**Noise and Avigation Easement**

The undersigned Grantor(s) is/are the fee simple owner(s) of real estate described as follows (hereinafter referred to as the “Real Estate”):

**Legal Description**

Being all or part of the same real estate conveyed to Grantor(s) by Deed dated **(DATE)**

As recorded in the Office of the **(COUNTY)** County Recorder as Instrument No **(NUMBER)**

THIS INDENTURE WITNESSETH that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Grantor(s), for **(himself) (herself) (themselves)** and **(his) (her) (their)** successors and assigns, for the sum of Ten Dollars ($10.00) and other valuable consideration the receipt and sufficiency of which is hereby acknowledged do hereby grant, bargain, sell and convey to **(AIRPORT SPONSOR)**, its successors and assigns, for the use and benefits of the **(AIRPORT SPONSOR)**, the **(AIRPORT)**, the operators, owners and users of aircraft of all types and for the public in general, a perpetual easement and right-of-way for the free and unobstructed flight and passage of aircraft (“aircraft” being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of, or flight in or through the air) by whomsoever owned or operated, in and through the airspace above, over and across the surface of the Real Estate, together with the right to cause in said airspace such noise, vibration, particulates, or other effects as may be inherent in the operation of aircraft for navigation of flight or passage in and through said airspace, and for the use of said airspace by aircraft for approaching, landing upon, taking off from, maneuvering about or operation on **(AIRPORT)**.

 This Easement and Right-of-way is granted upon and subject to the following terms and conditions.

SECTION I. The Grantor(s) shall not hereafter plant or construct, cause or permit to be planted or constructed, or suffer to remain upon the aforesaid Real Estate subject to said Easement and Right-of-way any bush, shrub, tree, post, fence, building, structure or other obstruction of any kind or nature whatsoever which now extends, or which may at any time in the future extend, into the airspace above the Real Estate which lies **(FEET)** feet in elevation above the surface of the Real Estate from its point of highest elevation as of the date of this easement.

In the event that the Grantor(s) permit any obstruction as defined above to remain upon the aforesaid Real Estate subject to the Easement and Right-of-way herein granted, the **(AIRPORT SPONSOR)** shall have the right, at its sole option after giving (5) days prior notice to Grantor(s), to remove any such obstruction or mark and light any such obstruction, and to use any and all means necessary to effectuate said right. The Grantor(s) hereby grant the **(AIRPORT SPONSOR)** the right of ingress to and egress from the Real Estate for the purpose of inspecting and/or measuring to determine the existence of any such obstruction and for the purpose of exercising its above stated rights to remove any such obstruction or to mark and light any such obstruction.

SECTION II. The Grantor(s), for themselves, their heirs, assigns, successors and legal representatives, hereby expressly release and forever discharge the **(AIRPORT SPONSOR)**, and their respective directors, officers, representatives, agents and employees, from any and all liability whatsoever, including any and all suits, claims, debts, obligations, costs, expenses, actions or demands, vested or contingent, known or unknown, whether for injuries to persons or damages to property, whether in tort, contract or otherwise, which the Grantor(s) may now hold, or have at any time heretofore owned or hold, or may at any other time own or hold by reason of noise, vibrations, particulates, or other effects as may be inherent in the operation of aircraft, caused or created by the flight or passage of aircraft in or through the airspace subject to the Easement and Right-of-way herein granted. In furtherance of the foregoing, the Grantor(s), for themselves their heirs, assigns, successors and legal representatives agree not to sue the AIRPORT SPONSOR or their respective directors, officers, representatives, agents, or employees, for injury to persons or damage to property arising from the use of the Easement and Right-of-way granted herein. The Grantor(s) further agree:

1. That this release covers all injuries and damages, whether known, or unknown and which may hereafter appear or develop, arising from the matters referred to in this easement.
2. That the above stated consideration is all that the Grantor(s) will receive for this easement and no promise for any other or further consideration has been made by anyone.
3. That the Grantor(s) are executing this easement solely in reliance upon their own knowledge, belief and judgement and not upon any representations made by the party released or others in its behalf.

This release and covenant not to sue is limited to such claims as may arise out of the normal operation of aircraft and shall not be operative for claims by the Grantor(s) against an aircraft owner or operator for bodily injury or personal injury as a result of an aircraft directly impacting into or otherwise coming into direct physical contact with the Real Estate or persons located thereon due to the negligent operation of such aircraft.

SECTION III. The Real Estate is located in a noise impacted area and the Grantor(s) understand and accept that present and future noise impacts might be annoying to Grantor(s), users or occupants of the Real Estate and might interfere with the unrestricted use and enjoyment of the Real Estate.

SECTION IV. The Grantor(s) acknowledge that (a) noise impacts might change over time by virtue of greater numbers of aircraft, louder aircraft, seasonal variations and time of day variations; (b) changes in **(AIRPORT)**, aircraft and air traffic control operation procedures or in airport layout plans could result in increased noise impacts; and (c) each Grantor(s)’, occupant(s)’, or user(s)’ own personal perceptions of the noise exposure could change and that his or her sensitivity to aircraft noise could increase; however, such acknowledgement does not affect the provisions of Section II hereof or any of the other terms of this Noise and Avigation Easement.

SECTION V. The Easement and Right-of-way granted herein, and all the terms, conditions and provisions contained herein, are intended to and shall run with the land, and shall be binding upon the Grantor(s), their heirs, assigns, successors and legal representatives forever.

SECTION IV. In the event one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions or parts hereof contained herein and any application thereof shall not in any way be affected or impaired thereby.

TO HAVE AND TO HOLDthe said Easement and Right-of-way and all of the rights appertaining thereto to the **(AIRPORT SPONSOR)**, its successors and assigns, until **(AIRPORT)** shall be abandoned and shall cease to be used for public airport purposes; and the Grantor(s) do for themselves and their heirs, assigns, successors and legal representatives, hereby covenant with the **(AIRPORT SPONSOR)**, its successors and assigns, that the Grantor(s) are lawfully seized and possessed of the Real Estate in fee simple, have a good right and full power to grant, bargain, sell and convey the aforesaid Easement and Right-of-way over said Real Estate in the manner aforesaid; and the Grantor(s) do further covenant and bind themselves, their heirs, assigns, successors and legal representatives, to warrant and forever defend the title to the Real Estate and Easement and Right-of-way to the **(AIRPORT SPONSOR)**, its successors and assigns, against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights to dower, homestead and distributive share, if any, in and to the interest conveyed by this easement.

Words and phrases herein including acknowledgement hereof shall by construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF the Grantor(s) have set their hands the day, month and year first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 GRANTOR GRANTOR

STATE OF **(STATE)** )

 ) SS:

COUNTY OF **(COUNTY)** )

Before me, the undersigned, a Notary Public, in and for said County and State, this **\_\_\_\_** of **\_\_\_\_\_\_\_\_\_\_**, A.D. **\_\_\_\_\_\_**, personally appeared **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, who acknowledged the execution of the foregoing Grant Easement for the uses and purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 (Notary Public)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Printed)

 Resident **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** County

My Commission expires **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Prepared by: