

#17.50

Don J. Galt

REGISTER OF DEEDS

2000 OCT -6 P 4: 14

LANCASTER COUNTY, NE

INST. NO 2000

044144

BLOCK

CODE WESTINTR
WESTINTR 1

CHECKED

ENTERED

EDITED

AVIGATION AND NOISE EASEMENT

INDENTURE made this 26TH day of JULY, ~~2000~~,
between RESEARCH & DEVELOPMENT CORP., 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:

LOTS 4, 5, & 6, Block 1
WESTERN STATE INDUSTRIAL TRACT
ORIGINAL.
LOTS 15 & 16, BLOCK 1, WESTERN STATE IND. TRACT.
1ST ADDITION.

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

*Research + Development +
311 N 8th
Lincoln NE 68508*

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 disturbance 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 to 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 26TH day of JULY, 2000, ~~19~~.

[Signature], PRESIDENT.
Grantor

STATE OF Nebraska)
COUNTY OF Lancaster) SS.

On this 26th day of July, 192000, before me, a duly appointed and qualified notary public, personally appeared JEFFREY K LEWIS, to me known to be the same and identical person who signed the above and foregoing instrument as PRESIDENT - RESEARCH & DEVELOPMENT CORP, 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.



Melissa A. Koci
Notary Public

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