

EASEMENT

WHEREAS, John A. Lothrop, (Hereinafter called the Grantor), is the owner in fee of that certain tract or parcel of land situate in the County of Saline, State of Nebraska, described in Paragraph 1 below; and

WHEREAS, the City of Crete, Nebraska, (Hereinafter called the Grantee), is the owner of the Crete Airport, situate in the said County of Saline, State of Nebraska, in close proximity to the said tract or parcel of land of the Grantors; and

WHEREAS, for the protection of aircraft landing and taking off at the Crete Airport, it is deemed necessary that the land in the immediate approaches (within approximately one (1) mile) to the runways of the said airport be and remain cleared of any buildings, structures, objects, growths, or assemblies of persons, other than air navigation facilities;

NOW, THEREFORE,

1. In consideration of the sum of Twenty-five Dollars (\$25.00), and other valuable consideration in hand paid the Grantors by the Grantee, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, successors and assigns, do hereby give and grant 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 the following described land, at any altitude or height above the surface of the land:

An irregular shaped tract of land in the northeast quarter (NE $\frac{1}{4}$) of Section 35, Township 8 North, Range 4 East of the 6th P.M., Saline County, Nebraska, being more particularly described as follows:

Commencing at the northeast (NE) corner of the northeast quarter (NE $\frac{1}{4}$) of the above said Section 35; thence in a southerly direction along the east line of the above said northeast quarter (NE $\frac{1}{4}$) a distance of eight hundred ninety eight (898) feet to a point, said point being the point of

beginning; thence in a northwesterly direction along a straight line $118^{\circ}00'$ right from the last described course a distance of five hundred eighty seven (587) feet plus or minus; thence in a southwesterly direction along a straight line $95^{\circ}42'38''$ left of the last described course a distance of four hundred fifty (450) feet; thence in a southeasterly direction along a straight line to a point on the east line of the above said northeast quarter ($NE\frac{1}{4}$), said point being three hundred fifty two (352) feet south of the point of beginning; thence in a northerly direction along the east line of the above said northeast quarter ($NE\frac{1}{4}$) to the point of beginning.

Said tract containing 5.76 Acres more or less including 0.27 Acres of County Road Right of Way.

2. The Grantors, for themselves, their heirs, successors and assigns do hereby covenant and agree that they will not erect, maintain, or allow any buildings, structures, or objects to remain or be placed on the real estate described in Paragraph 1 herein, or permit any growths thereon; provided, however, that the Grantors reserve unto themselves, their heirs, successors and assigns, the right of use of the said land for agricultural purposes and may bring farm machinery on the land temporarily as necessary to carry out farming tasks; and provided further that the Grantors do further reserve unto themselves, their heirs, successors and assigns, the right to retain, use and maintain in their present form and location the following:

All fences now situated thereon

3. The Grantors, for themselves, their heirs, successors and assigns, do hereby further covenant and agree that they will not use or suffer the said land to be used by any assembly of persons or in such a manner as might attract or bring together an assembly of persons thereon.


4. The Grantors, for themselves, their heirs, successors and assigns, do hereby further give and grant to the Grantee a continuing right of entry upon the aforesaid land for the purpose of removing and preventing the construction or erection of any buildings, structures, or facilities and the growth of any trees or other objects upon the land, other than those herein expressly excepted.


5. It is understood and agreed that these covenants and agreements shall be binding upon the heirs, administrators, executors, and assigns of the parties, that these covenants and agreements shall run with the land, and that for the purposes of this instrument, the real estate described in Paragraph 1 and owned by John A. Lothrop shall be the servient tenement, and the following described land, owned by the Grantee, shall be the dominant tenement, to-wit:

The Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-six (36), Township Eight (8) North, Range Four (4), East of the 6th P.M., Saline County, Nebraska.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 26th day of October, 1966.

WITNESS:






STATE OF NEBRASKA)
) ss.
)
COUNTY OF SALINE)

On this 26th day of October , 1966, before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came John A. Lothrop and Edna C. Lothrop, husband and wife, to me known to be the identical persons whose names are subscribed to the foregoing Easement, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above




THOMAS J. DREDLA, JR., NOTARY PUBLIC

My commission expires July 25, 1967.

No.	DATE	FILED	COUNTY	RECORDED
/ 10				

EASEMENT

John A. Lothrop
to
City of Crete

THE STATE OF NEBRASKA } ss
SALINE COUNTY }

Entered in numerical index and filed for record
in the County Clerk's Office of said County,
the 26 day of

October 1966 at

1 o'clock and 30 minutes

P. M., and Recorded in Book 115 of

Deeds on page 345

Joseph J. Ripa

By: *Lillian W. Over*
Deputy

From: Thomas J. Dredla Jr.

Return: Dredla & Dredla
Crete, Nebraska

Charge: Cal Steele
Secretary of the
Airport Authority
Crete, Nebraska

Chg \$4.75 W