

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 "Grantee"), 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"), as it pertains to operations by Buckley Air Force Base ("BAFB").
3. Said easement and right-of-way granted to Grantee 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; and
  - 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; and
  - c. The right to clear and keep clear the Airspace of any buildings, structures, or improvements of any kind, trees, vegetation, or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees or any other facilities that extend into the Airspace and the right to remove or demolish any portions of such obstructions which extend into the Airspace which Grantee has not previously approved; and
  - 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 facilities 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, erect, or grow upon the Property any structure, building, tree, or other facilities which extend into the Airspace, without prior written approval of Grantee, which approval shall not be unreasonably withheld; 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 BAFB 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 Grantee 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 Grantee or any other governmental entity by virtue of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq*, C.R.S., as amended.

(Page intentionally left blank.)

EXECUTED this 31<sup>st</sup> day of OCTOBER, 2022.

GRANTOR(S)

By: NL Parklands V4 Land Co., LLC

By: [Signature], Darwin Horan, manager

ATTEST:

By: [Signature]

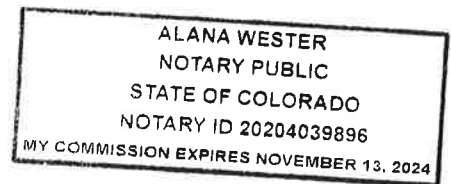
STATE OF COLORADO )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October, 2022, by Darwin Horan (and ) (Grantor(s)).

Witness my hand and official seal.

My Commission Expires: 11.13.2024

[Signature]



## PARCEL A

### LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF SAID SECTION 17;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, NORTH 89°52'40" EAST, A DISTANCE OF 2646.04 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 17 WITH ALL BEARINGS HEREON REFERENCED TO THIS LINE;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, NORTH 89°37'09" EAST, A DISTANCE OF 2,441.81 FEET TO THE WESTERLY BOUNDARY OF THAT 210-FOOT-WIDE PUBLIC SERVICE COMPANY PARCEL (PSCo);

THENCE ALONG SAID WESTERLY BOUNDARY, SOUTH 00°26'23" EAST, A DISTANCE OF 1,430.15 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 89°45'15" WEST, A DISTANCE OF 775.57 FEET;

THENCE SOUTH 00°14'58" EAST, A DISTANCE OF 471.00 FEET;

THENCE SOUTH 88°35'37" WEST, A DISTANCE OF 77.09 FEET;

THENCE SOUTH 00°31'43" EAST, A DISTANCE OF 521.35 FEET;

THENCE SOUTH 70°38'32" EAST, A DISTANCE OF 243.67 FEET;

THENCE SOUTH 89°03'02" EAST, A DISTANCE OF 548.77 FEET;

THENCE SOUTH 89°12'10" EAST, A DISTANCE OF 75.54 FEET TO SAID WESTERLY PSCo BOUNDARY;

THENCE ALONG SAID WESTERLY BOUNDARY SOUTH 00°26'23" EAST, A DISTANCE OF 112.12 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17;

THENCE ALONG SAID WESTERLY PSCo BOUNDARY, SOUTH 00°26'20" EAST, A DISTANCE OF 1,125.39 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 89°16'56" WEST, A DISTANCE OF 225.01 FEET;

THENCE NORTH 00°26'20" WEST, A DISTANCE OF 64.50 FEET;

THENCE SOUTH 89°16'56" WEST, A DISTANCE OF 125.86 FEET;

THENCE NORTH 00°43'04" WEST, A DISTANCE OF 74.65 FEET;

THENCE SOUTH 89°20'54" WEST, A DISTANCE OF 304.94 FEET;

THENCE SOUTH 00°31'46" EAST, A DISTANCE OF 75.00 FEET;

THENCE SOUTH 89°30'57" WEST, A DISTANCE OF 221.64 FEET;

THENCE SOUTH 00°23'14" EAST, A DISTANCE OF 615.10 FEET;

THENCE NORTH 89°16'11" EAST, A DISTANCE OF 803.24 FEET;

THENCE NORTH 89°16'08" EAST, A DISTANCE OF 75.01 FEET TO SAID WESTERLY PSCo BOUNDARY;

THENCE ALONG SAID WESTERLY BOUNDARY, SOUTH 00°26'20" EAST, A DISTANCE OF 746.03 FEET TO THE NORTHERLY BOUNDARY OF THAT 210-FOOT-WIDE PUBLIC SERVICE COMPANY PARCEL (PSCo);

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 89°16'54" WEST, A DISTANCE OF 2,449.06 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17:

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 89°17'49" WEST, A DISTANCE OF 2,657.91 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG SAID WEST LINE NORTH 00°14'44" WEST, A DISTANCE OF 2,441.57 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 17;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, NORTH 00°12'18" WEST, A DISTANCE OF 2,651.44 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 560.605 ACRES, (24,419,960 SQUARE FEET), MORE OR LESS.

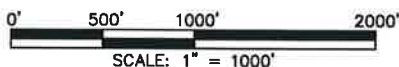
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



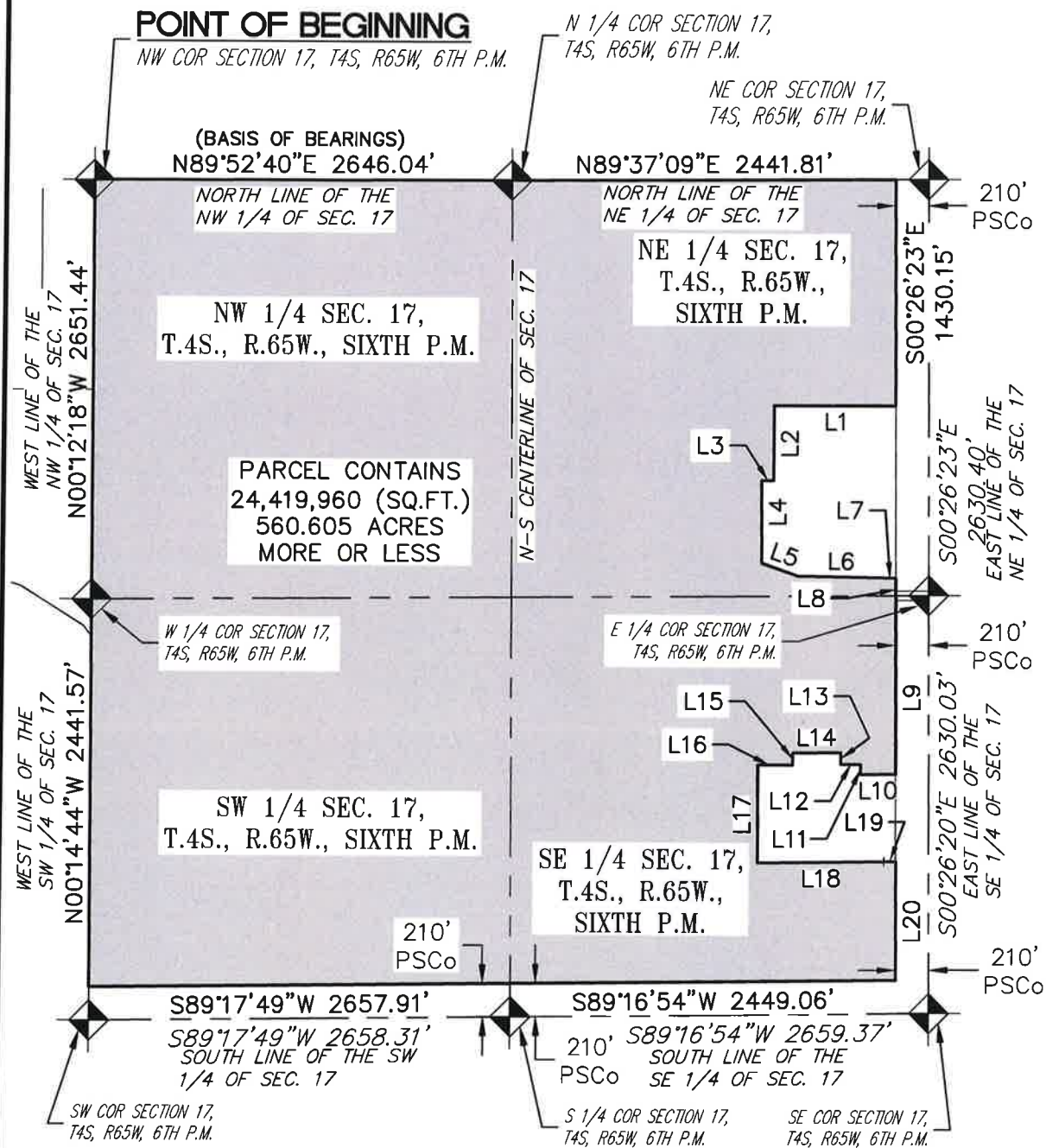
ANTHONY K. PEALL, PLS 38636  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122

# ILLUSTRATION TO EXHIBIT A

NOTE: EASEMENTS OF RECORD  
ARE NOT SHOWN HEREON



SEE SHEET 4 FOR  
LINE TABLES



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\DWG\EXHIBITS\  
DWG NAME: O&G PARCEL OVERALL.DWG  
DWG: RDR CHK: AKP  
DATE: 01/28/2022  
SCALE: 1" = 1000'



300 East Mineral Ave,  
Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898  
Fax: (303)713-1897  
www.aztecconsultants.com

**OVERALL PARCEL**  
PARKLANDS VILLAGE 4  
ARAPAHOE COUNTY, COLORADO

JOB NUMBER 171021-02

3 OF 4 SHEETS