



AVIGATION CORRIDOR

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 corridor 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 Space Force Base ("BSFB").

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

- a. For the use and benefit of the public, the corridor 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 that extend into the Airspace which has not previously approved by Grantee; 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 that 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 that 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 BSFB and any aircraft.
- 5. The corridor and right-of-way granted herein shall be deemed in gross and is conveyed to Grantee for their benefit and the benefit of any and all members of the general public who may use said corridor or right-of-way operating aircraft in or about, or 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 corridor 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 as it pertains to BSFB; 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 Property at any altitude above ground level.
- 9. Nothing herein shall be construed to be a waiver of the governmental immunity afforded to the Grantor or 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.

EXECUTED this 24th day of January, 2024.

To be recorded in Arapahoe County

GRANTOR

CITY OF AURORA

By: Cynthia A Colip
Cynthia Colip – Director of Public Works

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 24th day of January, 2024 by Cynthia A Colip
(and Director of Public works) (Grantor.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 1/29/28

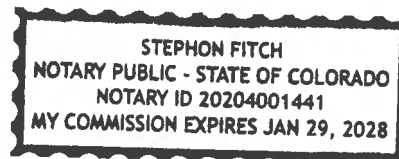


EXHIBIT A

A parcel of land situated in the Northeast Quarter of Section 11, Township 4 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, said parcel of land being described as RM-121 in Exhibit "B" of that Special Warranty Deed recorded at Rec. No. D7109498 in the office of the Arapahoe County Clerk and Recorder, being more particularly described as follows:

Commencing at the N 1/4 corner of said Section 11;

Thence S87°42'20"E, a distance of 669.33 feet to a point on the south right-of-way line of E. 6th Ave. as described in that Resolution for County Road No. 73 in Book 6 at Page 431 (1885) in said office, said point being the **Point of Beginning**;

Thence N89°43'32"E, coincident with said south right-of-way, a distance of 489.06 feet;

Thence S00°30'56"E, a distance of 210.00 feet;

Thence S89°43'32"W, a distance of 49.75 feet to a point of tangent curvature to the right;

Thence along said curve (whose chord bears N79°43'27"W, a distance of 323.36 feet) having a radius of 883.00 feet and a central angle of 21°06'03", an arc distance of 325.19 feet to a point of tangency;

Thence N69°10'25"W, a distance of 213.19 feet;

Thence N20°49'35"E, a distance of 31.34 feet to a point of tangent curvature to the right;

Thence along said curve (whose chord bears N55°16'33"E, a distance of 79.20 feet) having a radius of 70.00 feet and a central angle of 68°53'57", an arc distance of 84.18 feet to the **Point of Beginning**.

The above-described parcel containing 91,809 sq. ft. (2.108 acres), more or less.

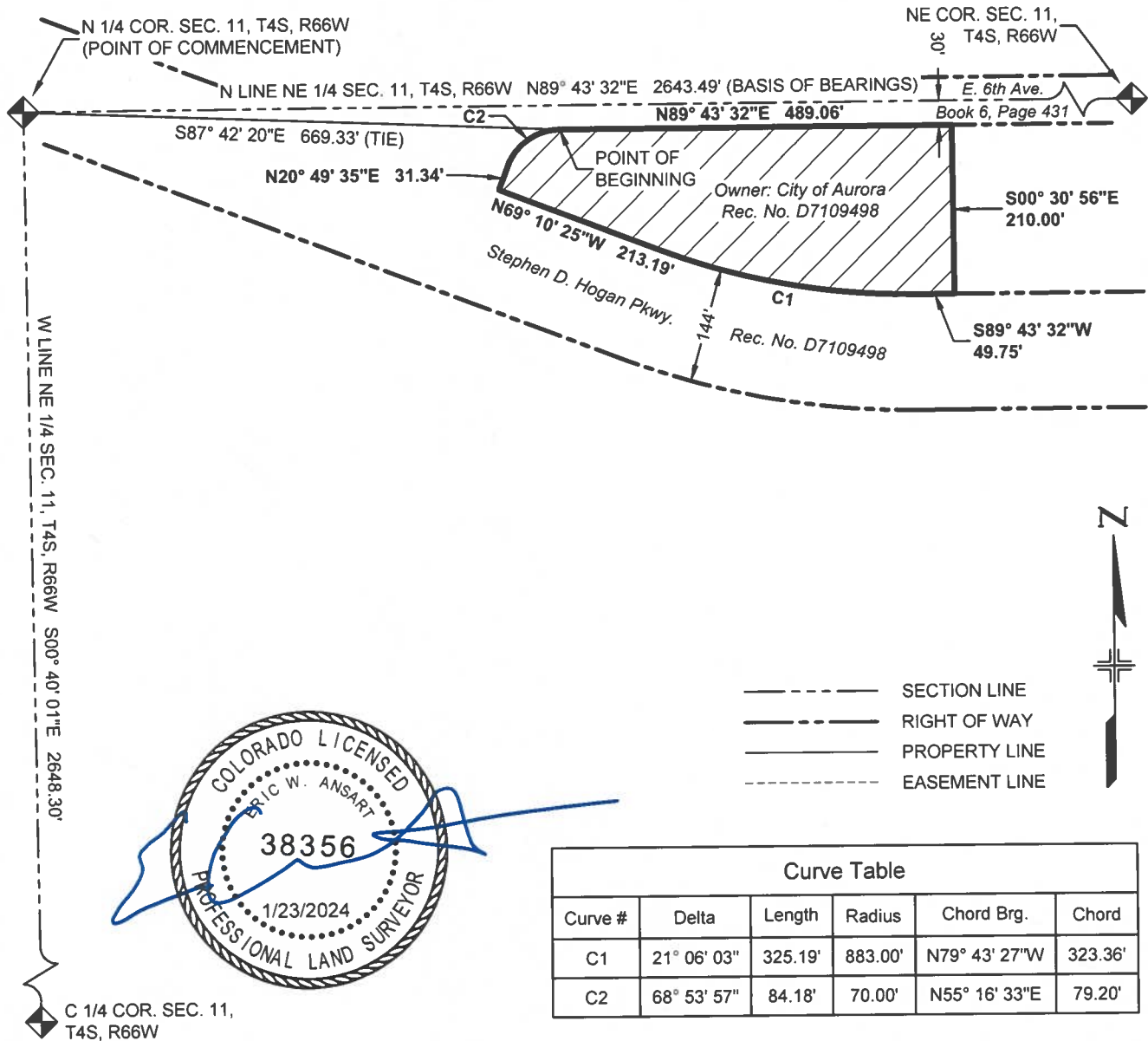
Bearings based on the north line of the NE 1/4 of Section 11, T4S, R66W, 6th P.M., being N89°43'32"E, and all lineal units are in US Survey Feet

Illustration attached hereto and made a part hereof

Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012



ILLUSTRATION FOR EXHIBIT A



BEARINGS BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 11, T4S, R66W, 6TH P.M., BEING N89°43'32"E
THE ABOVE DESCRIBED PARCEL CONTAINS 91,809 SQUARE FEET (2.108 ACRES) MORE OR LESS
This drawing does not represent a monumented survey. It is intended only to depict the attached legal description

CITY OF AURORA, COLORADO

DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER N/A
CHECKED BY: DMR	DATE: 1/8/2024	JOB NUMBER: N/A

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF
SEC. 11, T4S, R66W, 6TH P.M., CITY OF AURORA,
COUNTY OF ARAPAHOE, STATE OF COLORADO