

EXHIBIT D

3217 B

FLIGHT STRIP EASEMENT

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AND WILL BE BY THESE PRESENTS that we, the undersigned, are the owners in fee simple of the following described real property, to-wit:

PARCEL #1. A parcel of land lying in the south half (S $\frac{1}{2}$) of Section 2, Township 4 South, Range 1 West, W. M., Marion County, Oregon, the said parcel being all that portion of the grantor's property lying east of the 600 foot width flight strip and being described as follows:

Beginning at the east quarter corner of said Section 2; thence west along the east and west center line of said Section 945 feet to the east line of the said flight strip; thence South 7 $^{\circ}$ -08' West along said east line 2129 feet to the south line of the grantor's property; thence east 1205 feet to the east line of Section 2; thence North 2112 feet to the point of beginning.

PARCEL #2. All that portion of the grantor's property lying between the westerly right of way line of the West Portland-Hubbard Highway and the existing County Road and being more particularly described as follows:

Beginning at the intersection of the east and west center line of said Section 2 and the westerly right of way line of said highway; said intersection being 1752 feet west of the east quarter corner of said Section 2; thence west along said east and west center line 1154 feet to the center of said County Road; thence southerly along the center of said Road 2165 feet; more or less, to the south line of the grantor's property; thence east along said south line 625 feet to the westerly right of way line of said highway; thence North 7 $^{\circ}$ 08' East along said right of way line 2129 feet to the point of beginning.

AND, WHEREAS, the United States of America has designated and established a flight strip for the use and benefit of aircraft, all or a portion of which flight strip is in the vicinity of the property above described; and

WHEREAS, the undersigned desires to cooperate with the United States of America and the State of Oregon to the extent and in the manner hereinafter set forth in the creation and development of said flight strip and the area required therefor.

THEREFORE, we, the undersigned, in consideration of the sum of Four Hundred fifty five and $\frac{24}{100}$ Dollars, receipt of which said sum hereby is acknowledged, do for ourselves, our heirs, successors and assigns, grant to and vest in the United States of America and the State of Oregon the right, privilege and license to use the space over the real property hereinabove described for the use and benefit of aircraft; and we further grant to the United States of America and the State of Oregon the right to limit, control and remove obstructions extending in space above the hereinafter defined inclined plane.

We, the undersigned, hereby covenant and agree for ourselves, our heirs and assigns as a covenant binding the above described real property and for the benefit of the United States of America, the State of Oregon and the said flight strip that no building, structure, object, obstruction or other thing shall be erected, placed or maintained on the above described real property or upon the land or other land which shall extend above the horizontal plane of the inclined plane of the flight strip.

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The said inclined plane **EXHIBIT D** directly above Parcel #1 of said real property, the southeast corner of which plane has an elevation of 170 feet; the southwest corner of which has an elevation of 190 feet, the northeast corner of which has an elevation of 327 feet, and the northwest corner of which has an elevation of 192 feet, and which plane has also the following elevations:

The said inclined plane is the space directly above Parcel #2 of said real property, the southeast corner of which plane has an elevation of 218 feet, the southwest corner of which has an elevation of 312 feet, the northeast corner of which has an elevation of 220 feet, and the northwest corner of which has an elevation of 385 feet, and which plane has also the following elevations:

The above elevations refer to the standard datum established by the U. S. Coast and Geodetic Survey (1929 Adjustment).

We, the undersigned, further covenant and agree that the State of Oregon and/or the United States of America and/or their assigns shall have and hereby are given the right, through their respective officers, agents, contractors, or representatives to enter from time to time upon the said described real property and to trim, cut, and/or fell trees or other natural growth which may extend above, or within any period of five years could reasonably be anticipated to extend above, the said inclined plane. All trees or other natural growth cut or felled by the grantee shall remain the property of the grantors and may be removed at the option and convenience of the owners.

We further covenant and agree that we, at our own expense, will remove or alter any buildings, structures, objects, obstructions or other things other than trees or natural growth and other than telephones, telegraph, power lines or other utility facilities that are on said real property, and



Columbia Aviation Association

Management West

TLM
Property to
be Adjusted
into Airport
Boundary

YELLOW PORTION
PURCHASED BY
ODAV

105' wide taxiway

83' width available
here

Life Flight Network

Winco Powerline Services

HTS



ORIGINAL

Space above this line for Recorder's use.

After recording, return to:
TLM Holdings, LLC
14355 Keil Road, NE
Aurora, OR 97002

Send tax statements to:
(same)

TAXIWAY ACCESS EASEMENT

For value received, the STATE OF OREGON, acting by and through its Department of Aviation, **Grantor**, hereby grants to TLM HOLDINGS, LLC, an Oregon limited liability company, **Grantee**, its successors and assigns, an easement on and over the Grantor's real property more particularly described in the attached Exhibit A (the "**Burdened Parcel**") across the Taxiway Obstacle Free Area (OFA), as defined by the Federal Aviation Authority (FAA) and shown on the attached Exhibit B, subject to FAA regulations and temporary restrictions for construction purposes and aircraft operations in the OFA for access to Grantor's taxiway from and to the real property of Grantee more particularly described in the attached Exhibit C (the "**Benefited Parcel**");

TOGETHER WITH the right of Grantee to allow its licensees to use the easement granted above for access to Grantor's taxiway from and to the Benefited Parcel, subject to FAA regulations and temporary restrictions for construction purposes and aircraft operations in the OFA;

TOGETHER WITH the right of Grantee and Grantee's successors and assigns to construct improvements within the OFA at Grantee's sole expense, subject to Oregon Department of Aviation approval and Grantee's compliance with FAA design standards; and

TOGETHER WITH the right of Grantee and Grantee's successors and assigns to construct aviation-related improvements in the "transition area" shown on attached Exhibit B, subject to FAA review and Grantor's determination that such improvements do not have a negative effect on Grantor's airport or airport operations.

Grantor shall not unreasonably withhold its approval, and shall diligently seek approval by FAA, of Grantee's proposed improvements in the OFA and the "transition area" shown on Exhibit B.

Grantee shall indemnify and hold Grantor harmless against any damages, claims, liabilities, costs or expenses arising out of any act or omission of Grantee, its licensees, successors or assigns, in connection with Grantee's activities under this easement. To the

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extent permitted by Article XI, Section 7 of the Oregon Constitution, and subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, Grantor shall indemnify and hold Grantee harmless against any damages, claims, liabilities, costs or expenses arising out of any act or omission of Grantor, its successors or assigns, in connection with Grantor's activities under this easement.

At Grantor's election, all rights granted under this easement will cease and the easement will terminate if Grantee fails for a period of five consecutive years to engage in any of the activities permitted under this easement. In such event, Grantee shall cooperate with Grantor in executing and recording any instrument necessary or useful for extinguishing this easement.

This easement is subject to all prior easements or encumbrances of records affecting the Burdened Parcel.

This easement is appurtenant to the Benefited Parcel and the benefit of this easement is intended to run with the Burdened and Benefited Parcels, including any division or partition of them, and to be binding upon the heirs, successors and assigns of Grantor and Grantee with respect to these Parcels.

Failure of either party to comply with any term or condition or fulfill any obligation of this easement agreement within 20 days after receiving written notice from the other party specifying the nature of the failure with reasonable particularity is a default. Upon default by either party, the other party may seek such remedies as may be available under applicable law or in equity including (without limitation) the remedies of injunction and specific performance.

No provision of this easement agreement may be deemed to have been waived unless the waiver is in writing signed by the waiving party. Otherwise, no modification or amendment of any provision of this easement agreement is binding on Grantor or Grantee unless signed by both Grantor and Grantee and recorded in the Marion County, Oregon real property records. Failure at any time to require performance of any provision of this easement agreement does not limit Grantor's or Grantee's right to enforce the provision. Any waiver of any breach of any provision is not a waiver of any succeeding breach or a waiver of any provision of this easement agreement.

Communications made pursuant to this easement agreement are effective when actually delivered or when delivered by facsimile or when deposited in the United States mail, certified or registered mail, correct postage prepaid and addressed to Grantor and Grantee as follows:

Grantor:	The Oregon Department of Aviation 3040 25th St. SE Salem, OR 97302-1125 Fax: (503) 373-1688
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Grantee: TLM Holdings, LLC
14355 Keil Rd NE, Suite 11
Aurora, OR 97002
Fax: (503) 678-6204

Any party may change its address for notices by written notice to the others in the manner set forth above.

AGREED TO this 29 day of August, 2007.

GRANTOR:
The State of Oregon, acting by and through its Department of Aviation

By: [Signature]
Daniel E. Clem

As: Interim Director

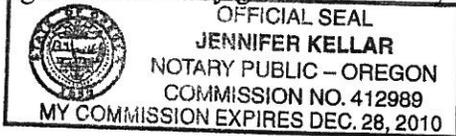
GRANTEE:
TLM Holdings, LLC,
an Oregon limited liability company

By: [Signature]
Ted L. Millar, Trustee of the
Ted L. Millar Living Trust

As: Managing Member

STATE OF OREGON)
) ss.
County of Marion)

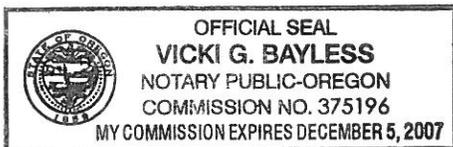
This instrument was acknowledged before me on this 24 day of August, 2007, by **Daniel E. Clem**, as the Interim Director of the Oregon Department of Aviation, acting under authority granted to him by the Oregon Department of Aviation.



[Signature]
Notary Public for Oregon
My Commission expires: 12/28/10

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me on this 27th day of August, 2007, by **Ted L. Millar**, as Trustee of the Ted L. Millar Living Trust, the managing member of TLM Holdings, LLC, an Oregon limited liability company, acting under authority granted to him by the company.



[Signature]
Notary Public for Oregon
My Commission expires: 12/5/07

EXHIBIT A
Burdened Parcel

Parcel 1:

A TRACT OF LAND BEING A PORTION OF PARCEL 1 OF PARTITION PLAT 2006-58 RECORDED IN MARION COUNTY PLAT RECORDS AND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, CITY OF AURORA, MARION COUNTY, OREGON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1, THENCE NORTH 07°07'40" EAST, 260.93 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE NORTH LINE OF SAID PARCEL SOUTH 82°23'49" EAST, 64.80 FEET TO A POINT 365.50 FEET FROM THE CENTERLINE OF AURORA AIRPORT RUNWAY, WHEN MEASURED PERPENDICULAR THERETO; THENCE SOUTH 07°10'21" WEST, 260.42 FEET TO THE SOUTH LINE OF SAID PARCEL 1, BEING 365.50 FEET FROM THE CENTERLINE OF SAID RUNWAY CENTERLINE; THENCE ON SAID SOUTH LINE NORTH 82°50'42" WEST, 64.59 FEET TO THE POINT OF BEGINNING.

CONTAINS APPROXIMATELY 16,864 SQUARE FEET OR 0.39 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS THE PLAT OF "WYLEE HANGAR CONDOMINIUMS".

Parcel 2:

A TRACT OF LAND BEING A PORTION OF PARCEL 2 OF PARTITION PLAT 2006-58 RECORDED IN MARION COUNTY PLAT RECORDS AND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, CITY OF AURORA, MARION COUNTY, OREGON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 2, THENCE NORTH 07°07'40" EAST, 445.63 FEET; THENCE NORTH 07°11'56" EAST, 306.32 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE NORTH LINE OF SAID PARCEL SOUTH 82°51'44" EAST, 65.00 FEET TO A POINT 365.50 FEET FROM THE CENTERLINE OF AURORA AIRPORT RUNWAY, WHEN MEASURED PERPENDICULAR THERETO; THENCE SOUTH 07°10'21" WEST, 752.48 FEET TO THE SOUTH LINE OF SAID PARCEL 2, BEING 365.50 FEET FROM THE CENTERLINE OF SAID RUNWAY CENTERLINE; THENCE ON SAID SOUTH LINE NORTH 82°23'49" WEST, 64.80 FEET TO THE POINT OF BEGINNING.