

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 the City of Grand Junction, a Colorado home rule municipality, 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, legally described as LOT 4 REPLAT LOT 2 SACCOMANNO MINOR SUBDIVISION, and also known by parcel Number 2701-352-51-005 ("Property").

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

