## **AVIGATION EASEMENT**

WHEREAS, _	hereinafter called the Grantor, is the owner in fee simple of that
certain parcel o	of land situated in the County of, State of Colorado, more particularly described
hereto: (legal d	escription of property) hereinafter called "Grantor's Property", and outlined on the
attached map.	

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor, for itself, its heirs, administrators, executors, successors and assigns, does hereby grant, bargain, sell and convey unto the Jefferson County, Colorado and Rocky Mountain Metropolitan Airport, hereinafter called the Grantee, its successors and assigns, for the use and benefit of the public, an easement, appurtenant to the Rocky Mountain Metropolitan Airport, for the passage of all aircraft ("aircraft" being defined as any and all types of aircraft, whether now in existence or hereafter manufactured and developed, and shall include, but is not limited to, jet aircraft, propeller-driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all other types of aircraft or vehicles now in existence or hereafter developed for the purpose of transporting persons or property through the air), in and through the airspace above the surface of the Grantor's property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from, or operating on the Rocky Mountain Metropolitan Airport.

- 1. This is a permanent and non-exclusive easement for the free and unobstructed use and passage of all types of aircraft in and through the airspace over or in the vicinity of the Grantor's property, with such use and passage to be unlimited as to frequency, type of aircraft, and proximity. Grantor furthermore waives all damages and claims for damages caused or alleged to be caused by or incidental to such activities.
- 2. The Grantor expressly agrees for itself, its successors, and assigns to restrict the height of structures, objects of natural growth, and other obstructions on the Grantor's property to a height in compliance with Title 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace.
- 3. The easement and right-of-way hereby grants to the Grantee the continuing right to prevent the erection or growth upon Grantor's property of any building, structure, tree, or other object that extends into the airspace above said property. The easement and right-of-way hereby grants to the Grantee a right of ingress to, egress from and passage over Grantee's property to remove the offending structure or object, and to cut the offending growth, all at the expense of the Grantor, in the event the aforesaid covenant is breached.
- 4. That the Grantor expressly agrees for itself, its successors and assigns to prevent any use of Grantor's property which would interfere with landing or taking off of aircraft at the Rocky Mountain Metropolitan Airport, or otherwise constitute an airport hazard. Such hazards include uses that create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to

distinguish between airport lights and other lights, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport.

- 5. Said easement and burden, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, including but not limited to the right to cause in all airspace above or in the vicinity of the surface of Grantor's property such noise, vibrations, fume, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communications and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of Grantor's property or in landing at or taking off from or operating at or on said Rocky Mountain Metropolitan Airport, is hereby granted.
- 6. Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantee, its successor and assigns, including but not limited to claims for trespass or public or private nuisance, due to such noise vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Rocky Mountain Metropolitan Airport.
- 7. This Easement will run with the land and is binding upon the Grantor, its successors, assigns, tenants or lessees, any and all of whom shall be given notice of the easement

TO HAVE AND TO HOLD said easement and right-of-way, and all rights pertaining thereto unto the Grantee, its successors, and assigns, until said Rocky Mountain Metropolitan Airport shall be abandoned and shall cease to be used for public airport purposes. It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be forever binding upon the heirs, administrators, executors, successors and assigns of the Grantor until said Rocky Mountain Metropolitan Airport shall be abandoned and cease to be used for public airport purposes, it being understood and agreed that these covenants and agreements shall run with the land.

(signatures on following page)

In witness whereof, the parties have caused this Avigation easement to be executed by their signatures below.

EXECUTED this	_ day of, 20	
GRANTOR:		
Зу:		
Name:		
Title:		
STATE OF COLORADO COUNTY OF		
This agreement was acknowledged before as as	-	, 20 by
	Notary's official signature	
	Commission expiration date	
GRANTEE:		
By:		
Citle:		
STATE OF COLORADO COUNTY OF		
This agreement was acknowledged before as	me this day of	
	Notary's official signature	
	Commission expiration date	