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AIRSTRIP EASEMENT

State of Kansas, Sumner County SS:
 Filed for record on the 20th day of May, 2011 A.D. at 10:05
 o'clock P.M. and recorded in photo
 Book 1119 at page 0682
 fees \$

Jessica D. Anderson

The undersigned, Wamsley Field Pilots Association, LLC ("**Grantor**"), the owner of the following-described property, to wit:

The West Half of the Northwest Quarter of Section 22, Township 30 South, Range 3 West of the 6th P.M., Sumner County, Kansas; EXCEPT the West 345.00 feet of the North 525.00 feet of said Northwest Quarter; AND EXCEPT a tract of land commencing at a point 525 feet South of the Northwest corner of the Northwest Quarter of Section 22, Township 30 South, Range 3 West of the 6th P.M., Sumner County, Kansas, thence South 50 feet on the West line of said Quarter Section, thence East 345.00 feet on a line parallel to the North line of said Quarter Section, thence North 50 feet on a line parallel to the West line of said Quarter Section, thence West 345 feet on a line parallel to the North line of said Quarter Section to the point of beginning; AND EXCEPT Wamsley Homestead Estates, Sumner County, Kansas; AND EXCEPT The West 220 feet of the East 280 feet of the North 240 feet of the West Half of the Northwest Quarter of Section 22, Township 30 South, Range 3 West of the 6th P.M., Sumner County, Kansas, hereinafter ("**Airstrip**").

Said Airstrip having been registered with the Federal Aviation Administration ("**FAA**") as "**Wamsley Field**", carrying FAA identifier SN36.

For good and valuable consideration grants an affirmative easement ("**Easement**") to the owners, their successors and assigns, heirs, beneficiaries and personal representatives ("**Grantees**") of the following described property to wit:

Undeveloped land. East of Runway

A tract of land which is the East Half of the Northwest Quarter of Section 22, Township 30 South, Range 3 West of the 6th P.M, except a tract described as beginning 40.00 feet South and 1380 feet East of the northwest corner of the Northwest Quarter of said Section 22, thence East 291 feet, South 300 feet, West 291 feet, North 300 feet to Point of beginning, comprising 78 acres more or less.

WAMSLEY HOMESTEAD ESTATES a Development of Sumner County

LOTS: 1, 2, 4, 5, 6 & 7 of Block A, And Lots: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 & 13 of Block B, and Lot 1 of Block C, Existing lots along runway and with hangers all in Wamsley Homestead Estates of Wamsley Homestead estates a development of Sumner County Kansas, The West Half of the Northwest Quarter of Section 22, Township 30 South, Range 3 West.

This Easement consists of:

1. **Grant.** The Easement granted hereby grants the Grantees and their guests and invitees the perpetual, non-exclusive use of and right to enter and use the Airstrip, for the purpose of taking off and landing recreational aircraft. Nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of any easement

area to the general public or for the benefit of the general public or for any public purpose, it being the intention of Grantor that this Easement shall be strictly limited to and for the purposes in this Easement expressed.

2. **Maintenance.** Grantor shall maintain the Airstrip in a way to provide a safe and unobstructed takeoff, landing and taxi of any type of aircraft. Should the Grantor fail to maintain the Airstrip in a condition suitable for taking off and landing aircraft, at Grantees expense, shall have the right to enter the Airstrip and perform maintenance, thus keeping it suitable for that purpose.
3. **Use and Injunction.** The Airstrip shall be available for lawful use 24 hours a day, 365 days a year. There shall be no automobile, truck, motorized vehicle or equipment traffic, animals or anything that would obstruct the safe operation of aircraft allowed on the Airstrip, except the occasional use of vehicles or machinery used in the maintenance of the Airstrip. Grantor hereby agrees that Grantor or any Grantee shall be entitled to file an injunction or seek any other legal relief to prevent or remove any impediment or obstruction to the Airstrip located on the property. Grantor hereby waives any objection or defense to such action.
4. **Amendment or Termination.** This Easement shall be amended or terminated only by a written and recorded instrument signed by all parties affected by this Easement.
5. **Binding.** This Easement shall be binding upon and inure to the benefit of the parties' successors and assigns, heirs, beneficiaries and personal representatives. Grantor agrees that the easements, covenants, conditions and terms of this Easement are intended to and shall run with the land and shall benefit the Grantee's Property and burden the Grantor's Property.
6. **Severability.** If any portion of this Easement or any provision in this Easement shall be found to be invalid or unenforceable, the remaining provisions shall continue to be fully effective and enforceable, and Grantor consents to the modification of this Easement, in any manner as a court may deem necessary, to preserve the grant of easements contained in this Easement.
7. **Governance.** This easement shall be governed by and construed and enforced in accordance with the laws of the State of Kansas.

[SIGNATURE ON FOLLOWING PAGE]

SIGNED on this 15th day of July, 2022.

WAMSLEY FIELD PILOTS ASSOCIATION, LLC

Roy Aycock
By: Roy Aycock
Title: Member

STATE OF Kansas)
COUNTY OF Sedgwick) ss.

Before me this 15th day of July, 2022, came Roy Aycock, as
Member of WAMSLEY FIELD PILOTS ASSOCIATION, LLC, known to me
to be the person who executed this Easement, and acknowledged that they fully understand its
contents and freely executed the same as authorized by and on behalf of WAMSLEY FIELD
PILOTS ASSOCIATION, LLC.

Paul Mainz Paul Mainz
NOTARY PUBLIC

My Appointment Expires: 1-25-25

