

EXHIBIT "C"
AVIGATION EASEMENT

THIS AVIGATION EASEMENT DEED ("Avigation Easement") is executed this ___ day of _____, 20___, by _____ with a mailing address of _____, as the Grantor, in favor of BROWARD COUNTY, a political subdivision of the State of Florida with its mailing address at 115 South Andrews Avenue, Suite 409, Fort Lauderdale, Florida 33301, hereinafter referred to as the Grantee. (Wherever used in this document, the terms "Grantor" and "Grantee" shall mean both singular and plural, as the context requires, and shall include all the parties to this instrument and their heirs, personal representatives, successors, agents and assigns).

WITNESSETH:

WHEREAS, Grantee is the owner of the Fort Lauderdale-Hollywood International Airport located in Broward County, Florida (the "Airport"); and

WHEREAS, Grantor is the owner of certain property located in Broward County, Florida, as described more fully below; and

WHEREAS, Grantee is undertaking a Voluntary Residential Sound Insulation Pilot Program ("Program") to grant certain relief regarding aviation noise to property owners residing near the Airport and whose property lies within certain noise zones, in return for which the Grantor must convey to Grantee this Avigation Easement, as hereinafter described; and

WHEREAS, Grantee has agreed to provide Grantor sound insulation and Grantor has elected to participate in this Program;

NOW, THEREFORE, the Grantor, in consideration for Grantee's agreement to assist with certain modifications and installation in Grantor's property for noise-impact reduction purposes and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the Grantee, for its use and benefit as owner and operator of the Airport, an assignable ~~and perpetual~~ easement on, over, across and upon Grantor's property, described as: **[insert legal description or attach exhibit]** together with all ~~tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to such property, and all~~ of Grantor's rights, title and interest in and to any and all streets, ~~roads, highways, easements,~~ rights-of-way, drainage rights, privileges, rights of reverter, riparian rights, covenants, restrictions, agreements and other rights appurtenant to or benefiting such property, hereinafter referred to collectively herein as the "Property" for uses described below, and identified as an Avigation Easement over all of the Property.

TO HAVE AND TO HOLD said easement ~~in perpetuity~~ unto the Grantee, and its successors and assigns, until said Airport shall ~~be abandoned and shall~~ cease to be used for airport purposes by Grantee, its successors, and assigns, or until the Termination Date (as hereinafter defined), which ever shall first occur.

AND

That the Grantor, for and in further consideration of the Grantee's agreement to assist with certain modifications and installation on the Property for noise-impact reduction purposes, as set forth above, hereby grants, covenants, and agrees as an appurtenance to the foregoing easement, as follows:

A. Said easement shall have a continuing public right of free, unrestricted, and unobstructed flight over, through, and across the airspace over the Property by aircraft (as hereinafter defined) of any and all kinds as may, now or in the future during the term hereof, use the Airport, together with the right to cause such effects upon the Property as may normally result from the overflight of aircraft and the taking off and landing of aircraft at the Airport during the term hereof. ~~Said easement shall run over, across, and upon the above described real property and shall encompass the air space above the surface of Grantor's Property having the same boundaries as the above-described Property and extending from the surface of the Property upwards to the limits of the atmosphere of the earth.~~ The Grantor shall have no right to damages on account of noise, vibrations, aircraft lights, fumes, dust or other particulate matter, fuel particles, fear, interference with sleep, enjoyment and communication and any and all other effects that may be alleged to be incident to or resulting from any aircraft flying over the Property, or from the operation of aircraft landing or taking off or operating lawfully from the Airport. Grantor does hereby release the Grantee, its commissioners, officers, agents, servants, employees, successors and assigns, of and from any and all claims, demands or causes of action of every kind or nature which Grantee now has, has ever had, or may have in the future including, but not limited to, damages to the Property due to any of the effects, activities, and incidents described above that may occur during the term hereof.

B. Grantor further agrees that said easement shall further have as its purpose the prohibition of intrusion into, encroachments upon and obstructions into the airspace that exceeds sixty (60) feet elevation above the ground surface of the Property. Grantor agrees that no buildings, structures, improvements or vegetation exceeding sixty (60) feet elevation shall be permitted to be located, constructed or remain on the Property, now or in the future. The easement and right-of-way hereby grants to the Grantee the continuing right to prevent the erection or growth upon the Property of any building or other structure, tree or other vegetation, or any other object, whether natural or man-made that might now or in the future, extend into the airspace over Grantor's Property that is above sixty (60) feet in elevation from the ground surface of the Property. Grantee may remove from said air space, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such

building, structure, tree, vegetation, or other objects now upon, or which in the future may be upon Grantor's Property. Grantor further grants the Grantee the right to enter upon the Property to trim any trees and any other vegetation which exceed the above elevation, or to remove, mark or light as obstructions any such building, structure, tree, vegetation or other such objects, all at Grantee's sole expense. Any such entry by the Grantee shall be at reasonable hours and with reasonable notice to Grantor and the Grantee shall remove any limbs, wood or other debris generated by its entry so as not to interfere with Grantor's continuing use of the Property.

C. All of the uses provided for in this easement shall be without any liability of Grantee or of any other person or entity entitled to the benefits of this easement for emotional injury to persons, animals or any other living thing, or the diminution in value of any personal or real property, or discomfort or interference with the audio portion of television and/or radio by, from, or arising from, noise generated from the normal operation of aircraft. This grant expressly does not exclude claims by the Grantor or those claiming under Grantor for physical or personal injury caused by any air traffic utilizing the easement, which does actual physical damage to the property or persons located therein.

D. As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not be limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

~~E. The Grantors for their heirs, successors, and assigns, do hereby covenant that they are lawfully seized of an indefeasible estate in the herein described property; and they have the right to grant and convey the estate, interest and easement herein conveyed; and that they will specially warrant and defend unto the Grantee and Grantor's assigns, forever, the quiet and peaceable use and enjoyment of the herein granted easement.~~

E. That it is further understood and agreed by and between the Grantor and the Grantee that the covenants, rights, privileges and easements granted and conveyed herein shall run with the land, and that, for the purposes of this instrument, the Property described above shall be the servient estate and the Airport shall be the dominant estate. No waiver, modification, amendment, or termination of this instrument shall be effective unless contained in a written document executed by both Grantee and Grantor, with the same formality and of equal dignity as this instrument. If any covenant, condition or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained. This document shall be construed in accordance with the laws of the State of Florida and venue shall be Broward County, Florida. The remedies of injunction and specific enforcement shall be available to the

parties to enforce this Avigation Easement, as well as all other remedies that may be available at law and in equity.

F. And that the Grantor does hereby covenant to and with the Grantee that the Grantor is the owner in fee simple of the Property described above and that Grantor has a legal and valid right to execute this instrument, which shall be binding upon said execution by Grantor.

G. Termination Date. The "Baseline Contour" for this Avigation Easement is the Federal Aviation Administration ("FAA") preferred alternative/long term ultimate 2020 noise exposure contour. The term of this Avigation Easement shall commence upon recordation hereof, and shall terminate on the earlier to occur of: (1) the date upon which the Airport shall cease to be used for airport purposes; or (2) the date that a subsequent FAA approved noise contour shows an increase of five decibels of noise over the Baseline Contour at the location of the Property .

IN WITNESS WHEREOF, the Grantor has set its hand and seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Name typed or printed

Name typed or printed

AVIGATION EASEMENT DEED

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

State of Florida At Large

My Commission Expires:

Commission Number: _____

(SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

State of Florida At Large

My Commission Expires:

Commission Number: _____

(SEAL)