

**STANDARD  
AVIGATION AND HAZARD EASEMENT**

Desert Hills Inc., Desert Hills East Inc., William I. Danley and Vivian Danley (hereinafter referred to as "the Grantors"), for themselves and their successors and assigns, grant 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 Lot 2, in the Southwest one-quarter Northeast one-quarter of Section 6, T17S, R10E, NMPM, Otero County, New Mexico, described by metes and bounds as follows: Beginning at the Northwest corner of said Lot 2 and going South 00 degrees 02 minutes 50 seconds East along the West line of said Lot 2 a distance of 2655.70 feet; thence South 89 degrees 40 minutes 30 seconds East a distance of 635.01 feet; thence North 00 degrees 02 minutes 50 seconds West a distance of 1124.92 feet; thence North 02 degrees 10 minutes 30 seconds West a distance of 195.58 feet; thence North 00 degrees 16 minutes 54 seconds East a distance of 1418.94 feet; thence North 89 degrees 59 minutes 54 seconds West a distance of 635.88 feet; then South 00 degrees 02 minutes 50 seconds East a distance of 80.00 feet to the said place of beginning, and containing 39.786 acres, more or less. [Case A-95-0041(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 Grantors' 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 Grantors waive and release any right or cause of action which they or their successors 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 Grantors or their successors resulting from the unlawful or negligent operation of any aircraft at any altitude over and across the Grantors' property.

The Easement includes the continuing right in the City to prevent the erection or growth upon the Grantors' property of any building, structure, tree or other object extending to a height of more than fifty feet (50') above the surface of the land. 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 Grantors' property for these purposes. If the Grantors obtain a height determination from the Federal Aviation Administration, the City may 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.

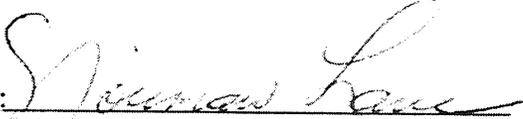
The Grantors agree not to erect or to permit the erection, existence or growth of any building, structure, tree or other object extending into the prohibited air space; nor shall it use or permit the use of the described property in a manner which would create electrical interference with radio communications 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.

**GRANTORS:**

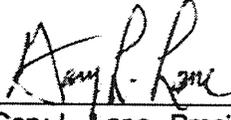
**DESERT HILLS, INC.**

Date: 5/1/95

By:   
Norman Lane, President  
2423 Desert Hills Drive  
Alamogordo, New Mexico 88310

**DESERT HILLS EAST, INC.**

Date: 5/1/95

By:   
Gary L. Lane, President  
2423 Desert Hills Drive  
Alamogordo, New Mexico 88310

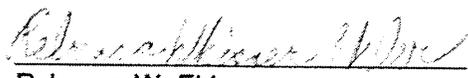
Date: 5/3/95

By:   
William I. Danley  
2483 Desert Hills Drive  
Alamogordo, New Mexico 88310

Date: 5/3/95

By:   
Vivian Danley  
2483 Desert Hills Drive  
Alamogordo, New Mexico 88310

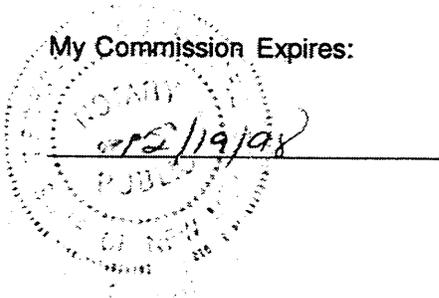
**APPROVED AS TO FORM:**

  
Rebecca W. Ehler  
City Attorney

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

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of May, 1995, by Norman Lane, President of Desert Hills, Inc., on behalf of the corporation.

My Commission Expires:

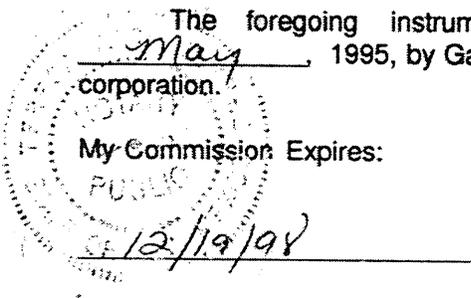


Teresa Y Gutierrez  
Notary Public

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

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of May, 1995, by Gary L. Lane, President of Desert Hills East, Inc., on behalf of the corporation.

My Commission Expires:

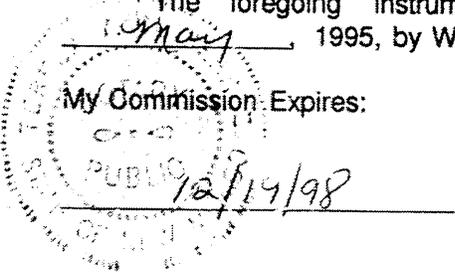


Teresa Y Gutierrez  
Notary Public

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

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of May, 1995, by William I. Danley.

My Commission Expires:

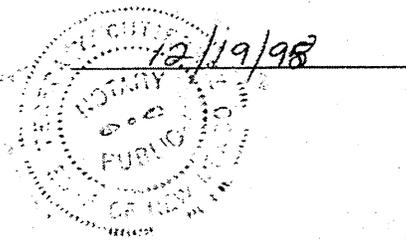


Teresa Y Gutierrez  
Notary Public

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

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of May, 1995, by Vivian Danley.

My Commission Expires:



Tereza Y. Martinez  
Notary Public

STATE OF NEW MEXICO } S.S.  
OTERO COUNTY }

FILED FOR RECORD IN MY OFFICE

This 7 day of June, 1995

AB 50's Book P recorded

in Book No. 804 704-708

the records of Otero County, New Mexico

Mary D. Quintana  
County Clerk, Otero County, New Mexico

By Ken Cray Deputy

5378



**STANDARD  
AVIGATION AND HAZARD EASEMENT**

Sedona Development, Inc. (hereinafter referred to as "the Grantor"), for itself and its successors 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 North one-half of Section 6, T17S, R10E, NMPM, described by metes and bounds as follows: Beginning at the Southwest corner of the Southwest quarter Northeast quarter and going North 00 degrees 02 minutes 50 seconds West along the West line of said Southwest quarter Northeast quarter a distance of 997.98 feet; thence along the arc of a curve to the right whose central angle is 05 degrees 58 minutes 06 seconds and whose radius is 325.00 feet and whose chord bears North 53 degrees 49 minutes 48 seconds East an arc distance of 33.85 feet; thence along the arc of a curve to the left whose central angle is 14 degrees 32 minutes 41 seconds and whose radius is 239.08 feet and whose chord bears North 49 degrees 32 minutes 30 seconds East an arc distance of 60.69 feet; thence North 47 degrees 43 minutes 51 seconds West a distance of 50.00 feet; thence North 32 degrees 53 minutes 22 seconds West a distance of 197.73 feet; thence North 30 degrees 02 minutes 08 seconds East a distance of 141.22 feet; thence South 00 degrees 02 minutes 50 seconds East a distance of 58.98 feet; thence South 89 degrees 41 minutes 15 seconds East a distance of 627.75 feet; thence South 02 degrees 10 minutes 30 seconds East a distance of 195.58 feet; thence South 00 degrees 02 minutes 50 seconds East a distance of 1124.92 feet; thence North 89 degrees 40 minutes 30 seconds West a distance of 635.01 feet to the said place of beginning, and containing 19.299 acres, more or less [Case V-02-0454(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 it or its successors 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 its 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 the surface of the land or extended above the elevation of 4347 feet above mean sea level, whichever is less restrictive. 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 determination from the Federal Aviation Administration, the City may 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 it 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:

SEDONA DEVELOPMENT, INC.

Date: 2-21-02

By: Tommy J. Messer  
Tommy J. Messer, President  
3106 Los Robles  
Alamogordo, NM 88310

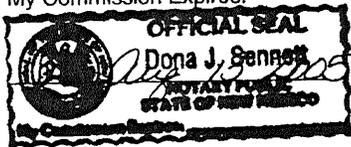
APPROVED AS TO FORM:

Rebecca W. Ehler  
Rebecca W. Ehler, City Attorney

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

The foregoing instrument was acknowledged before me this 21 day of February, 2002, by Tommy J. Messer, President of Sedona Development, Inc., on behalf of the corporation.

My Commission Expires:



[Signature]  
Notary Public

STATE OF NEW MEXICO ) ss.  
OTERO COUNTY )  
FILED FOR RECORD IN MY OFFICE  
This 12 day of March 20 02  
At 9:58 clock A M and duly recorded  
in Book No. 1016 Page 272-274  
The records of Otero County, New Mexico

Mary D. Quintana  
County Clerk, Otero County, New Mexico  
Kim Chay Dep. Cl.  
2578