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AVIGATION AND NOISE EASEMENT

This INDENTURE is made this 29 day of September, 2005, between Hartland Homes, Inc., a Nebraska corporation, hereinafter called "Grantor", and the Airport Authority of the City of Lincoln, a public body corporate and politic, hereinafter called "Airport Authority":

WHEREAS, Grantor is the owner in fee simple of a certain tract of land situated in Lancaster County, State of Nebraska, more particularly described as:

See attached Exhibit "A",

said tract of land being hereinafter referred to as "Grantor's Land"; and

WHEREAS, Airport Authority, as an agency of the City of Lincoln, Nebraska, is the owner and operator of a public airport known as Lincoln Airport situated on land adjacent or in close proximity to the above-described property; and

WHEREAS, Grantor has agreed to grant to the Airport Authority and City of Lincoln, Nebraska, the following Avigation and Noise Easement for the right of flight and consequent aircraft noise over Grantor's Land.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor, for itself, its successors and assigns, hereby grants and conveys to the Airport Authority and to the City of Lincoln, Nebraska, for the use of the Airport Authority, its successors and

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assigns, a perpetual easement and right-of-way for the unobstructed and unrestricted flight of aircraft in, through, and across the airspace over and above Grantor's Land, at any legally permissible altitude, and the right, to the extent permitted by law, to make noise and cause fumes and disturbance arising from the ground and flight operations of all civil and military aircraft to, from, and upon Lincoln Airport, regardless of the means of propulsion.

The Grantor, for itself, its successors, and assigns, does hereby waive all right to and interest in any claim or cause of action against the Airport Authority or the City of Lincoln, arising out of or from any legally permissible noise, vibration, avigations, pollution, light or noise generated from, above or on airport property, or sonic disturbance of any description, caused by flight operations of civil and military aircraft regardless of the means of propulsion, to, from and upon Lincoln Airport, which may result in damage to land or to any person, structure or other property located upon Grantor's Land, excepting, however, any claim or cause of action for any damage or injury to person or property resulting from any aircraft, or object therefrom, falling on, propelled into, or striking any person or property on Grantor's Land.

The Grantor, for the said consideration, further agrees, that if Grantor or its successors or assigns, should sell or alienate any portion of Grantor's Land, Grantor, its successors or assigns shall include in every deed or conveyance evidencing such sale or alienation, a recitation that the grant is subject to all conditions contained within this Avigation and Noise Easement, and further as a condition of such transaction, Grantor shall require each Grantee to include such recitation in any subsequent deed or conveyance of any of the property herein above described as Grantor's Land.

EXHIBIT "A"

Lots One (1) through Ten (10), Block One (1); Lots One (1) through Fourteen (14), Block Two (2); Lots One (1) through Five (5), Block Three (3), Lots One (1) through Nineteen (19), Block Four (4); Lots One (1) through Ten (10), Block Five (5); Lots One (1) through Fifteen (15), Block Six (6); Lot One (1), Block Seven (7); and Lots One (1) through ~~Fifteen (15)~~, Block Eight (8) and Outlots A, B, C and D, all in Hartland Homes Southwest 5th Addition, Lincoln, Lancaster County, Nebraska. *LE*

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