

AVIGATION EASEMENT

THIS AVIGATION EASEMENT is made and entered into by and between the **GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**, a body corporate and politic and constituting a political subdivision of the State of Colorado, hereinafter called **GRANTEE**, and **Arran North Homeowners' Association, Inc.**, a Colorado nonprofit corporation, Hereinafter called **GRANTOR**.

WHEREAS, Grantee is the owner and operator of Grand Junction Regional Airport situated in the County of Mesa, State of Colorado, and in close proximity to the land of the Grantor, and Grantee desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about said airport; and

WHEREAS, Grantor is the owner in fee simple of that certain parcel of land situated in the County of Mesa, State of Colorado, to wit:

Arran North Subdivision Filing One, as shown on the plat recorded at Reception No. **3115461, Tracts A, B, C, and D**

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 Grantee, its successors and assigns, for the use and benefit of the public, an easement and right of way appurtenant to Grand Junction Regional Airport, for the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any device known or hereafter invented, used or designed for navigation or flight in the air) by whomsoever owned and operated, in the navigable airspace (as defined below) above the surface of Grantor's property to an infinite height above said Grantor's property, together with the right to cause in said airspace such noise and vibrations, smoke, fumes, glare, dust, fuel, particles and all other effects that may be caused by the normal operation of aircraft to, from, around, landing at or taking off from and operating at or on said Grand Junction Regional Airport, and Grantor hereby waives, remises and releases any right or cause of action which Grantor now has or which Grantor may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, smoke, fumes, glare, dust, fuel, particles and all other effects caused by the normal operation of such aircraft.

FURTHER, Grantor hereby covenants, for and during the life of this easement, that Grantor:

- a. Shall not hereafter construct, permit or suffer to maintain upon said land any obstruction that extends into navigable airspace required for use of any part of Grand Junction Regional Airport including, without limitation, the runway surfaces, aprons, taxiways and other areas of said airport; ("navigable airspace" is defined for the purpose of this instrument as airspace at and above the minimum flight altitudes, including take off and landing, as prescribed in Federal Aviation

Administration Federal Air Regulations Part nine (9), and as such regulations are amended.)

- b. Shall not hereafter use or permit or suffer use of said land in such a manner as to create electrical or electronic interference with radio communications (or any other communications) or radar operation between the installations upon Grand Junction Regional Airport and aircraft, or to make it difficult for flyers to distinguish between airport lights and others or to result in glare in the eyes of flyers using the said airport, or to impair visibility in the vicinity of the airport, or otherwise to endanger the landing, taking off or maneuvering of aircraft.

GRANTOR agrees the aforesaid covenants and agreements shall run with the land for the benefit of Grantee, its successors and assigns, until said airport shall be abandoned and shall cease to be used for airport purposes.

IN WITNESS THEREOF, the Grantor has hereunto set his hand on July 2, 2026.

GRANTOR:

ARRAN NORTH HOMEOWNERS' ASSOCIATION, INC
MAXWELL FORREST SNEEDON

By Maxwell Forrest Sneddon

STATE OF COLORADO)
) ss
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 2nd day of JULY, 2026 by MAXWELL FORREST SNEEDON.

WITNESS my hand and official seal.
My commission expires: 8/14/29

Carolyn Marie Futch
Notary Public

