

**ONE-TIME PERMISSION FOR LANDING ON BEAR COVE FARM  
AIRSTRIp AND PROPERTY INSPECTION**

The Farnsworth Residuary Trust (the "Trust") is the owner of certain real property located near the head of Kachemak Bay, Alaska and has granted the undersigned a one-time permission to use the Bear Cove Farm Airstrip (the "Airstrip"), Site #50320.2\*A, for the purpose of landing, taking off and temporary placement of a private aircraft owned or used by the undersigned or an aircraft in which the undersigned is a passenger.

FOR AND IN CONSIDERATION of receiving a one-time permissive use as a prospective purchaser of the Bear Cove Property (the "Property") and the right to inspect the Property, the undersigned agrees as set forth below:

1. The undersigned agrees on his/her own behalf and on behalf of his/her heirs, agents, guardians, conservators, personal representatives and assigns that (a) the Trust has no responsibility for maintenance, repair, or activation of the Airstrip under Federal Aviation Administrative regulations; (b) the Trust has made no representation, guarantee or warranty to anyone, including the Undersigned that the Airstrip is in a particular condition or is safe or useful as an airstrip or for any other purpose; and (c) the undersigned shall not engage in act(s) illegal under Federal, State, or local law in connection with the use of the Airstrip.

2. The undersigned forever releases, indemnifies, and holds harmless, the Trust and its trustees, beneficiaries, agents, attorneys, contractors, and subcontractors, of and from any and all actions, cause of actions, suits, controversies, demands, obligations, rights, costs, contribution, allocation of fault, claims and damages, of every kind and nature, to or by Undersigned or any other person or entity arising from or in any way connected with the Undersigned's use of the Airstrip or inspection of the Property.

3. This Agreement shall be construed under the law of the State of Alaska. Should any portion of this Agreement be determined by a court of law to be illegal, void or otherwise invalid, the remainder of the Agreement shall remain in full force and effect and shall continue to bind the undersigned.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_