

The following deed restrictions will be included in the conveyance document to the buyer ("Grantee"). A copy of these restrictions were included in the Invitation for Sealed Bid and provided to all bidders.

Reservations from and Exceptions to Conveyance: The Property is located in close proximity to Austin-Bergstrom International Airport, a municipal airport in Travis County, Texas owned and operated by Grantor. The Property was acquired, and is being conveyed, by Grantor in accordance with an Airport Noise Compatibility Program under Title 14 Code of Federal Regulations Part 150. This conveyance is made on and subject to the following Reservations and Exceptions to Conveyance, each of which shall apply to and run with the land. **THESE RESERVATIONS AND EXCEPTIONS TO CONVEYANCE LIMIT GRANTEE'S USE OF THE PROPERTY.** Acceptance of this Deed Without Warranty by Grantee shall constitute acceptance of all of the terms, covenants, conditions, limitations, and restrictions to which the Property is subject. The Reservations and Exceptions to Conveyance are for the benefit of Grantor, and its successors and assigns, and shall apply to Grantee, its heirs, successors, assigns, and all persons claiming any right, title or interest in the Property by, through or under Grantee.

1. **Avigation Easement.** Grantor reserves unto itself, and its successors and assigns, a perpetual easement ("Avigation Easement") for the free and unobstructed right of flight and passage of Aircraft (as hereinafter defined) through the navigable airspace over, on, along, and across the Property, subject to and in accordance with, the following terms, covenants, and restrictions:
 - a. The Avigation Easement is for the benefit of Grantor and the public, including, without limitation, all owners, operators, and passengers of Aircraft operating into and out of Austin-Bergstrom International Airport (the "Airport"). The Easement is appurtenant to the land comprising the Airport including any additions thereto wherever located.
 - b. The rights reserved by Grantor under this Avigation Easement expressly include the privilege and right to cause in the airspace above or in the vicinity of the Property noise (which could exceed levels of DNL 65dB), vibrations, fumes, odors, deposits of dust, fuel, de-icing fluids, or other particulate matter, interference with television, radio, telephone, or telecommunications signals, and any and all other effects that may directly or indirectly result from, or be caused by, the operation of Aircraft over or in the vicinity of the Property, or by the landing, taking off, or operation by Aircraft at, from, or on the Airport. Grantee acknowledges that the number of flights and the impacts of such flights may increase in the future.
 - c. As used in this instrument, "Aircraft" shall mean any contrivance now known or hereafter invented, designed or used for navigation or flight in air or space.

2. Covenant Prohibiting Airport Hazards.

- a. Grantee, and its heirs, successors and assigns, shall not create or maintain an Airport Hazard, as defined in Chapter 25-13 of the Austin City Code, as amended or recodified from time to time, on the Property. The foregoing covenant prohibits, without limitation, any land use, structure, or object of natural growth that exceeds the height limitations set forth in Title 14 Code of Federal Regulations Part 77, as amended or recodified from time to time.
- b. Grantee, and its heirs, successors and assigns, shall not interfere with visual, radar, radio or other systems for tracking, communicating with, monitoring or controlling Aircraft; construct or maintain lighting on the Property that interferes with the ability of an Aircraft pilot to distinguish between Airport lights and Grantor's lights, or that creates glare in the eyes of a pilot; impair visibility in the vicinity of the Airport; create or maintain a Wildlife Hazard, as defined by Title 14 Code of Federal Regulations Part 139, as amended, or recodified from time to time; or otherwise endanger the landing, taking off, maneuvering or flight of Aircraft.
- c. Grantee, for itself and its heirs, successors and assigns, grants Grantor and its successors and assigns, the continuing right to enter on, over, and across the Property and to take such actions as are reasonably necessary or required to abate or remove an Airport Hazard or other condition created or maintained on the Property in violation of the Restrictive Covenants in this Deed.

3. Covenant Limiting Land Uses. Grantee, for itself and its heirs, successors and assigns, covenants and agrees that:

- a. The Property shall never be used for residential or educational uses. A residential use includes the occupancy of a dwelling or other living accommodation on a non-transient basis, and includes, without limitation, single family, multi-family, condominium, mobile home, group residential, and retirement housing. Educational uses include, without limitation, primary and secondary school facilities, and college and university facilities.
- b. The use of the Property for commercial, industrial, civic, recreational or agricultural uses, as such terms are defined in Chapter 25-2 of the Austin City Code of 2003, as amended or recodified from time to time, are subject to the applicable restrictions on such uses set forth in Chapter 25-13 of the Austin City Code of 2003, as amended or recodified from time to time.

- c. **If, at any time, the Property is not used in accordance with the restrictions and covenants set forth in this section, then the Property shall revert to Grantor and its successors and assigns, and Grantee, and its heirs, successors and assigns, shall forfeit all right, title, and interest in and to the Property.**
- 4. **Future Conveyances. Grantee covenants and agrees that all future deeds, leases, or other transfers of an interest in the Property by Grantee, or its heirs, successors and assigns, shall be expressly made subject to all of the reservations, restrictions, conditions and covenants contained in this Deed.**