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 "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(s) hereby covenant(s) with Grantee 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 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 though, 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.

(Page intentionally left blank.)

EXECUTED this 19th day of June, 2020.

GRANTOR(S)

By: _____
David Meyerowitz, President of

By: Granite Property Investments, Inc.
General Partner of Sunrise Partners LP

ATTEST:

By: _____

Province of Ontario

STATE OF COLORADO)
) ss.
~~COUNTY~~ CITY OF TORONTO)

The foregoing instrument was acknowledged before me this 19th day of June, 2020, _____, by DAVID Meyerowitz (and _____)(Grantor(s).

Witness my hand and official seal.

My Commission Expires: _____

Sandra Whittingham, a Commissioner, etc., City of Toronto, for Strategic Capital Corporation and its subsidiaries. Expires March 4, 2021.