

March 28, 2007

WHEREAS, the attached avigation easement, release, and disclosure agreement has been volunteered in connection with Lots 20, 21, 22, and 23 in City Block 4493, located on the east corner of Maple Avenue and Fielder Court, fronting approximately 140 feet on the northeast line of Maple Avenue, having a depth of approximately 550 feet, and containing approximately 1.57 acres, which is the subject of Zoning Case No. Z056-145 (DW); and

WHEREAS, the City Council desires to accept the avigation easement, release, and disclosure agreement in the attached instrument; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

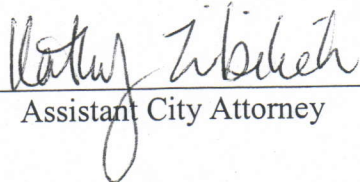
Section 1. That the avigation easement, release, and disclosure agreement in the attached instrument be and is hereby accepted by the City Council of the City of Dallas, Texas, to be used in conjunction with the development of property that is the subject of Zoning Case No. Z056-145 (DW).

Section 2. That this avigation easement, release, and disclosure agreement must be filed in the Deed Records of Dallas County, Texas.

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:

THOMAS P. PERKINS, JR., City Attorney

By: 
Assistant City Attorney

APPROVED  APPROVED _____ APPROVED _____
HEAD OF DEPARTMENT DIRECTOR OF FINANCE CITY MANAGER

GRANTOR does hereby waive, release, quitclaim and forever hold harmless GRANTEE, and its respective successors and assigns, officers, agents and employees from any and all claims for damages of any kind that GRANTOR might hereafter assert by reason of the passage of any and all aircraft and related effects as described above. By execution of this Avigation Easement, Release, Indemnification, and Disclosure Agreement, GRANTOR agrees not to file a claim or lawsuit against GRANTEE, its successors and assigns, officers, agents and employees, and agrees to indemnify and hold harmless GRANTEES, the Board, their successors and assigns, and their officers, agents and employees, against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by the operation of aircraft landing at or taking off from, or operating at or on the Love Field Airport as it is now or as it may hereafter be configured, or any other airport owned by the GRANTEE, except that the indemnity and release provided for in this paragraph shall not be construed to release the owners or operators of aircraft from liability for damage or injury to person or property caused by falling aircraft or falling physical objects from aircraft, except as stated herein with respect to noise, vibration, fumes, dust and lubricant particles.

GRANTOR, their heirs, successors and assigns, hereby agrees that they have an affirmative duty at the time of offering for sale all or any portion of the Property to disclose the existence of this instrument and avigation easement on the Property to prospective purchasers by means of a sales listing sheet, whether the sale is listed by GRANTOR or by a licensed agent. Further, GRANTOR specially agrees that the execution by the GRANTEE of any assignment or assignments of the terms of this Avigation Easement, Release, Indemnification, and Disclosure Agreement to any other municipal corporation or public agency shall extend the terms hereof to any such assignee without extinguishment of its terms, and it is agreed that this Avigation Easement, Release, Indemnification, and Disclosure Agreement shall be binding upon GRANTOR, their heirs and assigns, and to any and all successors in interest to all or any portion of the Property.

This Avigation Easement, Release, Indemnification, and Disclosure Agreement shall be binding upon GRANTOR, their successors, heirs, executors, administrators and assigns, and shall be a covenant running with the land, same to be recorded in the Deed Records of the county in which the Property is situated.

TO HAVE AND TO HOLD said Avigation Easement, Release, Indemnification, and Disclosure Agreement and all rights appertaining thereto unto the GRANTEE, its successors and assigns, until said Love Field Airport or successor airports shall be abandoned and shall cease to be used for public airport purposes, and GRANTOR does hereby bind itself, its heirs, successors and assigns to WARRANT AND FOREVER DEFEND all and singular this Avigation Easement, Release, Indemnification and Disclosure Agreement unto GRANTEE, and its respective successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 31st day of January, ²⁰⁰⁷2006.

GRANTOR:
N. MOTION CONCEPTS, LLC

By: [Signature]
Jerry Surber, JR,
Member

By: [Signature]
Kelle Hill
Member

(Acknowledgment)

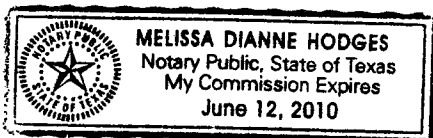
THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 31st day of January, ²⁰⁰⁷2006,
by Jerry Surber, JR, member of N. MOTION CONCEPTS, LLC.

My Commission Expires:

June 12, 2010

[Signature]
Notary Public, State of Texas



Melissa Hodges
Notary's printed name:

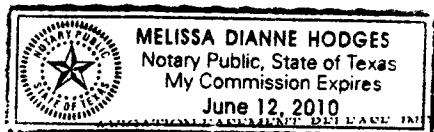
THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 31st day of January, ²⁰⁰⁷2006,
by Kelle Hill, member of N. MOTION CONCEPTS, LLC.

My Commission Expires:

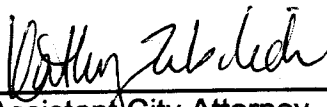
June 12, 2010

[Signature]
Notary Public, State of Texas



Melissa Hodges
Notary's printed name:

Approved as to form:
THOMAS P. PERKINS, JR
City Attorney

By 
Assistant City Attorney