

*J. Carter*  
2:20 K1

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EASEMENT

WHEREAS, Eneas R. English, Mary E. English, John E. English, and Charles F. English, all unmarried, hereinafter called the Grantors, are the owners in fee simple of that certain tract of land situated in Lancaster County, State of Nebraska, more particularly described as follows:

All of Section Four (4), Township Ten (10) North, Range Six (6) East of the 6th P. M., Lancaster County, Nebraska, lying North and East of the land in said Section Four (4) conveyed to the City of Lincoln, Nebraska, by deed executed of even date herewith,

said tract of land being hereinafter referred to as "Grantors' Land"; and

WHEREAS, the City of Lincoln, Nebraska, hereinafter called the Grantee, is the owner of the Lincoln Municipal Airport situated in Lancaster County, State of Nebraska, in close proximity to the said Grantors' Land; and,

WHEREAS, it is necessary that the portion of Grantors' Land which lies within the northern clear zone approach area of the north-south runway of said airport which said tract of land is identified as "Tract No. E-1" on Exhibit "A" which is attached hereto and made a part hereof, be and remain free and clear of any structure, tree or other object which is or would constitute an obstruction or hazard to the flight of aircraft in landing and taking off at the said Lincoln Municipal Airport, which said clear zone area is more particularly described as follows:

Commencing at the centerpoint of said Section 4, Township 10 North, Range 6 East of the 6th P. M., Lancaster County, Nebraska; thence northerly along the west line of the east one-half of said Section 4 a distance of thirty-seven and fifty-three hundredths (37.53) feet to the point of beginning;

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thence northwesterly along a line bearing north 50 degrees 46 minutes 11 seconds west, a distance of six hundred twenty-five and sixty hundredths (625.60) feet to an intersection with the centerline of the proposed north-south Lincoln Municipal Airport runway extended north; thence continuing northwesterly along the line bearing north 50 degrees 46 minutes 11 seconds west, a distance of seven hundred forty-one and forty-one hundredths (741.41) feet to a point marked "A" on the attached Exhibit "A" which is incorporated herein by this reference; thence continuing northwesterly along the last described course a distance of four hundred seventy-eight and three hundredths (478.03) feet to a point marked "B" on the attached Exhibit "A"; thence northerly along a line bearing north 4 degrees 23 minutes 40 seconds east a distance of approximately one thousand three hundred and thirty-five (1,335) feet to a point on the north line of said Section 4; said point being marked point "C" on the attached Exhibit "A"; thence easterly along the north line of said Section 4 a distance of approximately one hundred and eight (108) feet to a point marked "D" on the attached Exhibit "A"; thence continuing easterly along the north line of said Section 4 a distance of approximately one thousand four hundred and seventy-seven (1,477) feet to a point marked "E" on the attached Exhibit "A"; thence continuing easterly along the north line of said Section 4 a distance of approximately one hundred and eight (108) feet to a point marked "F" on the attached Exhibit "A"; thence southerly along a line bearing south 4 degrees 11 minutes 02 seconds east a distance of approximately two thousand nine hundred and seventy-nine (2,979) feet to a point marked "G" on the attached Exhibit "A", said point "G" being a point from which the point of beginning bears north 50 degrees 46 minutes 11 seconds west a distance of seven hundred fifty-two and twenty-nine hundredths (752.29) feet; thence northwesterly along the line bearing north 50 degrees 46 minutes 11 seconds west a distance of seven hundred forty-eight and two hundredths (748.02) feet to a point marked "H" on the attached Exhibit "A"; thence continuing northwesterly along the line bearing north 50 degrees 46 minutes 11 seconds west a distance of four and twenty-seven hundredths (4.27) feet to the point of beginning; containing 90.4 acres more or less.

NOW, THEREFORE:

In consideration of the sum of One Dollar (\$1.00), paid by Grantee to the Grantors, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, successors, and assigns, do hereby covenant and agree with the Grantee, that, for the benefit of the public in its use of the said airport, they will not hereafter

LAW OFFICES  
**BARNEY, CARTER & BUCHHOLZ**  
610 ANDERSON BUILDING  
LINCOLN 8, NEBRASKA

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erect, or permit the erection or growth of any structure, tree or other object within Tract No. E-1 of Grantors' Land to a height above the clear zone approach surface for that approach area (as also identified on the said Exhibit "A"), said clear zone approach surface being an inclined plane with a slope of one (1) foot of elevation for each forty (40) feet horizontal distance, located directly above the clear zone approach area, which inclined plane has an elevation of one thousand two hundred seventy (1,270) feet (mean sea level) at its lowest and most southerly point, identified as point "H" on Exhibit "A", and an elevation of one thousand three hundred thirty three (1,333) feet (mean sea level) at its upper and most northerly point, the same being identified on Exhibit "A" as Line "DE", said line being also the north line of Section 4, Township 10 North, Range 6 East of the 6th P. M.; and to a height above the transition slope for that transition zone, as also identified on said Exhibit "A", said clear zone transition slope being an inclined plane with a slope of one (1) foot of elevation for each seven (7) feet of horizontal distance, located adjacent to either side of the approach surface and directly above the transition zone, which inclined plane has an elevation equal to the approach surface at its juncture with the approach transition surface (lines "AD" and/or "HE" as shown on said Exhibit "A") and an elevation of one thousand three hundred forty eight (1,348) feet (mean sea level) at its outer and upper edge (lines "BC" and/or "FG" on said Exhibit "A").

The Grantors, for themselves, their heirs, successors and assigns, for the said consideration, do hereby grant and convey to the Grantee for the use and benefit of the public, a perpetual easement and right-of-way for the unobstructed and unrestricted flight of aircraft in, through, and across the airspace over and above Tract E-1 at any altitude above the approach surface and approach transition surface as herein defined.

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The Grantors, for themselves, their heirs, successors, and assigns, for the said consideration, do hereby grant and convey to the Grantee, its agents, servants and employees, a continuing right and easement to take any action necessary to prevent the erection or growth of any structure, tree or other object into the air space above that part of said approach surface and/or transition slope which is directly over Tract No. E-1 and to remove from such air space, or mark and light as an obstruction to air navigation, any and all structures, trees, or other objects that may at any time project or extend above the said approach surface and/or transition slope together with the right of ingress to, egress from, and passage over the land of the grantors within the said clear zone approach area for such purposes.

To have and to hold said easement and all rights appertaining thereto unto the Grantee, its successors and assigns, until said Lincoln Municipal Airport shall be abandoned and shall cease to be used for public airport purposes.

It is understood and agreed that these covenants and agreements shall be binding upon the heirs, administrators, executors, and assigns of the Grantors, that these covenants and agreements shall run with the land, and that, for the purposes of this instrument, that portion of Grantors' Land, identified as "Tract No. E-1", which lies within the clear zone approach area shall be the servient tenement and the said Lincoln Municipal Airport shall be the dominant tenement.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 23<sup>rd</sup> day of August, 1962.

Harold B. Linder  
Witness

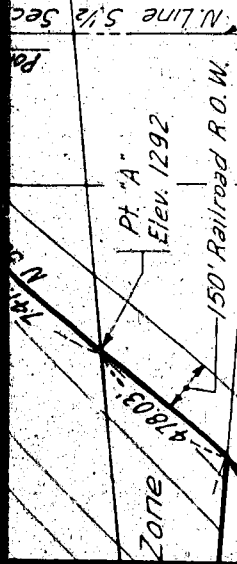
Eneas B. English  
Eneas B. English

Mary E. English  
Mary E. English

John E. English  
John E. English

Charles F. English  
Charles F. English

N 5° 36' 19" W



S Line Sec 4

1050'

### PLAN

Note: Pt of Beginning on W line  
E 1/2 Sec 4 & 37.53' North of  
Centerpoint Sec. 4

Elev. 1348

Upper Edge Transition Slope - Elev. 1348

1350

1300

1250

N End Runway

Elev. 1198  
Runway

Approach Surface 40:1

Approx Terrain Surface

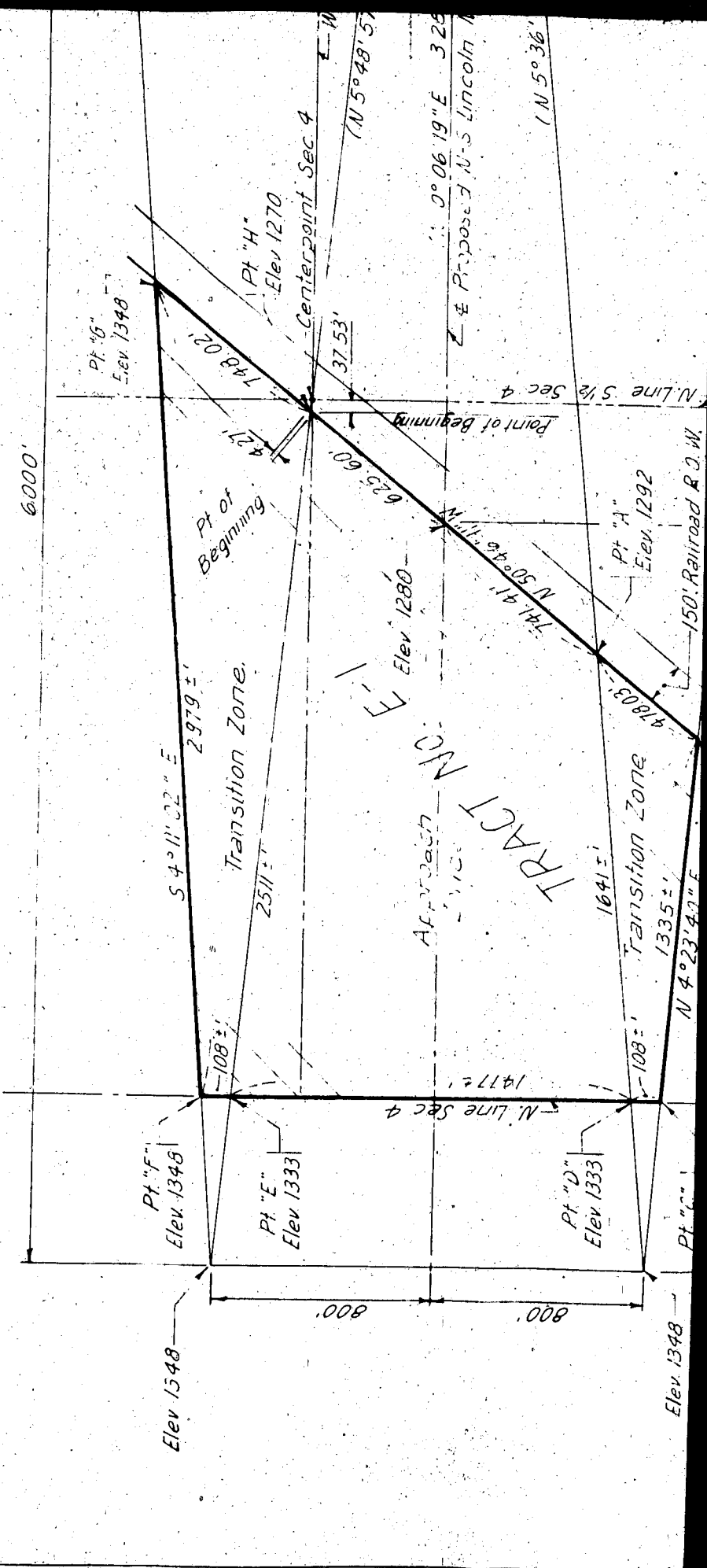
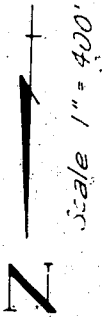
PROFILE  
Scale Horiz. 1" = 400'  
Vert. 1" = 40'

53-59 July 30, 1962

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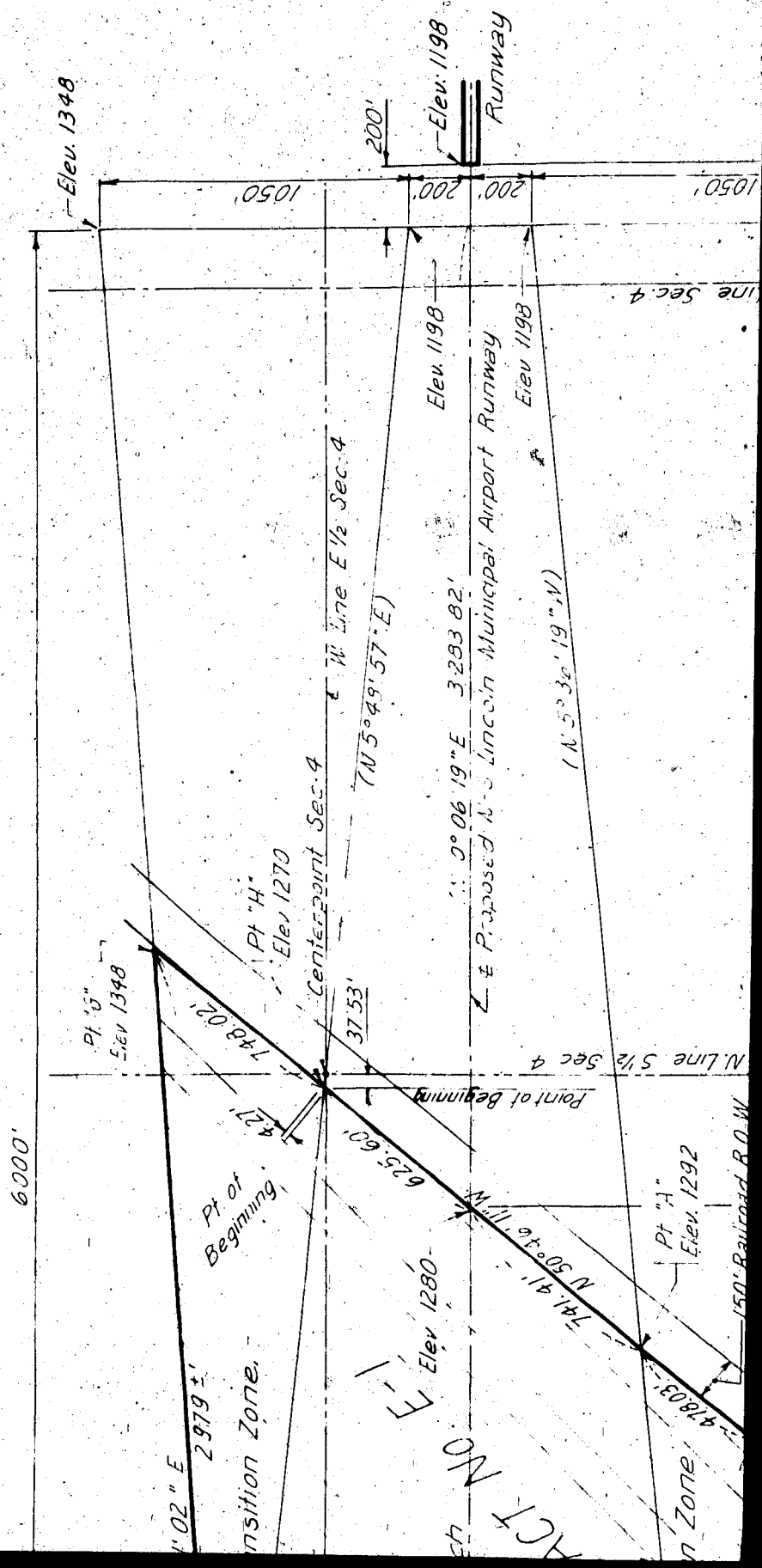
6.65 TRACT E-1  
EASEMENT IN SEC. 4, T10N, R6E

Exhibit "A"



TRACT E-1  
 EASEMENT IN SEC. 4, T10N, R6E

Exhibit "A"



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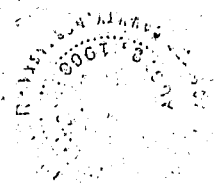
STATE OF NEBRASKA )  
                          ) ss.  
LANCASTER COUNTY )

Before me, a notary public qualified for said county, personally came Eneas R. English, Mary E. English, John E. English and Charles F. English, all unmarried, known to me to be the identical persons who signed the foregoing Easement and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on this 23<sup>d</sup> day of August, 1962.

*David B. Dineen*  
Notary Public

My Commission Expires: August 5, 1968



INDEXED 6-571  
GENERAL *Mural*  
COMPARED  
PAGED 65

STATE OF NEBRASKA ) ss.  
LANCASTER COUNTY )  
Entered on Numerical Index and  
Filed for Record in the Register of  
Records Office of said County the  
21<sup>st</sup> day of AUGUST 1962  
at York and 20  
M., and recorded in  
*Book 10 Page 1075*  
*David B. Dineen*  
Notary Public

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