

Dan Jalta

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LANCASTER COUNTY, NE

AVIGATION AND NOISE EASEMENT

INDENTURE made this 7th day of August, 2000, between Aspen Builders, Inc., hereinafter referred to as "Grantor" and 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 follows:

Lot 102, Irregular Tracts in The NW 1/4 of
Sec 33, T 10N, R 6E of the 6th P.M.
LANCASTER COUNTY, NEBRASKA

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 Municipal Airport situated on land adjacent or in close proximity to the above described property; and

WHEREAS, Airport Authority and its predecessors in right and title have conducted the operation of the Lincoln Municipal Airport continuously over the past 30 years resulting in airport noise and overflight impact to Grantor's land; and

WHEREAS, Grantor has made application for development of the said tract of land which is within the Airport Noise Zone District; and

WHEREAS, in acknowledgment of the aforesaid existing condition, Grantor has agreed to grant to Airport Authority of the City of Lincoln, Nebraska, the following avigation and noise easement; in consideration of and as required by the provisions of the Lincoln Municipal Code relative to development within the Airport Noise Zone District.

NOW THIS INDENTURE, WITNESSETH:

Grantor, for himself, his heirs, successors and assigns, for the said consideration, hereby grants and conveys to the Airport Authority of the City of Lincoln, Nebraska, its successors and assigns, a perpetual avigation and noise easement for the unrestricted flight of aircraft over Grantor's land down to an altitude of 1,698 feet mean sea level or 500 feet above the Lincoln Municipal Airport elevation, and the right to make noise and cause fumes and disturbances arising from the ground and flight operations of all civil and military aircraft to, from and upon Lincoln Municipal Airport regardless of the means of propulsion.

The Grantor, for himself, his heirs, 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 noise, vibration, avigations, pollution 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 Municipal 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 the premises of the Grantor.

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

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

It is understood and agreed that these covenants and agreements shall be binding upon the heirs, administrators, successors, executors, and assigns of the Grantor, and that these covenants and agreements shall run with Grantor's land.

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

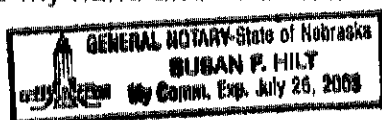
IT WITNESS WHEREOF, the undersigned have signed this Avigation and Noise Easement this 7 day of August, 2000.

Aspen Builders, Inc. by: Robert L. Benes
Grantor President.

STATE OF NEBRASKA }
COUNTY OF LANCASTER } SS.

On this 7 day of August, 2000, before me, a duly appointed and qualified notary public, personally appeared Robert L. Benes, to me known to be the same and identical person who signed the above and foregoing instrument as President, and he did acknowledge the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and seal on the date last aforementioned.



Susan F. Hilt
Notary Public