

860

AVIGATION AND NOISE EASEMENT AND COVENANT AGREEMENT

INDENTURE made this 28 day of December, 1981, between Phillip Stettinger, 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 12, 13 and 14 of Irregular Tracts in the South half of Section 21, Township 10 North, Range 6 East, 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, Grantor has agreed in consideration, receipt of which is hereby acknowledged, to grant Airport Authority and City of Lincoln, Nebraska, the following Avigation and Noise Easement and Covenant Agreement for the right of flight and consequent aircraft noise over Grantor's Land.

NOW THIS INDENTUR, WITNESSETH:

Grantor, for himself, his heirs, successors and assigns, for the said consideration, hereby grants and conveys to the City of Lincoln, Nebraska, for the use of 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 navigable airspace, for the safe takeoff and landing at Lincoln Municipal Airport, over and above Grantor's Land, at any altitude, and the right to make noise and cause fumes and disturbance arising from the ground and flight operations of all civil and military

860  
aircraft to, from and upon Lincoln Municipal Airport, regardless of the means of propulsion.

The Grantor, for itself, successors, and assigns, for the said consideration, does hereby grant and convey to Airport Authority, its agents, servants and employees, a continuing right and easement to remove, mark, light, or to take any action necessary to prevent the erection or growth of, any structure, tree and other object into the navigable airspace above Grantor's Land which may constitute an obstruction to safe air navigation to, from or upon Lincoln Municipal Airport, together with the right of ingress to, egress from, and passage over Grantor's Land in any present or future clear zone approach area for said purpose.

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 into, or striking any 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 Covenant Agreement, and further as a condition of such transaction, Grantor shall require each Grantee to include such recitation in any subsequent

