

Inst # 2019037323 Tue Sep 24 14:05:25 CDT 2019  
Filing Fee: \$34.00  
Lancaster County, NE Assessor/Register of Deeds Office EASE  
Pages 5



---

RETURN TO: William F. Austin, Esq.  
Blake|Austin Law Firm  
301 South 13<sup>th</sup> Street, Suite 101  
Lincoln, NE 68508

**AVIGATION AND NOISE EASEMENT**  
(Hartland Homes Southwest 10<sup>th</sup> Addition)

This INDENTURE is made this 13<sup>th</sup> day of September, 2019, between Newt Development, LLC, a Nebraska Limited Liability Company, 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 of a certain tract of land situated in Lancaster County, State of Nebraska, more particularly described as:

See Exhibit "A" attached,

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 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 hereinabove described as Grantor's Land.

In the event any condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such easement, condition or provision shall in no way affect any other condition or provision herein contained.

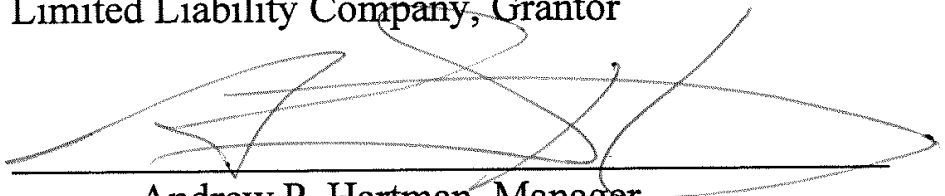
It is understood and agreed that this easement shall be binding upon the successors and assigns of the Grantor, and that this easement shall run with Grantor's Land.

TO HAVE AND TO HOLD said Avigation and Noise Easement hereby granted unto the Airport Authority and the City of Lincoln for the use of the Airport Authority, its successors, and assigns, as appurtenant to the said Lincoln Airport and every part thereof.

IN WITNESS WHEREOF, the undersigned has caused his signature to be affixed this 13th day of September, 2019.

NEWT DEVELOPMENT, LLC, a Nebraska Limited Liability Company, Grantor

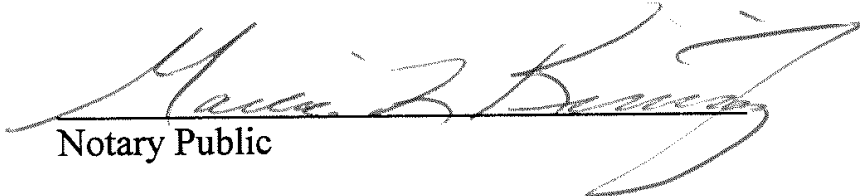
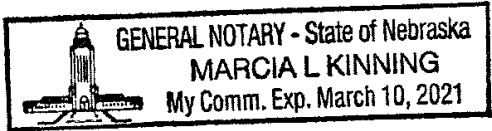
By:



Andrew P. Hartman, Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER    )

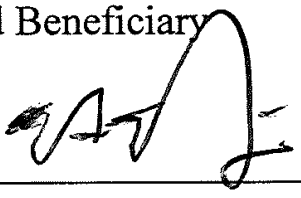
The foregoing instrument was acknowledged before me this 13th day of September, 2019, by Andrew P. Hartman, Manager, on behalf of Newt Development, LLC, a Nebraska Limited Liability Company, the Grantor.

  
Notary Public

**CONSENT OF LIENHOLDER**

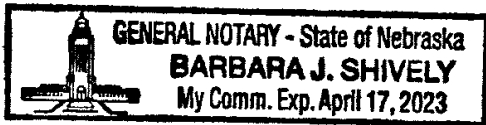
The undersigned holder of that certain Deed of Trust filed as Instrument No. 2018022570 in the office of the Register Deeds for Lancaster County, Nebraska, against the real property described above, does hereby consent to the grant of the above-described Avigation and Noise Easement and to subordination of the lien of said Deed of Trust thereto.

CATTLE BANK & TRUST,  
Trustee and Beneficiary

By:   
 Name: Matt Minchow  
 Title: Vice President

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF Lancaster )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September, 2019, by Matt Minchow, Vice President, on behalf of the Trustee and Beneficiary.



Barbara J. Shively  
 Notary Public

**EXHIBIT "A"**

Lots One (1) through Nine (9), Block 1; Lot One (1), Block 2; Lots One (1) through Fifteen (15), Block 3; Lots One (1) through Nine (9), Block 4; Lots One (1) through Thirteen (13), Block 5; Lots One (1) through Ten (10), Block 6; Lots One (1) through Twelve (12), Block 7; Lots One (1) through Three (3), Block 8; Lots One (1) and Two (2), Block 9; and Outlot "A"; all in Hartland Homes Southwest 10<sup>th</sup> Addition, Lincoln, Lancaster County, Nebraska.

HAHOS/O