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PROPERTY 292 LLC  
27500 EAST COLFAX  
AURORA, CO 80018

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Arapahoe County Clerk, CO  
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Joan Lopez, Clerk & Recorder

E4040130

### GRANT OF AVIGATION EASEMENT

This GRANT OF AVIGATION EASEMENT (“**Avigation Easement**”) is executed and delivered as of this 18 day of June, 2024, by Sharon Lee Dowhan and Property 292, LLC, a Colorado limited liability company, as owner of the Property as described below (collectively, “**Grantors**”), and **the City and County of Denver**, a municipal corporation of the State of Colorado (“**Grantee**”).

### RECITALS

A. Grantors are the owner in fee simple of that certain real property located in the County of Arapahoe, State of Colorado, legally described in Exhibit A attached hereto and incorporated herein by reference (the “**Property**”).

B. Grantee is the owner and operator of Denver International Airport (the “**Airport**”) situated in the County of Adams and in the City and County of Denver, State of Colorado.

### 1. GRANT OF AVIGATION EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantors, for themselves and their successors and assigns, do hereby grant, bargain, sell, and convey to Grantee and its successors and assigns, for the use and benefit of Grantee, the public, and all users of the Airport, the following easements, rights, and servitudes, which shall be appurtenant to the Airport as to Grantee, and in gross as to tenants and licensees of Grantee, and as to all users of the Airport, based on current as well as full Airport buildout of at least twelve runways, and other future development and/or increase in or expansion of Airport operations (collectively the “**Avigation Easement**”):

1.1 **Passage of Aircraft.** A perpetual nonexclusive easement and right of way for the passage of any and all **Aircraft** (as defined below) landing at, taking off from, or otherwise operating to or from the Airport in, to, over and through all Airspace of the Property to an indefinite height (“**Passage of Aircraft**”).

1.1.1 As used herein, the term “**Aircraft**” shall include, but not be limited to, any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air, whether manned or unmanned and regardless of propulsion method.

1.2 **Incidental Effects.** A perpetual nonexclusive easement and right to cause or create noise from the Passage of Aircraft over or above a plane of five hundred feet (500 feet) above the ground level the Property, and to enter or penetrate into or transmit through any improved or unimproved portion of the Property or any airspace above a plane of five hundred feet (500 feet) above the ground level the ground surface of the Property (the “**Airspace**”), such noise, sounds, vibrations, dust, turbulence, illumination, electronic interference, fumes, fuel vapor particles, interference with sleep and communication, and all other effects that may reasonably be caused by the Passage of Aircraft, (collectively “**Incidental Effects**”), including,

without limitation, any Incidental Effects that may be objectionable or would otherwise constitute a trespass, a permanent or continuing nuisance, personal injury or taking or damage to the Property due to invasiveness, intermittence, frequency, loudness, intensity, toxicity of Aircraft emissions or fuel, interference, emission, odor, annoyance or otherwise. This grant includes Incidental Effects from any future additions to or increases in or changes made to operations at the Airport, including full Airport buildout of at least twelve runways, and other future development and/or increase in or expansion of Airport operations.

1.3 **Waiver of Claims.** Grantors hereby waive, remise, and release any right or cause of action Grantors may now have or which Grantors may have in the future against Grantee and any department, division, or agent of Grantee or the Airport and the United States of America due to the Passage of Aircraft or Incidental Effects. However, nothing stated in this easement shall divest Grantors or their heirs, successors or assigns of any right or cause of action for damages resulting from the unlawful or negligent operation of any aircraft.

## 2. COVENANTS

2.1 **Interference With Air Navigation.** In furtherance of the easements and rights herein granted, Grantors hereby covenant, for themselves and their successors and assigns, at all times hereafter, as follows:

2.1.1 Grantors will not take any action, cause or allow any electronic, electromagnetic or light emissions, allow any obstruction to exist that would penetrate the “imaginary surfaces” per 14 CFR Part 77 for the Airport’s full twelve runway buildout, or construct any structure on the Property which would conflict or interfere with or infringe Grantee’s rights hereunder, including the full use and enjoyment of the Avigation Easement.

2.1.2 Grantors, their heirs, successors, and assigns shall comply with 14 C.F.R. Part 77 including as it may be amended or replaced.

2.1.3 Grantee may clear and keep the Airspace clear 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.

2.1.4 Grantee may 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.

2.1.5 Grantors 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.

2.2 **Changes.** The rights, easements, benefits, waivers, covenants and Agreements granted hereunder, including the Avigation Easement, shall continue notwithstanding any increase or other change in the boundaries, volume of operations, noise, development of new runways or pattern of air traffic at the Airport. The Avigation Easement and this Avigation Easement may not be modified, amended, terminated or abandoned except by execution and delivery of an instrument executed and acknowledged by Grantee, and Grantors agree that, in the absence of such an instrument, no conduct by Grantee or increase, diminution or change in use of the Avigation Easement shall constitute either an overburdening of the Avigation Easement or a termination or abandonment of the Avigation Easement.

### 3. **GENERAL PROVISIONS**

3.1. **Interpretation.** No provision of this Avigation Easement is to be interpreted for or against any party because that party or that party's legal representative drafted such provision.

3.2. **Waiver.** No violation or breach of any provision of this Avigation Easement may be waived unless in writing. Waiver of any one breach of any provision of this Avigation Easement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Avigation Easement.

3.3. **Severability.** In the event that any one or more covenant, condition, right, or other provision contained in this Avigation Easement is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Avigation Easement and shall in no way affect, impair, or invalidate any other covenant, condition, right, or other provision contained in this Avigation Easement.

3.4. **Additional Documents.** In addition to the documents and instruments to be delivered as provided in this Avigation Easement, Grantors or their successors and assigns shall, from time to time at the request of Grantee, execute and deliver to Grantee such other documents and shall take such other action as may be reasonably required to carry out more effectively the terms of this Avigation Easement.

3.5. **Governing Law.** This Avigation Easement Agreement has been negotiated and entered into in the State of Colorado, and shall be governed by, construed and enforced in accordance with the statutory, administrative and judicial laws of the State of Colorado. Venue for any action arising from this agreement shall be in the City and County of Denver.

3.6. **Integration.** This Avigation Easement, including the exhibits, constitutes the final, complete and exclusive statement of the parties relative to the subject matter hereof and there are no oral or parol agreements existing between Grantors and Grantee relative to the subject matter hereof which are not expressly set forth herein and covered hereby. This is an integrated agreement.

3.7. **Recordation.** This Avigation Easement shall be recorded in the real property records of the Clerk and Recorder of County of Arapahoe, State of Colorado.



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL A: THE WEST 1203.25 FEET OF THE NE ¼ OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO. EXCEPT THAT PORTION CONVEYED TO ARAPAHOE COUNTY IN QUIT-CLAIM DEED RECORDED DECEMBER 31, 1930 IN BOOK 307 PAGE 598, ARAPAHOE COUNTY RECORDS. EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, IN SPECIAL WARRANTY DEED RECORDED APRIL 9, 1956 IN BOOK 961 PAGE 581, ARAPAHOE COUNTY RECORDS. EXCEPT THAT PORTION CONVEYED TO DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, IN QUIT-CLAIM DEED RECORDED JULY 8, 2014 AT RECEPTION NO. D4059823, ARAPAHOE COUNTY RECORDS. TOGETHER WITH

PARCEL B: THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THE WEST 1203.25 FEET OF THE NORTHEAST ¼ AS CONVEYED IN WARRANTY DEED RECORDED SEPTEMBER 8, 1961 IN BOOK 1286 AT PAGE 471, AND EXCEPT ANY PORTION THEREOF LYING WITHIN EXISTING ROADS AS CONVEYED IN DEED RECORDED DECEMBER 31, 1930 IN BOOK 307 AT PAGE 598 AND IN DEED RECORDED APRIL 9, 1956 IN BOOK 961 AT PAGES 581 AND 583 AND IN DEED RECORDED MARCH 31, 1975 IN BOOK 2321 AT PAGE 582 AND IN RULE, ORDER AND JUDGMENT RECORDED DECEMBER 15, 1966 IN BOOK 1691 AT PAGE 740, AND EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO IN QUIT-CLAIM DEED RECORDED JULY 8, 2014 UNDER RECEPTION NO. D4059822, COUNTY OF ARAPAHOE, STATE OF COLORADO.