

Return to:
City Clerk
City of Aurora Colorado
15151 E Alameda Pkwy Suite 1400
Aurora Colorado 80012

AVIGATION EASEMENT

1. The undersigned (the "Grantor(s)") (is)(are) the owner(s) of that certain parcel of real property more particularly identified and described in the legal description attached to and made a part of this instrument as Exhibit A (the "Property").

2. Grantor(s), for (itself)(themselves), (its)(their) successors and assigns, hereby grant(s) and convey(s) to THE CITY OF AURORA, COLORADO, its successors and assigns (the "City"), a perpetual and assignable easement in and over the Property and a right-of-way for the free and unrestricted passage and flight of all aircraft in the navigable airspace above the surface of the Property as defined by the Federal Aviation Act of 1958, 49 U.S.C. § 40101, et seq., and the regulations adopted pursuant thereto, as the same are from time to time amended (the "Airspace").

3. Said easement and right-of-way shall include, but is not limited to:

a. For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons of any and all aircraft now known or hereafter invented, used, or designated for navigation of or flight in the air, in, through, across or about any portion of the Airspace;

b. The right to cause or create, or permit or allow to be caused or created in the Airspace, such noise, dust, turbulence, vibration, illumination, air currents, fumes, exhaust, smoke, and all other effects as may be inherent in the proper operation of aircraft;

c. The right to clear and keep clear the Airspace of any portions of buildings, structures, or improvements of any and all kinds, and of trees, vegetation, or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees or any other objects which extend into the Airspace and the right to cut to the ground level and remove any trees which extend into the Airspace;

d. The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects now upon, or that in the future may be upon, the Property, and which extend into the Airspace; and

e. The right of ingress to, passage within, and egress from the Property, solely for the above stated purposes.

4. Grantor(s) hereby covenant(s) with Grantee as follows:

a. Grantor(s) will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Property to extend into the Airspace, constitute an obstruction to air navigation, or obstruct or interfere with the use of the easement and right-of-way herein granted; and

b. Grantor(s) will not use or permit the use of the Property in such a manner as to create electrical or electronic interference with radio communication or radar operation between any installation upon the Airport and any aircraft.

5. The easement and right-of-way granted herein shall be deemed in gross, being conveyed to Grantee for their benefit and the benefit of any and all members of the general public who may use said easement or right-of-way operating aircraft in or about, or in otherwise flying through, the Airspace.

6. The covenants and agreements made herein shall run with the land and shall be binding upon Grantor(s) and (its) (their) successors and assigns.

7. The City is hereby designated as agent for all purposes regarding the enforcement or removal of the easement and right-of-way granted herein.

8. It is understood and agreed that Grantor(s) shall have no right or cause of action, either in law or in equity, for damages or injury to any person or property arising out of or resulting directly or indirectly, from the overflight of aircraft, or for damages or injury to any person or property resulting from any noise or nuisance of any kind or description resulting, directly or indirectly, from aircraft overflights; provided, however, that nothing herein shall divest Grantor(s) of any right or cause of action for damages to any person or property resulting from the negligent operation of aircraft overflights over the described premises at any altitude above ground level.

9. Nothing herein shall be construed to be a waiver of the governmental immunity afforded to the City or any other governmental agency or department by virtue of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq*, C.R.S., as amended.

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EXECUTED this 5 day of April, 2022.

GRANTOR(S) Melcor TC Aurora

By: [Signature] Robyn Salik, Director of Accounting

By: [Signature] Mark Hamill, Accounting Manager

ATTEST:

By: [Signature]

Province of Alberta Douglas J. Hughes
~~STATE OF COLORADO~~)

COUNTY OF _____) ss.

via video conference

The foregoing instrument was acknowledged before me this 5 day of April, 2022, by Robyn Salik (and Mark Hamill) (Grantor(s)).

Witness my hand and official seal.

My Commission Expires: No expiry

[Signature]
Douglas J. Hughes

**LEGAL DESCRIPTION
HARMONY SUBDIVISION FILING NO. 15**

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 16, BEING MONUMENTED BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "T4S R65W C1/4 S16 2008 PLS 35593" FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 16, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP STAMPED "T4S R65W ¼ S16/S21 2017 PLS 24657", IS ASSUMED TO BEAR SOUTH 00°29'32" EAST, A DISTANCE OF 2627.72 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THENCE SOUTH 00°29'32" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 222.65 FEET, TO THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING NINETEEN (19) COURSES;

THENCE CONTINUING ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, THE FOLLOWING TWO (2) COURSES;

1. SOUTH 00°29'32" EAST, A DISTANCE OF 1200.00 FEET;
2. SOUTH 00°29'32" EAST, A DISTANCE OF 1148.08 FEET;
3. SOUTH 89°20'37" WEST, ALONG THE NORTH RIGHT OF WAY OF EAST MISSISSIPPI AVENUE, AS RECORDED IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER AT RECEPTION NUMBER B8075583, A DISTANCE OF 1000.00 FEET;
4. CONTINUING SOUTH 89°20'37" WEST, ALONG SAID NORTHERLY RIGHT OF WAY A, DISTANCE OF 987.10 FEET;
5. NORTH 00°33'55" WEST, A DISTANCE OF 867.47 FEET;
6. SOUTH 89°26'05" WEST, A DISTANCE OF 494.69 FEET, TO A POINT OF CURVATURE;
7. SOUTHWESTERLY, A DISTANCE OF 39.21 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°52'26", A CHORD BEARING OF SOUTH 44°29'52" WEST, AND A CHORD LENGTH OF 35.32 FEET, TO A POINT OF CUSP, SAID POINT BEING ON THE EAST RIGHT OF WAY OF POWHATON ROAD, AS RECORDED IN THE RECORDS OF SAID CLERK AND RECORDER AT RECEPTION NUMBER B7066149;
8. THENCE NORTH 00°26'22" WEST, ALONG THE EASTERLY RIGHT-OF-WAY OF POWHATON ROAD, A DISTANCE OF 862.54 FEET;
9. NORTH 89°23'35" EAST, A DISTANCE OF 499.00 FEET;
10. NORTH 00°26'22" WEST, A DISTANCE OF 827.00 FEET;

THENCE ALONG THE EXTERIOR BOUNDARY OF PROPOSED HARMONY SUBDIVISION FILING NO. 14, THE FOLLOWING TWELVE (12) COURSES:

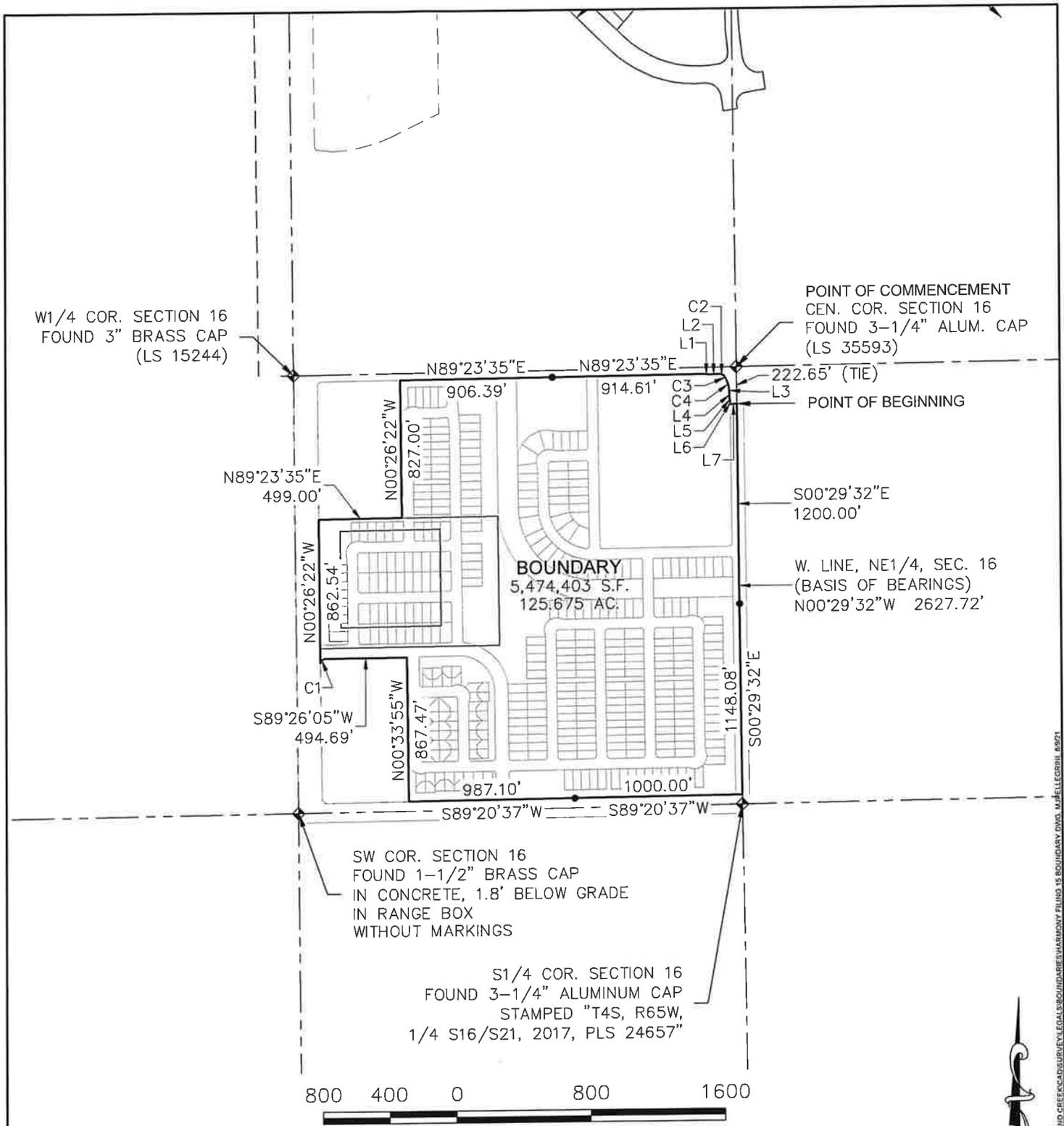
11. NORTH 89°23'35" EAST, A DISTANCE OF 906.39 FEET;
12. NORTH 89°23'35" EAST, A DISTANCE OF 914.61 FEET;
13. SOUTH 78°05'44" EAST, A DISTANCE OF 16.16 FEET;
14. NORTH 89°23'35" EAST, A DISTANCE OF 68.95 FEET, TO A POINT OF CURVATURE;
15. SOUTHEASTERLY A DISTANCE OF 29.60 FEET ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 42°24'03", A CHORD BEARING OF SOUTH 69°24'24" EAST, AND A CHORD LENGTH OF 28.93 FEET, TO A POINT OF COMPOUND CURVATURE;
16. CONTINUING SOUTHEASTERLY A DISTANCE OF 22.38 FEET ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 54.50 FEET, A CENTRAL ANGLE OF 23°31'52", A CHORD BEARING OF SOUTH 36°26'26" EAST, AND A CHORD LENGTH OF 22.23 FEET, TO A POINT OF COMPOUND CURVATURE;
17. CONTINUING SOUTHEASTERLY A DISTANCE OF 67.85 FEET ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 204.50 FEET, A CENTRAL ANGLE OF 19°00'37", A CHORD BEARING OF SOUTH 15°10'12" EAST, AND A CHORD LENGTH OF 67.54 FEET, TO A POINT OF TANGENCY;
18. SOUTH 05°49'38" EAST, A DISTANCE OF 9.98 FEET;
19. SOUTH 00°29'32" EAST, A DISTANCE OF 40.15 FEET;
20. SOUTH 15°15'19" EAST, A DISTANCE OF 15.70 FEET;
21. SOUTH 00°29'32" EAST, A DISTANCE OF 21.76 FEET;
22. NORTH 86°52'48" EAST, A DISTANCE OF 39.54 FEET, TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINING A CALCULATED AREA OF 5,474,403 SQUARE FEET OR 125.675 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, PATRICK M. STEENBURG, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

PATRICK M. STEENBURG, PLS 38004
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



SCALE: 1" = 800

THE ABOVE DESCRIBED PARCEL CONTAINS 5,474,403 SQUARE FEET OR (125.675 ACRES) MORE OR LESS.
 This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

HARMONY SUBDIVISION
 FILING NO. 15
 BOUNDARY EXHIBIT

AUGUST 09, 2021

Westwood

10333 E DRY CREEK RD.
 SUITE 240
 ENGLEWOOD, CO 80112
 TEL: 720.482.9526

Westwoodps.com
 Westwood Professional Services, Inc.

SHEET 1 OF 2

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CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	25.00'	89°52'26"	39.21'	S44°29'52"W	35.32'
C2	40.00'	42°24'03"	29.60'	S69°24'24"E	28.93'
C3	54.50'	23°31'52"	22.38'	S36°26'26"E	22.23'
C4	204.50'	19°00'37"	67.85'	S15°10'12"E	67.54'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S78°05'44"E	16.16'
L2	N89°23'35"E	68.95'
L3	S05°49'38"E	9.98'
L4	S00°29'32"E	40.15'
L5	S15°15'19"E	15.70'
L6	S00°29'32"E	21.76'
L7	N86°52'48"E	39.54'

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SHEET 2 OF 2

PROJECT 20210904 SAND CREEK CAD SURVEY LEGAL DESCRIPTION HARMONY FILING 15 BOUNDARY EXHIBIT MPELLECRHIL 8/9/21