

STANDARD  
AVIGATION AND HAZARD EASEMENT

James T. Lynch III, Doris N. Lynch, Wortham A. Cook, and T. Kathleen Cook (hereinafter referred to as "the Grantor"), on behalf of themselves, their heirs and assigns, grants to the City of Alamogordo, New Mexico, (hereinafter referred to as "the City"), its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to the Alamogordo-White Sands Regional Airport (hereinafter referred to as "the Airport"), for the unobstructed passage of all aircraft in the air space to an infinite height above the following described real property in Otero County, New Mexico:

A tract of land in the Southwest one-quarter of Section 31, T16S, R10E, NMPM, Otero County, New Mexico, described by metes and bounds as follows: Beginning at a point that lies North 86 degrees 30 minutes 31 seconds West, 1,204.51 feet from the Southeast corner of said Section 31, said point of beginning being on the northerly right-of-way line of Desert Lakes Road; thence South 89 degrees 41 minutes 00 seconds West along said right-of-way line, 400.75 feet; thence North 00 degrees 04 minutes 00 seconds West, 585.28 feet; thence North 89 degrees 38 minutes 00 seconds East, 400.96 feet; thence South 00 degrees 03 minutes 00 seconds East, 585.63 feet to the point of beginning, containing 5.38 acres, more or less. Save and except a thirty foot easement across the northerly side of said tract of land for highway and utility purposes, and subject to all easements, restrictions, and reservations of record. [Case S-93-0373(A)]

As used in this Standard Avigation and Hazard Easement (hereinafter referred to as "the Easement"), the term, aircraft, is defined as any contrivance now known or yet to be invented, used or designed for navigation of or flight in the air. The Easement also conveys the right to cause in all air space above the surface of the Grantor's property any noise, vibrations, fumes, dust, fuel particles, and other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on the Airport.

The Grantor waives and releases any right or cause of action which they, their heirs and assigns may now have or may have in the future against the City, its successors and assigns, with respect to the Grantor's property and resulting from the passage or effects described above that may be caused or may have been caused by the described operation of aircraft. This waiver

does not release any person from liability for damages to the Grantor or his successors resulting from the unlawful or negligent operation of any aircraft at any altitude over and across the Grantor's property.

The Easement includes the continuing right in the City to prevent the erection or growth upon the Grantor's property of any building, structure, tree or other object extending to a height of more than fifty feet (50') above ground level, unless the Grantor obtains a specific variance from the Federal Aviation Administration (hereinafter referred to as "the FAA"). At its sole option, the City may remove any such obstruction from the prohibited air space or mark and light the obstruction. The City shall have the right to enter reasonably upon the Grantor's property for these purposes. If the Grantor obtains a height variance from the FAA, the City may also agree to vary the height requirement contained herein.

The Easement and all rights it conveys shall vest in the City, its successors and assigns, until the Airport shall cease to be used for public airport purposes. If, however, 1) another public airport is constructed when the Alamogordo-White Sands Regional Airport ceases to be so used; and 2) this airport requires a prohibited air space to an equal or higher elevation than that established above, then the Easement shall become appurtenant to the new airport and the prohibited air space shall be released only to the level of any higher, newly-established elevation.

The Grantor agrees not to erect or to permit the erection, existence or growth of any building, structure, tree or other object extending into the prohibited air space; nor shall he use or permit the use of the described property in a manner which would create electrical interference with radio communications between any installation upon the Airport and aircraft or which would make it difficult for flyers to distinguish between airport lights and other lights, or which would impair visibility in the vicinity of the airport, or which would otherwise endanger the landing, taking off or maneuvering of aircraft. The Easement shall run with the land.

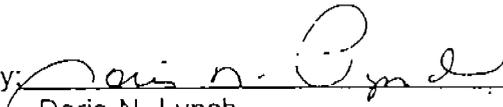
**EXECUTED** on the dates set forth below.

GRANTOR:

Date: 6-2-93

By:   
James J. Lynch III  
910 High Sierra  
Alamogordo, New Mexico 88310

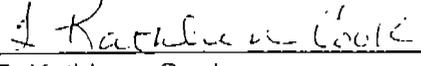
Date: 6-2-93

By:   
Doris N. Lynch  
910 High Sierra  
Alamogordo, New Mexico 88310

Date: 6-7-93

By:   
Wortham A. Cook  
407 Sundial  
Alamogordo, New Mexico 88310

Date: 5/28/93

By:   
T. Kathleen Cook  
407 Sundial  
Alamogordo, New Mexico 88310

APPROVED AS TO FORM:

  
Rebecca W. Ehler  
City Attorney



STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF OTERO )

The foregoing instrument was acknowledged before me this 28 day of May, 1993, by T. Kathleen Cook.

My Commission Expires:

12/19/94

Teresa H. [Signature]  
Notary Public

STATE OF NEW MEXICO } ss.  
OTERO COUNTY }  
FILED FOR RECORD IN MY OFFICE  
This 22 day of June, 19 93  
At 2:45 P and duly recorded  
in Book No. 701 Page 906-910  
the records of Otero County, New Mexico  
[Signature]  
County Clerk, Otero County, New Mexico  
By [Signature] Deputy

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