

44488

K-37445

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EASEMENT AGREEMENT FOR LANDING STRIP

DATE:

December 27, 1984

PARTIES:

DAYTON O. HYDE and GERDA V. HYDE ("Hyde") as owner and in possession of Parcel A, described in Exhibit "A" and incorporated herein by this reference; and

SAND CREEK RANCH, a co-partnership consisting of THE GRUPE COMPANY, a California corporation, and CORTOPASSI/ GRAHAM, INC., a California corporation ("Grupe"), as owner and in possession of Parcel B, described in Exhibit "B" and incorporated herein by this reference.

RECITALS

A. Hyde has sold to Grupe and Grupe has purchased Parcel B from Hyde.

B. Access by air to Parcel B requires a landing strip be constructed at a location reasonably convenient to Parcel B on Parcel A.

C. The parties intend to create a permanent easement and right of way for mutual use by Grupe and Hyde as a landing strip for aircraft, together with a right of way for access to such strip and parking. Such easement shall be appurtenant to and shall benefit Parcel B.

AGREEMENT

1. Grant of Easement: Establishment of Landing Strip and Right of Way. Hyde hereby grants and conveys to Grupe a permanent right of way over, across and along an area on the southerly portion of Parcel A 150 feet in width and 3700 feet in length for use as a landing strip for a personal use airport as defined in ORS 215.213, together with a right of way at least 30 feet wide for access to and egress from such strip, and an easement 300 feet wide and 300 feet long adjacent thereto for parking aircraft and ground vehicles. Such easement is hereafter referred to as "the Strip" and is more particularly described on Exhibit "C" attached hereto and incorporated herein

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by this reference. Such easement rights shall be appurtenant to and benefit Parcel B.

2. Use. The Strip may be used for the landing and takeoff of aircraft by the parties to this Agreement. Use of this easement shall be on a regular and continuous basis benefiting Grupe, its successors, assigns, lessees, mortgagees, invitees, guests, agents and employees. However, Grupe's rights hereunder shall not lapse in the event Grupe's use is not continuous.

3. Reservation of Use. Except as to the rights granted Grupe herein, Hydes reserve to themselves, their heirs, successors and assigns the right to mutual use of the Strip for a personal use airport.

4. Construction of Strip. The Strip shall be constructed by Grupe. Hyde shall furnish construction equipment for Grupe's use, and Grupe shall furnish labor and any necessary materials. Hydes shall construct a fence bounding the Strip, at their expense.

5. Special Use Permit. Hyde shall promptly obtain and shall keep in force the Special Use Permit required for operation of the Strip. The cost of obtaining, maintaining in force and renewing such Permit shall be borne equally by the parties.

6. Maintenance and Repair. The cost of periodic maintenance and necessary repairs to the Strip and the right of way for access shall be borne equally by the parties.

7. Taxes. Taxes and assessments or other charges to the land hereafter made and assessed shall be paid by Grantor.

8. Indemnity. Grupe indemnifies and holds Hyde harmless from any liability arising from its use of the right of way.

9. Breach of Obligation. Either party shall be entitled to enforce this Agreement by suit for specific performance or, where appropriate, injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law and those rights of cure and reimbursement specifically granted under this Agreement.

10. Attorney Fees. In the event of any litigation arising under this Agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney fees at trial or on appeal as adjudged by the trial or appellate court.

11. Additional Documentation. At such time as the easement herein contemplated is surveyed and plotted, Hyde shall cooperate with Grupe in preparing, executing and recording such other and further documentation as Grupe may reasonably request to more precisely describe this easement.

12. Effect of the Agreement. The easement granted hereunder shall run with the land as to all property burdened and benefited by such easement, including any division or partition of such property. The rights, covenants

and obligations contained in this Agreement shall bind, burden and benefit each party's successors, assigns, lessees and mortgagees.

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IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on the day and year first above written.

SAND CREEK RANCH

By: THE GRUPE COMPANY, Co-Partner

By: *Greenlaw Grupe, Jr.*  
GREENLAW GRUPE, JR.  
Chairman of the Board

*Dayton O. Hyde*  
DAYTON O. HYDE

By: CORTOPASSI-GRAHAM, INC.,  
Co-Partner

By: *Dean A. Cortopassi*  
DEAN A. CORTOPASSI, President

*Gerda V. Hyde*  
GERDA V. HYDE

STATE OF OREGON )

COUNTY OF KLAMATH )

ss.

21631

On this 28 day of December, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared DAYTON O. HYDE and GERDA V. HYDE, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed it.

WITNESS my hand and official seal.



Leola P. Parnell  
Notary Public

9-23-87

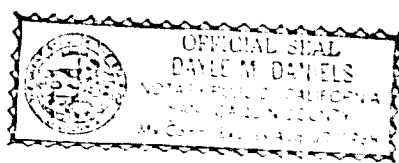
STATE OF CALIFORNIA )

COUNTY OF SAN JOAQUIN )

ss.

On this 29th day of December, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared GREENLAW GRUPE, JR., known to me to be the Chairman of the Board of THE GRUPE COMPANY, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of SAND CREEK RANCH, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

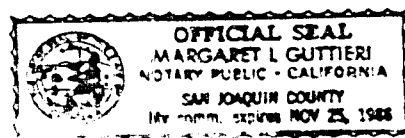


David M. Daniels  
Notary Public

STATE OF CALIFORNIA     )  
                              :     ss.  
COUNTY OF SAN JOAQUIN   )

21632

On this 27<sup>th</sup> day of December, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared DEAN A. CORTOPASSI, known to me to be the President of CORTOPASSI/GRAHAM, INC., the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of SAND CREEK RANCH, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.



Margaret L. Guttieri  
Notary Public



EXHIBIT "A"

21633

Township 32 South, Range 10 E.W.M.

Section 36: S  $1/2$  SE  $1/4$  NE  $1/4$ , SW  $1/4$  NE  $1/4$ , N  $1/2$  N  $1/2$  SE  $1/4$ , N  $1/2$  NE  $1/4$  SW  $1/4$

Township 32 South, Range 11 E.W.M.

- Sec. 5: S  $1/2$  S  $1/2$  SW  $1/4$ ;  
Sec. 6: E  $1/2$  SE  $1/4$ , E  $1/2$  NW  $1/4$  SE  $1/4$ ;  
Sec. 7: N  $1/2$  NE  $1/4$  NE  $1/4$ ;  
Sec. 8: NW  $1/4$ , E  $1/2$  SW  $1/4$ , NW  $1/4$  SW  $1/4$ ;  
Sec. 17: W  $1/2$  NE  $1/4$ , W  $1/2$ , W  $1/2$  SE  $1/4$ ;  
Sec. 20: W  $1/2$  E  $1/2$ , W  $1/2$ ;  
Sec. 29: W  $1/2$  NE  $1/4$ , NW  $1/4$ , S  $1/2$ ;  
Sec. 31: NE  $1/4$  NE  $1/4$ , S  $1/2$  NW  $1/4$  NE  $1/4$ ,  
SW  $1/4$  NE  $1/4$ , S  $1/2$  NE  $1/4$  NW  $1/4$ ,  
SE  $1/4$  NW  $1/4$ , Lot 2.  
Sec. 32: All

Township 33 South, Range 11 E.W.M.

- Sec. 4: W  $1/2$  SW  $1/4$ ;  
Sec. 5: E  $1/2$ , E  $1/2$  NW  $1/4$ , NW  $1/4$  NW  $1/4$ ,  
SW  $1/4$  NW  $1/4$ , SW  $1/4$ ;  
Sec. 8: N  $1/2$ , N  $1/2$  S  $1/2$ ;  
Sec. 9: W  $1/2$  NW  $1/4$ , W  $1/2$  W  $1/2$  SE  $1/4$  NW  $1/4$ ,  
N  $1/2$  NW  $1/4$  SW  $1/4$ , W  $1/2$  NW  $1/4$  N  $1/4$  SW  $1/4$

Township 32 South, Range 11 E.W.M.

- Sec. 18: S  $1/2$  SW  $1/4$  SE  $1/4$   
Sec. 19: NW  $1/4$  NE  $1/4$   
Sec. 7: E  $1/2$  SE  $1/4$  SE  $1/4$   
Sec. 18: NE  $1/4$  NE  $1/4$ , W  $1/2$  SE  $1/4$  NE  $1/4$ ,  
E  $1/2$  SW  $1/4$  NE  $1/4$ , NW  $1/4$  SE  $1/4$ ,  
N  $1/2$  SW  $1/4$  SE  $1/4$

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EXHIBIT "B"

PARCEL 1:

Township 32 South, Range 11 E.W.M.

Section 8: NW 1/4 SW 1/4

PARCEL 2:

Township 32 South, Range 11 E.W.M.

Section 5: S 1/2 S 1/2 SW 1/4

Section 6: E 1/2 SE 1/4, E 1/2 NW 1/4 SE  
1/4

Section 7: N 1/2 NE 1/4 NE 1/4, E 1/2 SE  
1/4 SE 1/4

Section 8: SW 1/4, E 1/2 SW 1/4

Section 18: NE 1/4 NE 1/4, W 1/2 SE 1/4 NE  
1/4, E 1/2 SW 1/4 NE 1/4, S  
1/2 SE 1/4

Section 19: NW 1/4 NE 1/4

PARCEL 3:

Township 32 South, Range 11 E.W.M.

Section 8: SW 1/4 SW 1/4

Section 18: W 1/2 SE 1/4 SW 1/4

Section 19: W 1/2 NE 1/4 NW 1/4

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EXHIBIT "C"

A portion of Sec. 8: NE 1/2, N 1/2 S 1/2, and Section 5,  
T 33 R 11 E.W.M., Klamath County, Oregon, which is 150 feet  
wide and 3700 feet long, for use as a landing strip, and  
an adjacent portion of said Sections 300 feet wide and 300 feet  
long for a parking area for aircraft and ground vehicles,  
bounded by a wire fence, consisting of 14.8 acres, more or less,  
together with an easement at least 30 feet wide for access to  
and egress from such 14.8 acre portion of said Sections, between  
said portion and Williamson River Road.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

This 23rd day of December A. D. 19 84 at 4:17 o'clock P. M., and  
duly recorded in Vol. 134, of Deeds on S. E. 21628

EVELYN B. EHN, County Clerk  
By Evelyn B. Ehn

Fee \$33.00

KLAMATH COUNTY TITLE CO.

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