

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.

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EXECUTED this 5th day of December 2023.

GRANTOR(S)

JEN HOLDCO 23 LLC,

a Delaware limited liability company

By: 

Name: Ethan Leibowitz

Its: Authorized Signatory

STATE OF NEW YORK)
) ss.
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 5th day of December 2023, by Ethan Leibowitz as Authorized Signatory of JEN HOLDCO 23 LLC, a Delaware limited liability company

Witness my hand and official seal. Lorraine Huneke

My Commission Expires: August 8, 2024

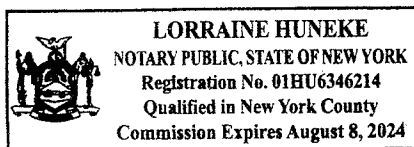


EXHIBIT A

LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE NORTH HALF OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12 AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12 TO BEAR NORTH $89^{\circ}17'33''$ EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH $00^{\circ}25'28''$ EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 37.00 FEET TO A LINE 37.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12 AND THE **POINT OF BEGINNING**;

THENCE NORTH $89^{\circ}17'01''$ EAST ALONG SAID PARALLEL LINE A DISTANCE OF 534.23 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $90^{\circ}00'00''$, A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.42 FEET AND A CHORD THAT BEARS SOUTH $45^{\circ}42'59''$ EAST A DISTANCE OF 28.28 FEET;

THENCE SOUTH $00^{\circ}42'59''$ EAST A DISTANCE OF 721.84 FEET;

THENCE SOUTH $89^{\circ}17'01''$ WEST A DISTANCE OF 1,078.60 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $24^{\circ}04'21''$, A RADIUS OF 450.00 FEET, AN ARC LENGTH OF 189.07 FEET AND A CHORD THAT BEARS SOUTH $77^{\circ}14'50''$ WEST A DISTANCE OF 187.68 FEET;

THENCE SOUTH $65^{\circ}12'40''$ WEST A DISTANCE OF 186.81 FEET;

THENCE NORTH $24^{\circ}47'20''$ WEST A DISTANCE OF 218.77 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $10^{\circ}51'22''$, A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 94.74 FEET AND A CHORD THAT BEARS NORTH $30^{\circ}13'02''$ WEST A DISTANCE OF 94.60 FEET;

THENCE NORTH $35^{\circ}38'43''$ WEST A DISTANCE OF 58.32 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $34^{\circ}56'16''$, A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 259.16 FEET AND A CHORD THAT BEARS NORTH $18^{\circ}10'35''$ WEST A DISTANCE OF 255.16 FEET;

THENCE NORTH $00^{\circ}42'27''$ WEST A DISTANCE OF 284.05 FEET TO A LINE 37.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 12;

THENCE NORTH $89^{\circ}17'33''$ EAST ALONG SAID PARALLEL LINE A DISTANCE OF 1,124.22 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS AN AREA OF 1,227,339 SQUARE FEET, OR 28.176 ACRES, MORE OR LESS.

THE LINEAL DISTANCE UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE UNITED STATES SURVEY FOOT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE UNITED STATES SURVEY FOOT AS 1200/3937 METERS.