

After recording, return to:
Updike, Kelly & Spellacy, P.C.
265 Church Street - 10th Floor
New Haven, CT 06510

Attention: Hugh I. Manke, Esq.

EASEMENT

THIS EASEMENT made this ____ day of _____, 2016, by and between _____ of New Haven/East Haven, Connecticut, and their successors or assigns hereinafter referred to as the "Grantor(s)", and Tweed-New Haven Airport Authority, a public instrumentality and political subdivision of the State of Connecticut created under Connecticut General Statutes Sec. 15-120g et seq., as amended, hereinafter referred to as the "Grantee".

WITNESSETH:

WHEREAS, Grantee is charged with the management and operation of Tweed New Haven Airport; and

WHEREAS, certain real property is owned by Grantor(s), in fee simple, commonly known as **Address, City**, Connecticut and more particularly described in Exhibit A attached hereto and made a part hereof, and referred to as the "Property";

WHEREAS, the Property meets certain interior noise level criteria and lies within certain noise zones commonly referred to as those areas above Day Night Average Sound Level of 65 decibels, as depicted on the Official Noise Contour Map of the Airport ("2017 Future DNL Contour") dated November, 2012 and available for review and inspection at the Airport's administrative offices, 155 Burr Street, New Haven, CT 06512; and

WHEREAS, Grantee is offering a residential sound insulation program for the Property to reduce aircraft noise experienced by Grantor(s) in the interior of the structure located on the Property; and

WHEREAS, Grantor(s) have elected to receive, and Grantee has agreed to provide, sound insulation on the Property, more particularly described in Schedule 1 attached hereto and made a part hereof; and

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged by Grantor(s), Grantor(s) hereby grant and convey and assign to Grantee, a perpetual easement more particularly described as follows:

- 1) The real property subject to the grant of easement hereinafter described is an airspace parcel ("Airspace Parcel") above the surface of the Property having the same boundaries as the Property and extending from the surface upwards to the limits of the atmosphere.

2) Grantor(s) hereby grant to Grantee a perpetual easement (“Easement”) in and across the Airspace Parcel for passage of lawful flight operations, including take-offs and landings, and for all sound, vibration, discomfort, inconvenience, intrusion, interference with use and enjoyment, and any consequent reduction in market value, all due to noise caused directly or indirectly by the lawful operation of aircraft at or near the Airport, regardless of frequency, time of day, type of aircraft, or proximity to the Property.

3) The Easement is granted in perpetuity unto said Grantee and its successors and assigns, until said Airport shall be abandoned and shall permanently cease to be used for airport, heliport or helipad purposes. For purposes of the preceding sentence, no temporary suspension or cessation of aviation operations because of adverse weather conditions, natural or man-made disaster, war, war-like or terroristic acts or conditions, interruption in the availability of navigational, radar, air traffic control, electrical or communications utilities, construction or maintenance and repair operations or similar circumstance shall be construed as an abandonment of use for airport, heliport or helipad purposes.

4) The Easement shall run with the land and be appurtenant to and for the benefit of all of the real property comprising and known as the Airport. The Easement shall also be in gross for the benefit of Grantee, its successors and assigns, and all other persons and entities that directly or indirectly use the Easement as a result of any type of use of or activity at the Airport, but do not own an interest in land with respect to the Airport.

5) This Easement does not exclude the making of claims by the Grantor(s), or those claiming under the Grantor(s), 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 by coming into direct physical contact with the Property or persons located therein. This Easement also does not exclude the Grantor(s) from seeking to participate in any future Federal Aviation Administration noise mitigation programs offered by Grantee for which Grantor(s) may be eligible due to changes to the 2017 Future DNL Contour.

6) The Grantor(s), for their heirs, successors, and assigns, do hereby covenant that they are lawfully seized of an indefeasible estate in the Property; and they have the right to grant and convey the Easement; and that Grantor(s) will warrant and defend unto the Grantee and its assigns, forever, the quiet and peaceable use and enjoyment of the Easement.

7) In the event any section, paragraph, sentence or clause of this Easement shall be found to be illegal or unenforceable under the laws of Connecticut, such defect shall not be construed as invalidating any other section, paragraph, sentence or clause of this Easement.

IN WITNESS WHEREOF, the Grantor(s) have executed this instrument this _____ day of _____, 2016.

In the presence of:

Name:

Name:

Name:

Name:

STATE OF CONNECTICUT)

) ss. at _____, 2016

COUNTY OF NEW HAVEN)

Then and there, before me, the undersigned officer, personally appeared _____ and _____, to me known (or adequately proven) to be the party or parties executing the foregoing instrument and acknowledged the same to be his/her/their free act and deed.

By: _____

Printed Name: _____

Notary Public

My commission expires: _____

Commissioner of the Superior Court

EXHIBIT A
[Legal Description]

SCHEDULE 1
[Schedule of sound insulation work]