North 1°16' East 136.55 feet to the place of beginning, and containing 0.157 acre.

hereinafter called "Grantor's property", and outlined on the attached map, (Exhibit "A");

NOW, THEREFORE, in consideration of the sum of Twenty-Five Hundred Dollars (\$2,500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, for herself, her heirs, administrators, executors, successors and assigns, does hereby, upon the terms set forth herein, grant, bargain, sell and convey unto the City of Albany, hereinafter called the Grantee, its successors and assigns, for the use and benefit of the public an easement and right-of-way, appurtenant to Albany Municipal Airport 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 the air space above Grantor's property above the following described imaginary planes:

APPROACH SURFACE is a surface, trapezoidal in form, longitudinally centered on the extended Runway 16-34 centerline and extending upward and outward in a northerly direction from the end of the primary surface for Runway 16-34. Beginning at the north end of the primary surface, the approach surface is 250 feet wide and broadens to 1,250 feet wide at a horizontal distance of 5,000 feet from the point of beginning; this surface being symmetrical about the centerline of Runway 16-34 extended. This approach surface is a trapezoidal plane with a slope of 20 feet to 1 foot (one foot increase in elevation for each twenty feet of horizontal distance). The centerline elevation of the north end of Runway 16-34 has an elevation of 221.55 feet.

TRANSITIONAL SURFACES are surfaces located on either side of the primary surface and approach surface for Runway 16-34. The transitional surfaces begin at the outer edges of the primary surface and approach surface and extend upward and outward at a slope of 7 feet to 1 foot (one foot increase in elevation for each seven feet of horizontal distance) at right angles to the extended Runway 16-34 centerline until they reach 150 feet above the airport elevation.

PRIMARY SURFACE is the surface which is longitudinally centered on Runway 16-34 at Albany Municipal Airport. The width of the primary surface is 300 feet. The primary surface extends 350 feet beyond each end of the present Runway 16-34. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

together with the right to cause in all air space above the surface of Grantor's property such noise, vibrations, fumes, dust, fuel particles, and all other effects that reasonably may be caused by the safe, normal and customary operation of aircraft landing at, or taking off from, or operating at or on said Albany Municipal Airport; and Grantor does hereby fully waive, remise and release any right or cause of action which she may now have or which she 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, taking off from, or operating at or on said Albany Municipal Airport.

The easement and right-of-way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon grantor's property of any building, structure, tree, or other object, extending into the air space above the aforesaid imaginary planes, and to remove from said air space, 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 grantor's property with the right of ingress to, egress from, and passage over Grantor's 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 Albany Municipal Airport shall be abandoned and shall cease to be used for public airport purposes.

AND for the consideration hereinabove set forth, the Grantor, for herself, her heirs, administrators, executors, successors, and assigns, does hereby agree that for and during the life of said easement and right-of-way, she will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon grantor's property any building, structure, tree or other object extending into the aforesaid prohibited air space; provided, however, it shall be the responsibility of Grantee, at Grantee's expense, to maintain by trimming, cutting or otherwise any tree or other growing object existing on Grantor's property at the time of grant of this easement as necessary to prevent the same from growing to a height extending into the airspace which is the subject of this easement and Grantee shall have the right to go upon the property of the Grantor for said purpose; and that they shall not hereafter use or permit or suffer the use of

Grantor's property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers 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.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 2nd day of March, 1986.

Betty Sitton
Betty Sitton, Grantor

STATE OF OREGON)
County of Linn) ss.

On this 2nd day of March, 1986, personally appeared the above named Betty Sitton and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

[Signature]
Notary Public for Oregon
My Commission Expires: 9-25-88

STATE OF OREGON)
County of Linn) ss.

I, William B. Barrons, as City Manger of the City of Albany, Oregon, pursuant to Resolution No. 2607, do hereby accept on behalf of the City of Albany, the above easement pursuant to the terms thereof. This 20 day of MARCH, 1986.

CITY OF ALBANY, OREGON
William B Barrons
City Manager

[Signature]
City Recorder

At 8:30 O'clock a.m.
[Signature]
DEL W. RILEY
Linn County Clerk

ENTERED MAR 26 1986

STATE OF OREGON
County of Linn

I hereby certify that the attached was received and duly recorded by me in Linn County records:

By [Signature], Deputy

Resolution No. 2607

Recorded Document Recorder File No. 1653