

Return to:  
City Clerk  
City of Aurora Colorado  
15151 E Alameda Pkwy Suite 1400  
Aurora Colorado 80012

### AVIGATION EASEMENT

1. The undersigned (the "Grantor") is the owner 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, for itself, its successors and assigns, hereby grants and conveys to THE CITY OF AURORA, COLORADO, its successors and assigns (the "City"), 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 hereby covenants with City as follows:
  - a. Grantor 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 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 City 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

removal of the easement and right-of-way granted herein.

8. It is understood and agreed that Grantor 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 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.

*[End of text; signatures on following page]*

1

Avigation Easement for Buckley Air Force Base  
2151526.1

EXECUTED this 25 day of June, 2021.

**GRANTOR:**

MURPHY CREEK LLC,  
a Wyoming limited liability company


By:

  
Harvey B. Alpert, Manager

STATE OF Colorado )  
) ss.

COUNTY OF Denver

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of June, 2021, by Harvey B. Alpert, as Manager of Murphy Creek LLC, a Wyoming limited liability company.

  
Witness my hand and official seal.

My Commission Expires:

9/20/2021

KAREN Z. HENRY  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19974016463  
MY COMMISSION EXPIRES SEPTEMBER 20, 2021

# EXHIBIT A

## LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID SECTION 19, WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 19, BEARS SOUTH 89°36'50" WEST, A DISTANCE OF 2631.71 FEET, WITH ALL BEARINGS HEREON RELATIVE THERETO;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 19, SOUTH 89°36'50" WEST, A DISTANCE OF 209.40 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°23'10" WEST, A DISTANCE OF 70.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST JEWELL AVENUE, AS RECORDED IN BOOK 741 AT PAGE 311 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY AND THE **POINT OF BEGINNING**.

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 89°36'50" WEST, A DISTANCE OF 1,162.03 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, AURORA FIRE STATION 15 SUBDIVISION FILING NO. 1 AS RECORDED AT RECEPTION NO. D7043794 IN SAID RECORDS;

THENCE ALONG THE EASTERLY AND NORTHERLY BOUNDARIES OF SAID LOT 1, BLOCK 1 THE FOLLOWING TWO (2) COURSES:

1. NORTH 00°23'10" WEST, A DISTANCE OF 265.00 FEET;
2. SOUTH 89°36'50" WEST, A DISTANCE OF 215.08 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF SOUTH FLATROCK TRAIL AS RECORDED AT RECEPTION NO. B0072747 IN SAID RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 710.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 68°11'25" EAST;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

1. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°47'54", AN ARC LENGTH OF 369.26 FEET;
2. NORTH 51°36'30" EAST, A DISTANCE OF 341.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 780.00 FEET;
3. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°05'42", AN ARC LENGTH OF 709.20 FEET;
4. NORTH 00°29'13" WEST, A DISTANCE OF 62.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 710.00 FEET;
5. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°45'53", AN ARC LENGTH OF 1,013.22 FEET A LINE PARALLEL WITH AND DISTANT (210) TWO-HUNDRED-AND-TEN-FEET WESTERLY TO THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID PARALLEL LINE, SOUTH 00°06'49" WEST, A DISTANCE OF 2,148.57 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 38.641 ACRES, (1,683,191 SQUARE FEET), MORE OR LESS.