



01505621201100352680040046

I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Christine Walker - County Clerk

AVIGATION, NOISE AND HAZARD EASEMENT

WHEREAS, Douglas K. Healy and Nina M. Healy hereinafter called "Grantors," are the owners in fee of that certain parcel of land situated in the County of Jackson, State of Oregon, more particularly described in the instrument recorded as 2011-009883 (Volume, Page or Official Record number) of the deed records of Jackson County hereinafter called "Grantors' Property," Map and Tax Lot Number: 392E19 TL300 and outlined on the attached map, "Exhibit 1"; and

WHEREAS, Grantors' Property is located in an Airport Concern (AC) Overlay or an Airport Approach (AA) Overlay of Ashland Municipal Airport; and

WHEREAS, Ashland Municipal Airport ("Airport") of Jackson County, State of Oregon, is hereinafter called "Grantee."

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors, for themselves, their heirs, administrators, executors, successors and assigns, do hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns, for the use and benefit of Grantee, tenants and licensees of Grantee, all users of the Airport, and the public, an easement and right of way, appurtenant to the Airport for the unobstructed use and passage of all types of aircraft (as hereinafter defined), in and through all the airspace above the surface of Grantors' Property to an infinite height above Grantors' Property. This easement is effective regardless of any future changes in the volume of aircraft overflights, or changes in the design of the Airport or in air traffic control procedures.

Said easement shall be appurtenant to and for the benefit of the real property now known as the Airport including any additions thereto wherever located, hereafter made by Grantee or its successors and assigns, guests, and invitees, including any and all persons, firms, or corporations operating aircraft to or from the Airport.

Said easement and burden, 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 Grantors' Property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication 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 Grantors' Property or in landing at or taking off from, maneuvering around, or operating at or on said Airport.

Grantee, the Airport and any operator, director, or manager is hereby granted; and Grantors do hereby fully waive, remise, and release any right or cause of action or suit which they may now have or which they may have in the future against Grantee, its successor and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other effects, whether at current volumes or levels or increased volumes or levels, that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, maneuvering around, or operating at or on said Airport.

"Aircraft" as used herein, shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller-driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, blimps, balloons, gliders, ultra-lights, and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned or operated.

"Hazard" as used herein, shall specifically include, but is not limited to, electrical interference with navigational signals or radio communications, other items of interference, impaired visibility, flag poles, antennas, and bird-strike hazards.

The easement and right-of-way is for the purpose of permitting the unobstructed passage of all aircraft, by whomsoever owned or operated, in the airspace above the surface of Grantors' Property, together with the right to cause such noise as may be inherent in the operation of aircraft, and the right to use such airspace for landing on, taking off from or operating at the Airport. Additionally, this easement grants to Grantee the following continuing rights:

1. The right to prevent the erection, modification, or growth upon Grantors' Property of any building, structure, tree, tethered balloons, kites, or other object(s), extending into the airspace above the surface of said property, in violation of any standard, rule, or regulation established by Federal Aviation Administration (FAA), Oregon Department of Aviation (ODA), or local ordinances; or in violation of any permit issued by FAA, ODA, or Jackson County.
2. The right of ingress to, egress from, and passage over Grantors' Property to remove or lower from said air space, at the sole option of Grantee, (at Grantors' expense), 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 in violation of any standard, rule, or regulation established by FAA, ODA, or local ordinances; or in violation of any permit issued by FAA, ODA, or Jackson County.
3. The right to enter upon Grantors' Property and at Grantors' expense, remove, lower, or trim any tree or other vegetation that violates any existing or future standard, rule or regulation of FAA, ODA, or Jackson County.
4. The right to prohibit any use of Grantors' Property that may interfere with the taking off or landing of aircraft at the Airport or otherwise constitutes a hazard to operations at the Airport, and, at Grantors' expense, to enter upon Grantors' Property to abate such hazard.

AND for the consideration hereinabove set forth 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 airspace above the surface of said property and that they shall not hereafter use or permit or suffer the use of Grantors' Property in such a manner as to: (a) produce glare, (b) create electrical interference with radio communication between any installation upon said Airport and aircraft, (c) make it difficult for flyers to distinguish between airport lights and others, (d) permit any use of Grantors' Property that causes a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the Airport, (e) create bird strike hazards, or (f) otherwise endanger the landing, taking off or maneuvering of aircraft. If Grantors Property is in the Runway Protection Zone, Grantors further agree they will not permit places of public assembly upon Grantors' Property, such as, but not limited to, churches, schools, office buildings, shopping centers, restaurants, child care facilities, and stadiums. Grantors furthermore waive all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto Grantee, its successors, and assigns, until said 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 binding upon the heirs, administrators, executors, successors and assigns of Grantors until said Airport shall be abandoned and cease to be used for public airport purposes.

GRANTORS (Property Owners):

By: Doug Healy Date: 10/21/11

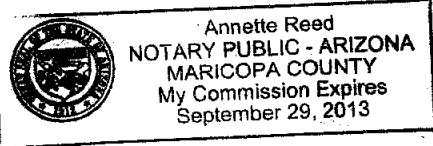
By: Nina Healy Date: 10/21/11

STATE OF ~~OREGON~~)
ARIZONA) ss.
County of ~~Jackson~~)
Maricopa)

Personally appeared the above named Doug Healy and Nina Healy

and acknowledged the foregoing instrument to be his/her/their voluntary act and deed before me this 21st day of October, 2011.

Notary Public for State of ~~Oregon~~ Arizona Annette Reed
My Commission Expires: Sep. 29, 2013 (Notary's Signature)
(Stamp)



GRANTEE (Ashland Municipal Airport):

By: [Signature] Date: 11/7/11
Paula Brown, Airport Director
Larry Patterson, Interim City Administrator

STATE OF OREGON)
) ss.
County of Jackson)

ATTESTED BEFORE ME this 8th day of November, 2011
by Paula Brown, Airport Director, Larry Patterson, Interim City Administrator

Notary Public for State of Oregon Diana R Shiplet
My Commission Expires: November 28, 2014 (Notary's Signature)
(Stamp)

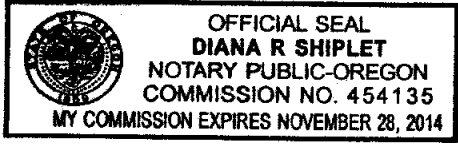


Exhibit 1

TAX ASSESSMENT MAP
JACKSON COUNTY

SECTION 19, T39S, R.2E, W.M.
JACKSON COUNTY
P. # 4007



39 2E 19

CANSELLERS' LIST NUMBERS:
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400

39 2E 19
 DATA COMPILED BY AUGUST 16, 2006
 JACKSON CO. MO. 2001

7