

WTC 9/16/16-RR

2011-014134

Klamath County, Oregon



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12/23/2011 11:40:24 AM

Fee: \$47.00

After Recording Return To:  
Michael P. Rudd  
411 Pine Street  
Klamath Falls, OR 97601

### LANDING STRIP EASEMENT

This landing strip easement (the "agreement") is made this 22nd day of December, 2011, between Why Buy, LLC, an Oregon limited liability company (herein "Why Buy") and Jerry E. Barrett and Caroline K. Barrett, husband and wife, (herein, "Barrett").

### RECITALS

A. WHEREAS, Why Buy owns a parcel of real property in Klamath County, Oregon, which is legally described as Parcel 1, of Land partition 47-09, in the SE¼ of Section 3, T41S, R10E, Klamath County, Oregon; and

B. WHEREAS, Barrett owns an adjacent parcel of real property in Klamath County, Oregon, which is legally described as Parcel 2 of Land Partition 47-09, in the SE¼ of Section 3, T41S, R10E, Klamath County, Oregon; and

C. WHEREAS, Why Buy and Barrett desire to share an existing landing strip for airplanes that is located on Parcel 1; and

D. WHEREAS, Why Buy and Barrett desire by this agreement to memorialize and set forth the respective rights and obligations of each party concerning the landing strip;

### WITNESSETH

NOW THEREFORE, in consideration of \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged, Why Buy and Barrett agree to create certain easements according to the following terms, covenants, and conditions:

- Easement for the Landing Strip: Why Buy grants to Barrett a non-exclusive easement to use the existing landing strip on Parcel 1 for the purpose of taking off and landing airplanes and other lawfully manufactured and licensed aircraft, and incidental activities thereto, including taxiing, re-fueling, airplane tie downs, and related activities, and for no other purpose. It is the intent of the parties that the easement not be used to store fuel, personal property or any other property upon the easement. The parties covenant and agree to use the easement so as there will be a minimum of activity and burden upon the Parcel 1. This easement is perpetual, is appurtenant and runs with the land, burdening Parcel 1 and benefiting Parcel 2, binding the heirs, successors, and assigns thereto. This easement is non-exclusive and Why Buy retains the right to grant easements in the landing strip.

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A description of the landing strip is described as: A 60 feet wide strip of land located in the SE¼ of Section 3, T41S, R10E, W.M., Klamath County, Oregon, with it's eastern boundary being more particularly described as follows: From the ¼ Corner of Sections 3 and 10, N0°17'30" E 30.00 feet, thence S 89°04'04" E, following along the northern right of way of Falvey Road, 620.00 feet to the True Point of Beginning of said eastern boundary, thence N9°32'45" W 2665.54 feet more or less to the east and west center line of said Section 3.

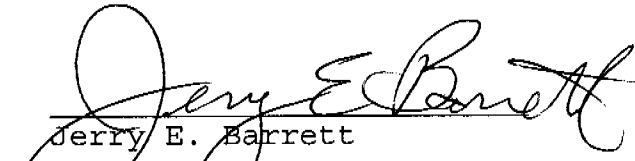
The parties shall share equally in prospective costs of construction, reconstruction, maintenance and repair of the easement and landing strip. The parties shall share equally in all other related costs, governmental fee payments and real property taxes affecting the easement and landing strip. If Why Buy, its heirs, successors or assigns, grants rights in the landing strip to subsequent users, these costs shall be divided in equal shares for payment by each benefited user. There shall be no development within the landing strip area, except for those that are appurtenant to the development and maintenance of the landing strip.

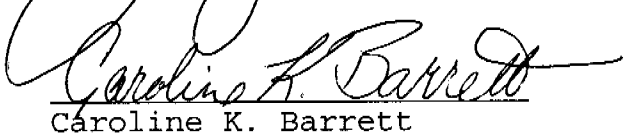
2. Easement to Access the Landing Strip: Why Buy grants to Barrett an exclusive easement for ingress and egress for the purpose of access between Parcel 2 to the landing strip described previously on Parcel 1, whether by person, vehicle, or aircraft. The route of this easement shall be "floating" and may be located, or relocated in a manner that provides the shortest distance and does not unreasonably interfere with the enjoyment of property by either of the parties. Should the parties fail to agree upon the route of this easement, the owner of Parcel 1 shall set the route in a reasonable location. It is understood that Barrett may seek to obtain a license or easement from the Van Brimmer Ditch Co. in order to construct a bridge crossing. This easement is perpetual, is appurtenant and runs with the land, burdening Parcel 1 and benefiting Parcel 2, binding the heirs, successors, and assigns thereto.
3. Indemnification. Barrett agrees to indemnify and defend Why Buy from any loss, claim, or liability to Why Buy arising in any manner out of Barrett's use of the easement. Barrett assumes all risks arising out of their use of the easement and Why Buy shall have no liability to Barrett or others for any condition existing thereon.
4. General Provision: The parties agree that the uses described herein are for the benefit of the designated owners of the parcels, and any of their agents, lessees, licensees, invitees, or any other party making use, whether exclusively or in a shared manner, under their name or in their stead.

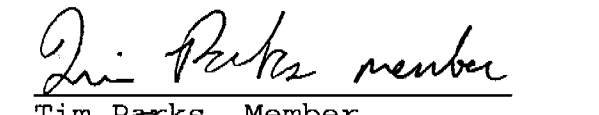
The parties shall cooperate during periods of joint use and the location of the "floating" easements, so that each parties' use shall cause a minimum of interference to the other, however, in case of conflict, Why Buy's right of use shall be dominant.

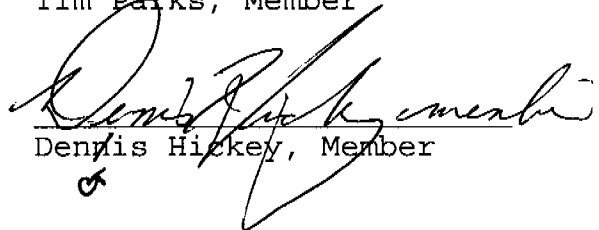
Barrett:

Why Buy, LLC, an Oregon  
Limited Liability Company:

  
Jerry E. Barrett

  
Caroline K. Barrett

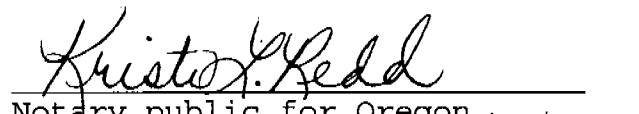
  
Tim Parks, Member

  
Dennis Hickey, Member

STATE OF OREGON            )  
  ) ss. December 22, 2011.  
County of Klamath        )

Personally appeared, Jerry E. Barrett and Caroline K. Barrett,  
and acknowledged the foregoing to be their true act and deed.  
Before me:




  
Notary public for Oregon  
My commission expires: 11/16/2015

STATE OF OREGON            )  
  ) ss. December 22, 2011.  
County of Klamath        )

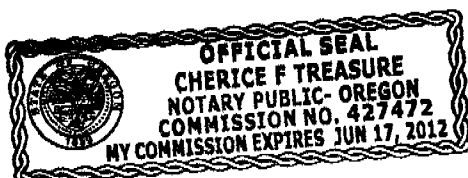
Personally appeared, Tim Parks, and stated he is a member  
of Why Buy, LLC and that said instrument was signed on behalf of  
said limited liability company by authority of its members; and  
he acknowledged said instrument was its voluntary act and deed.  
Before me:




  
Notary Public for Oregon  
My commission expires: 6/17/2012

STATE OF OREGON            )  
  ) ss. December 22, 2011.  
County of Klamath        )

Personally appeared, Dennis Hickey, and stated he is a  
member of Why Buy, LLC and that said instrument was signed on  
behalf of said limited liability company by authority of its  
members; and he acknowledged said instrument was its voluntary  
act and deed. Before me:



  
Notary Public for Oregon  
My commission expires: 6/17/2012