

## AVIGATION EASEMENT

WHEREAS, Fremont County, hereinafter called the Grantor, is the owner in fee of that certain parcel of land situated in Fremont County, State of Colorado, more particularly described as follows and hereinafter called "Grantor's Property" (see attached legal description):

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, for himself, his heirs, administrators, executors, successors and assigns, does hereby grant, bargain, sell, and convey unto Fremont County hereinafter called the Grantee, its successors and assigns, for the use and benefit of the public, as easement and right-of-way, appurtenant to the Fremont County Airport for the unobstructed use and passage of all types of aircraft by whomsoever owned and operated.

Said easement shall be appurtenant to and for the benefit of the real property now known as Fremont County Airport including any additions thereto wherever located, thereafter made by the Fremont County Airport or its successors and assigns, guests, and invites, including any and all persons, firms, or corporations operating aircraft to or from the airport.

Said easement and burden, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, including, but not limited to the right to cause in all air space above or in the vicinity of the surface of Grantor's property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of Grantor's property or in landing at or taking off from, or operating at or on said Fremont County Airport, and Grantor does hereby fully waive, remise, and release any right or cause of action which he may now have or which he may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Fremont County Airport.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or thereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned or operated.

The easement and right-of-way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantor's property of any building, structure, tree, or other object which constitutes an obstruction to navigable airspace [OR SPECIFIC HEIGHT RESTRICTION DESIRED], and to remove from said air space, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Grantor's property, together with the right of ingress to, egress from, and passage over Grantor's property for the above purpose.

TO HAVE AND TO HOLD said easement and right-of-way, and all rights appertaining thereto unto the Grantee, its successors and assigns, until said Fremont County Airport shall be abandoned and shall cease to be used for public airport purposes.

AND for the consideration hereinabove set forth, the Grantor, for himself, his heirs, administrators, executors, successors, and assigns, does hereby agree that for and during the life of said easement and right-of-way, he will not hereafter erect, park, permit the erection or growth of, or permit or suffer to remain upon Grantor's property, any building, structure, tree or other object that creates an obstruction to navigable airspace, and that he shall not hereafter use or permit or suffer the use of Grantor's property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and other, or to permit any use of the Grantor's property that causes a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft. Grantor furthermore waives all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

