

AVIGATION EASEMENT
BRADLEY INTERNATIONAL AIRPORT

THIS EASEMENT granted this _____ day of _____, 20____, by

of _____, Connecticut and their successors or assigns hereinafter referred to as the "Grantors", to the State of Connecticut, Department of Transportation, Bureau of Aviation and Ports, and their successors or assigns, hereinafter referred to as the "Grantee".

WITNESSETH:

WHEREAS, "Grantee" is charged with the operation, administration, improvement, regulation and protection of state-owned airports; and

WHEREAS, Bradley International Airport is a state owned airport located in the Town of Windsor Locks, Connecticut, hereinafter referred to as the "Airport"; and

WHEREAS, certain real estate is owned by "Grantors", in fee simple, more particularly described in Book____ Page _____ of the records of the Town of _____ and by this reference made a part hereof, and referred to hereinafter as the "Property"; also known as _____

_____ and

WHEREAS, "Grantee" is undertaking a residential sound insulation program to grant certain relief regarding aviation noise to property owners residing near the "Airport" and whose property lies within certain noise zones more commonly referred to as those areas above DNL 65 dB as shown upon the 2008 Noise Exposure Map from the FAA approved 14 CFR Part 150 Study, in return for which the "Grantors" must convey to "Grantee" an avigation and noise easement; and

WHEREAS, "Grantee" has agreed to provide "Grantors" sound insulation, and "Grantors" have elected to participate in this program.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged by the parties, Grantors hereby grant and convey unto Grantee, for the use and benefit of the grantee and the public, a perpetual easement on, over, across, and upon the Property for the unobstructed use and passage of all types of aircraft (as hereinafter defined), in and through the airspace above Grantors' property, more particularly described as follows:

1) Said easement to run on, over, across, and upon the above described real property encompasses the air space above the surface of Grantors' Property having the same boundaries as the above described property and extending from the surface upwards to the limits of the atmosphere of the earth. Grantor further agrees that no structures exceeding _____ feet in height (as measured from the highest elevation of the Property at ground levels) shall be constructed on the Property and no other improvements, fixtures or structures in excess of _____ feet in heights (as measured from the highest elevation of the Property at ground level) shall be permitted to be located or remain on the Property.

Grantor further grants to the Grantee the right to enter upon the Property to trim any trees or other vegetation which exceed _____feet in height (as measured from the highest elevations of the Property at ground level), at no cost or expense to Grantor. Any such entry by the Grantee shall be at reasonable hours and with reasonable notice to Grantor and the Grantee shall remove any limbs, wood or other debris generated by its entry so as not to interfere with Grantor's continuing use of the Property.

2) To have and to hold said easement in perpetuity unto the said Grantee, and its successors and assigns, until said Airport shall be abandoned and shall cease to be used for airport purposes.

3) Said easement shall run with the land and be appurtenant to and for the benefit of all of the real property comprising and known as Bradley International Airport and such other additional property or interest therein as shall be subsequently acquired or designated from time to time by Grantee or its successors and assigns as constituting a part of the Airport, and the easement shall be in gross for the benefit of Grantee and all other persons and entities who directly or indirectly use the easement as a result of any type of use of the property and facilities constituting the Airport, including aviation ground and flight operations.

4) Said easement shall encompass all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, including, but not limited to the right to cause in all airspace above or in the vicinity of the surface of Grantors' Property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of Grantors' Property or in landing at or taking off from, or operating at or on said Bradley International Airport; and Grantors do hereby fully waive, remise, and release for themselves and their heirs, administrators and executors, successors and assigns, any right or cause of action which they may now have or which they may have in the future against Grantee, its successor and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the normal operation of aircraft landing at, or taking off from, or operating at or on said Airport, now and in the future, while recognizing that the quantity of such operations may increase in the future.

5) All of the uses provided for in this easement shall be without any liability of Grantee or of any other person or entity entitled to the benefits of this easement for emotional injury to persons, animals or any other living thing, the diminution in value of any personal or real property, and discomfort or interference with the audio portion of television and/or radio by, from, or arising from, noise generated from the normal operation of aircraft. This grant expressly does not exclude claims by the Grantor or those claiming under it for physical or personal injury caused by any air traffic utilizing the easement, which does actual physical damage to the property or persons located therein.

6) The Grantors for their heirs, successors, and assigns, do hereby covenant that they are lawfully seized of an indefeasible estate in the herein described property; and they have the right to grant and convey the estate, interest and easement herein conveyed;

and that they will specially warrant and defend unto the Grantee and its assigns, forever, the quiet and peaceable use and enjoyment of the herein granted easement.

7) As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed for the purpose of transporting persons or property through the air, by whoever owned or operated.

IN WITNESS WHEREOF, the "Grantors" have hereunto set their hands and seals this day of _____, 20____. Signed, sealed and delivered in the presence of:

STATE OF CONNECTICUT

ss:

COUNTY OF HARTFORD

On this _____ day of _____, 20____, before me personally appeared

to me known and known by me to be the parties executing the foregoing instrument, and they acknowledged said instrument, by them executed, to be their free act and deed.

Commissioner of the Superior Court
Notary Public
My Commission Expires: