

Return to:
Janice Napper, City Clerk and Recorder
City of Aurora Colorado
15151 East Alameda Parkway
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"), and _____ Airport, its successors and assigns (the "Airport")(collectively, the "Grantees"), 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 Grantees 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 Grantees for their benefit and the benefit of any and all member 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.

EXECUTED this 29 day of June, 2023

GRANTOR(S)

By: Graeme Melton VP

By: Mark Hamill Mark Hamill Accounting Ma

ATTEST:

By: Tanya Selind



Province of Alberta)
) ss.
City of Edmonton)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ (and _____) (Grantor(s)).

Witness my hand and official seal.

My Commission Expires: _____

LEGAL DESCRIPTION
HARMONY MASTER PLAN AMENDMENT
SUN MEADOW PARCEL

A PARCEL OF LAND, LOCATED IN THE NORTH HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9, MONUMENTED BY A 2.5" DIAMETER ALUMINUM CAP IN A RANGE BOX, PLS 29430, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION, MONUMENTED BY AN ILLEGIBLE 1.5 INCH DIAMETER BRASS CAP IN RANGE BOX, TWO FEET BELOW THE ROAD SURFACE, IS ASSUMED TO BEAR SOUTH 00°22'06" EAST, A DISTANCE OF 2660.27 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THENCE SOUTH 68°02'30" EAST, A DISTANCE OF 77.84 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF POWHATON ROAD AS RECORDED IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER AT RECEPTION NUMBER B8109446, SAID POINT BEING 30.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, AND THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING THIRTY-EIGHT (38) COURSES:

1. NORTH 89°17'16" EAST, 30.00 FEET SOUTH OF, AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2512.84 FEET;
2. SOUTH 00°24'02" EAST, A DISTANCE OF 42.00 FEET, TO THE SOUTH RIGHT OF WAY LINE OF 6TH AVENUE, AS RECORDED IN THE RECORDS OF SAID CLERK AND RECORDER AT RECEPTION NO. B8049447;
3. NORTH 89°17'16" EAST, ALONG THE SOUTH LINE OF SAID DEDICATION, A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;
4. CONTINUING ON SAID SOUTH RIGHT OF WAY LINE, NORTH 89°17'38" EAST, A DISTANCE OF 2572.34 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MONAGHAN ROAD, AS RECORDED IN SAID RIGHT OF WAY DEDICATION;
5. SOUTH 00°26'15" EAST, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 2594.90 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;
6. SOUTH 89°21'49" WEST, ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 866.38 FEET TO A POINT ON THE EASTERN BOUNDARY OF HARMONY SUBDIVISION, FILING NO. 12 AS RECORDED IN THE RECORDS OF SAID CLERK AND RECORDER AT RECEPTION NO. E1057263;

THENCE THE FOLLOWING FOUR (4) COURSES TO FOLLOW SAID BOUNDARY;

7. NORTH 00°38'11" WEST, A DISTANCE OF 40.00 FEET;
8. SOUTH 89°21'49" WEST, A DISTANCE OF 1338.33 FEET TO A POINT OF CURVATURE;
9. SOUTHWESTERLY A DISTANCE OF 161.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2040.00 FEET, A CENTRAL ANGLE OF 04°31'40", A CHORD BEARING OF SOUTH 87°05'59" WEST, AND A CHORD LENGTH OF 161.17 FEET TO A POINT OF TANGENCY;
10. SOUTH 84°50'09" WEST, A DISTANCE OF 21.99 FEET TO A POINT ON THE BOUNDARY OF APS P-8 AT HARMONY SUBDIVISION FILING NO. 1, AS RECORDED IN THE RECORDS OF SAID CLERK AND RECORDER AT RECEPTION NO. D9077963;

THENCE THE FOLLOWING TEN (10) COURSES TO FOLLOW SAID BOUNDARY;

11. SOUTH 84°50'09" WEST, A DISTANCE OF 46.42 FEET TO A POINT OF CURVATURE;
12. NORTHWESTERLY, A DISTANCE OF 47.18 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 61.00 FEET, A CENTRAL ANGLE OF 44°19'02", A CHORD BEARING OF NORTH 73°00'20" WEST, AND A CHORD LENGTH OF 46.01 FEET TO A POINT OF TANGENCY;
13. NORTH 50°50'50" WEST, A DISTANCE OF 13.72 FEET TO A POINT OF CURVATURE;
14. NORTHWESTERLY, A DISTANCE OF 32.52 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 61.00 FEET, A CENTRAL ANGLE OF 30°32'32", A CHORD BEARING OF NORTH 35°34'34" WEST, AND A CHORD LENGTH OF 32.13 FEET TO A POINT OF COMPOUND CURVATURE;
15. NORTHWESTERLY, A DISTANCE OF 47.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 181.00 FEET, A CENTRAL ANGLE OF 15°08'27", A CHORD BEARING OF NORTH 12°44'05" WEST, AND A CHORD LENGTH OF 47.69 FEET TO A POINT OF TANGENCY;
16. NORTH 05°09'51" WEST, A DISTANCE OF 69.33 FEET;
17. NORTH 11°25'59" WEST, A DISTANCE OF 45.09 FEET TO A POINT OF NON-TANGENTIAL CURVATURE;
18. NORTHWESTERLY, A DISTANCE OF 96.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1963.00 FEET, A CENTRAL ANGLE OF 02°48'33", A CHORD BEARING OF NORTH 03°15'08" WEST, AND A CHORD LENGTH OF 96.23 FEET TO A POINT OF NON-TANGENCY;
19. SOUTH 89°35'58" WEST, A DISTANCE OF 1345.37 FEET;
20. SOUTH 00°23'59" EAST, A DISTANCE OF 338.99 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, SAID POINT BEING ON THE NORTH BOUNDARY OF HARMONY SUBDIVISION FILING NO. 1, AS RECORDED IN THE RECORDS OF SAID CLERK AND RECORDER AT RECEPTION NO. D7146217;
21. SOUTH 89°21'50" WEST, ALONG SAID NORTH BOUNDARY, AND AN EXTENSION THEREOF, A DISTANCE OF 1266.49 FEET TO A POINT ON THE EAST RIGHT OF WAY OF SAID POWHATON ROAD;
22. NORTH 00°22'06" WEST, ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 2630.37 FEET TO **THE POINT OF BEGINNING.**

SAID PARCEL CONTAINING A CALCULATED NET AREA OF 12,922,062 SQUARE FEET OR 296.650 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

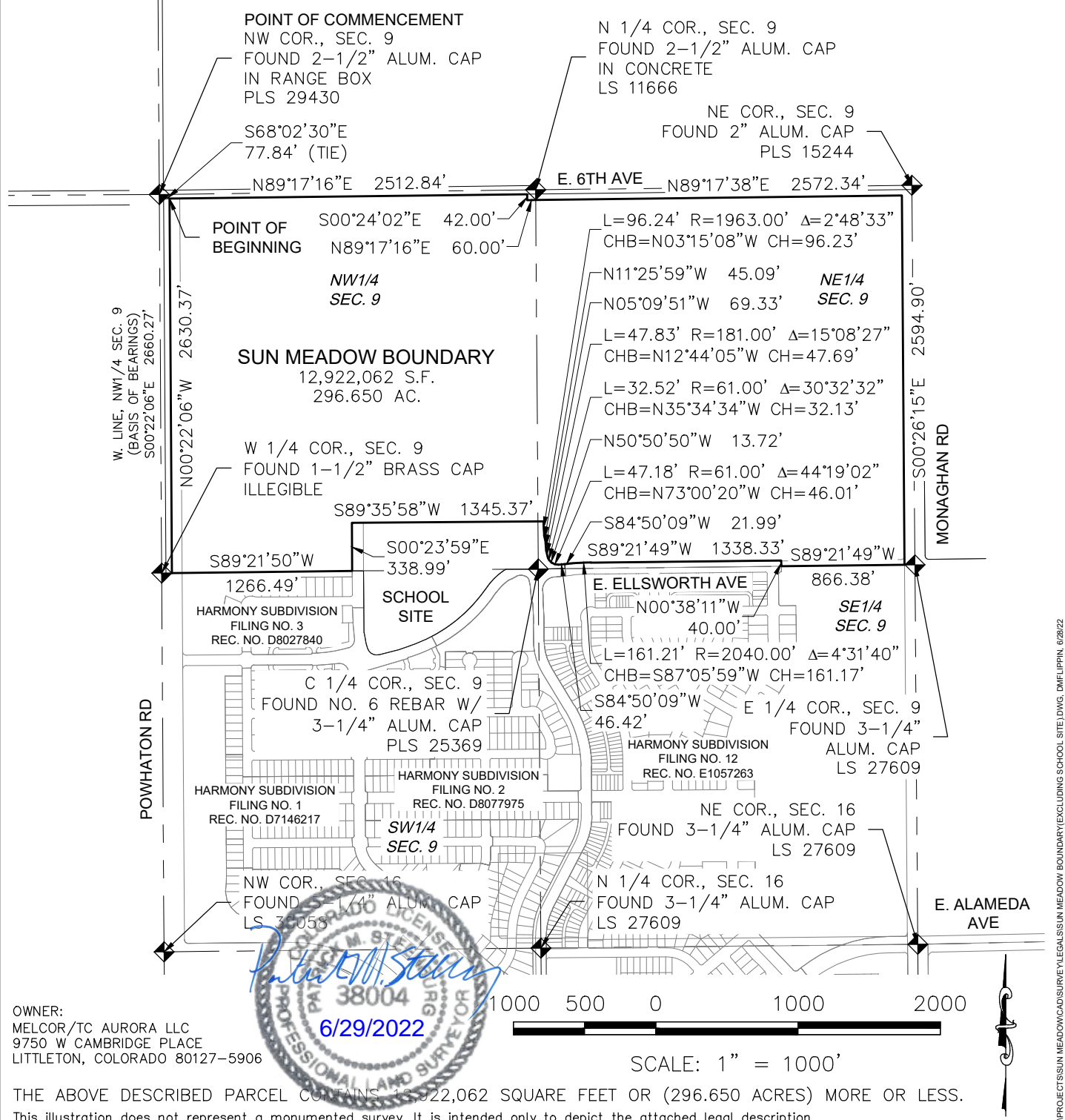
THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

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



ILLUSTRATION FOR
EXHIBIT A



CITY OF AURORA, COLORADO			A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., CITY OF AURORA, ARAPAHOE COUNTY, COLORADO.
DRAWN BY: DMF	SCALE: 1" = 1000'	R.O.W. FILE NUMBER	
CHECKED BY: PMS	DATE: 6/28/2022	JOB NUMBER: R0031258.00	