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AVIGATION EASEMENT

THIS INDENTURE made and entered into this day of 1994, between Humphries Family Trust, hereinafter referred to as Grantor, and DOUGLAS COUNTY, NEVADA a quasi-political subdivision of the State of Nevada, hereinafter referred to as Grantee;

The Grantor for an in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, paid by the Grantee to the Grantor, the receipt and sufficiency of which are hereby acknowledged, does hereby grant the Grantee, its successors and assigns, a perpetual and assignable easement over the following described parcel of land in which the Grantor holds a fee simple, designated on the attached Exhibit "A", attached hereto and by this reference made a part hereto, and hereinafter referred to as "Parcel A"

Grantor agrees that he, his heirs, successors and assigns, shall not hereafter erect, or permit the erection or growth of any structure, tree or other object on the real property described in "Parcel A" to a height above 4,805 feet above mean sea level (the "Airspace").

Grantor further agrees that the easements and rights hereby granted to Grantee in and over the Airspace of "Parcel A" are for the purpose of granting an easement in the air space above said 4,805 foot height over said parcel for the passage of aircraft as now or hereafter may be necessary or desirable and ensuring that said Airspace above "Parcel A" shall remain free and clear of any structure, tree, or other object which is or would constitute an obstruction or hazard to the flight of aircraft in landing and taking off at the Douglas County Airport; that these rights shall include, but not be limited to the following:

- 1. For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, or any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the Airspace hereinabove described; and
- 2. The easement and right to cause or crease, or permit or allow to be caused or created within all space above the existing surface of the hereinabove described real property and any and Airspace laterally adjacent to said real property, such noise, vibration, currents and other effects of air, illumination and fuel consumption as may be inherent in, or may arise or occur from or during the operation of aircraft of any and all kinds, now hereafter know or used, for navigation of or flight in air; and
- Э. A continuing right to clear and keep clear from the Airspace any portions or building, structures, improvements of any kinds, and of trees or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees or other things which extend into or above a horizontal place lying at an elevation 4,805 feet above mean sea level.

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342330 BK0794PG3189 The easements and right-of-way herein granted shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the Douglas County Airport, in the County of Douglas, State of Nevada; and shall further be deemed in gross, being conveyed to the Grantee for the benefit of the Grantee and any and all members of the general public who may use said easement or right-of-way, in landing at, taking off from or operating such aircraft in or about the Douglas County Airport, or in otherwise flying through said Airspace.

This grant of easement shall not operate to deprive the Grantor, his successors or assigns, of any right which it may from time to time have against any air carrier or private operator for negligent or unlawful operation of aircraft.

These covenants and agreement run with the land and are binding upon the heirs, administrators, executors, successors and assigns of the Grantor, and for the purpose of this instrument, the real property firstly hereinabove described is the servient tenement and said Douglas County Airport is the dominant tenement.

TO HAVE AND TO HOLD said easement and all rights appertaining thereto until the Grantee, its successors and assigns, until said Douglas County Airport shall be abandoned and shall cease to be sued for public airport purposes.

IS UNDERSTOOD AND AGREED that these covenants agreements shall run with the land and shall be binding upon the heirs, administrators, executors, successors, and assigns of the Grantor, and that for the purpose of this instruments, "Parcel A" shall be the servient tenement and said Douglas County Airport shall be the dominant tenement.

IN WITNESS WHEREOF, the Grantor hereto has executed this Agreement on the day and year first above written.

"GRANTOR"

Clerence Bro Clarence Humphries,

Annie Lorene Humphries, Trustee Trustee

STATE OF NEVADA

SS

COUNTY OF DOUGLAS

JULY On this day of 199 personally and appeared before me, a Notary Public, CLARENCE C HUMPHONS Andre (Create the uphicles I reastre personally known to me to be the persons whose names are subscribed to the attached instrument who

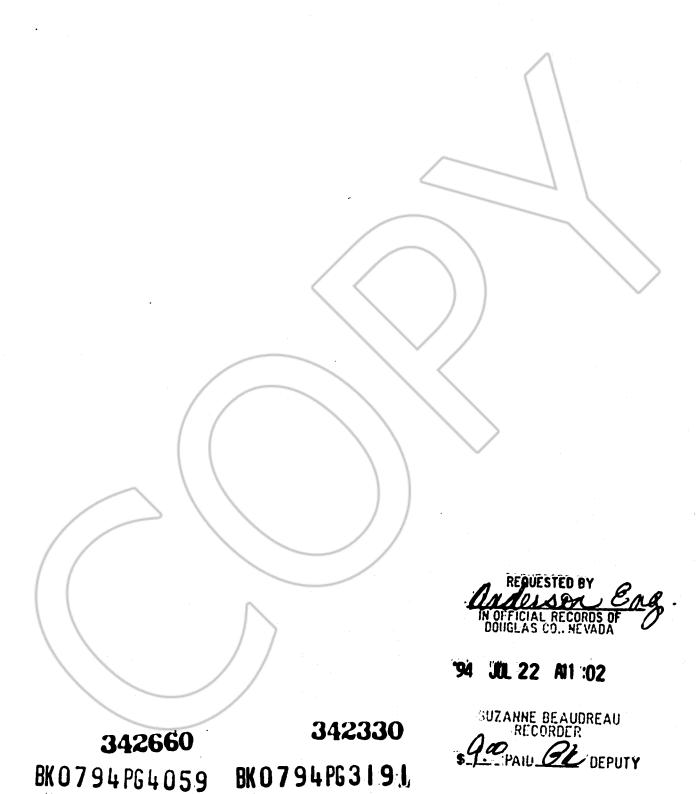
acknowledged that they executed the foregoing instrument.

GLENNA M. OLMSTEAD COMM. # 1010006 Notary Public — California ORANGE COUNTY My Comm. Expires NOV 21, 1997

TOTAL P.03

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BK0794PG3190



DESCRIPTION

All that certain lot, piece or percel of land situate in the County of Douglas, State of Neveds, described as follows:

The Northwest 1/4 of the Northeast 1/4 of Section 8, Township 13 North, Renge 20 East, M. D. B. & M., Douglas County, Neveda.

RESERVING THEREFROM an ensement for road and utility purposes, over and across the West 50 feet of said land.

Reference is also made to Percel 5 of Land Division Map for NEVIS INDUSTRIES, INC., recorded July 18, 1978, as Document No. 23087.

A.P.N. 23-010-20



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