

INTERLOCAL AGREEMENT

This Agreement is made and entered into by and between the Airport Authority of the City of Lincoln, Nebraska, a body politic, hereinafter referred to as "Airport Authority" and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City".

RECITALS

I.

The Interlocal Cooperation Act §§ 23-2201 through 23-2207, Reissue Revised Statutes of 1943, as amended, provides that two or more public entities may enter into agreements for joint or cooperative action and this agreement is made and entered into pursuant to the provisions of that act.

II.

Pursuant to Neb. Rev. Stat. § 3-504 (Cum. Supp. 2002) Airport Authority has authority to acquire in the name of the City real property or rights or easements therein necessary or convenient for its public purposes.

III.

Pursuant to Neb. Rev. Stat. § 3-503 (Cum. Supp. 2002) the City may acquire by purchase or condemnation real property in the name of the City for the airport or which are useful in connection therewith as part of aviation operation, air navigation, and air safety operation.

IV.

Pursuant to Neb. Rev. Stat. § 3-503 (Cum. Supp. 2002), the City and Airport Authority are authorized to enter into agreements providing for the conveyance of property to the City or Airport Authority for use in connection with the airport and the City Council is granted authority to authorize such contracts by resolution.

V.

The City, as part of its zoning code, has adopted Lincoln Municipal Code Chapter 27.58 creating an Airport Environs Noise District and establishing regulations therefor. Under the existing Airport Environs Noise District regulations, as amended by Ordinance No. 17752 adopted on October 30, 2000, uses of land within the district are permitted only upon condition that the property owner file a covenant, notice and acknowledgment with the Register of Deeds for Lancaster County that the property is located in the Airport Environs Noise District. The purpose of the covenant, notice and acknowledgment is to disclose airport noise and overflight impact to future purchasers as a condition of subdivision, community unit plan, special permit, use permit, or building permit approval.

VI.

Airport Authority believes it is necessary to acquire an aviation easement to fully protect the airport from claims of damages from airport noise and overflight impact.

VII.

Airport Authority has requested the City as part of its subdivision, community unit plan, special permit, use permit, or building permit process to require property owners to grant an aviation easement.

VIII.

City is willing to accommodate Airport Authority and amend its Airport Environs Noise District regulations to require the grant of an aviation easement as a condition of subdivision, community unit plan, special permit, use permit or building permit approval, provided Airport Authority agrees to save and hold the City harmless from all losses, claims, and damages rising out of such requirement.

NOW, THEREFORE, in consideration of the City amending its Airport Environs Noise District regulations to require the grant of an aviation easement and the mutual covenants contained herein, the parties agree as follows:

1. General Procedures.

A. Upon receipt of an application to approve a subdivision, community unit plan, special permit, use permit, or building permit on property located within the Airport Environs Noise District, the City shall notify Airport Authority of said application.

B. Upon receipt of notice from the City of the application for subdivision, community unit plan, special permit, use permit, or building permit approval, Airport Authority will contact the property owner on behalf of the City and seek to obtain an

avigation easement for said property located in the Airport Environs Noise District pursuant to the terms of Lincoln Municipal Code Chapter 27.58.

C. Upon receipt of a fully executed avigation easement from the property owner, Airport Authority shall file said avigation easement with the Register of Deeds at Airport Authority's own cost and expense and notify the City in writing of said filing.

D. The City will not approve any application for a subdivision, community unit plan, special permit, use permit or building permit on property located in the Airport Environs Noise District until it receives notice from Airport Authority or has other actual notice that said avigation easement has been acquired and filed of record.

E. The City shall coordinate land use, transportation planning and zoning regulations in and around the Lincoln Airport with Airport Authority.

F. Airport Authority will maintain and share with the City any record it maintains of properties where avigation easements have been filed.

2. Liability.

Airport Authority shall save and hold harmless the City from all losses, claims, and damages arising out of the City's requirement that an avigation easement be granted as a condition of approval for a subdivision, community unit, special permit, use permit, or building permit on property located within the Airport Environs Noise District.

3. Agreement Term and Termination.

This agreement shall commence on September 1, 2004, and shall continue from year to year thereafter unless terminated by the parties. Either party may terminate this

agreement upon giving one year's notice in writing to the other party of its intention to terminate this agreement.

IN WITNESS WHEREOF, each of the parties have caused this agreement to be executed in duplicate by the respective duly authorized officers as indicated below.

Dated this ____ day of _____, 2004.

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Coleen J. Seng, Mayor

Dated this ____ day of _____, 2004.

ATTEST:

**AIRPORT AUTHORITY OF THE
CITY OF LINCOLN, NEBRASKA**

Secretary

Chairman

APPROVED AS TO FORM:

Johnson Law Office
Legal Counsel for the Airport Authority
of the City of Lincoln, Nebraska

APPROVED AS TO FORM:

City Attorney