

## AIRSPACE AVIGATION EASEMENT

This indenture, made this 23th day of June, 2021, between Gov. H Capital (hereinafter "GRANTOR"), and the Meadow Lake Airport Association (hereinafter "GRANTEE"), provides that:

- A. The GRANTOR for and in consideration of fulfillment of a condition of project approval and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, its successors and assigns, a perpetual and assignable easement in and over that certain parcel of real property more particularly identified and described in Exhibit A attached hereto and made a part hereof (said parcel hereinafter referred to as PARCEL), and a right-of-way for the free and unrestricted passage and flight of aircraft of the class, size and category as is now or hereinafter may be operationally compatible with Meadow Lake Airport, in, through, across and about the airspace above imaginary planes, as such those planes as defined by Part 77 of the Federal Aviation Regulations; Federal Aviation Administration (FAA) *Airport Design* Advisory Circular (current version); and *United States Standard for Terminal Instrument Procedures (TERPS)* (current version) over said PARCEL, as described below (hereinafter "Airspace").

This easement shall not apply to restrict improvements constructed on the property below 7,023.6 feet above mean sea level (MSL), or 150 feet above the elevation of the ground elevation.

- B. The Airspace for avigation easement purposes above said PARCEL consists of the following, further depicted on Exhibit B attached hereto:

all of the air space above the imaginary planes that are described by Part 77 of the Federal Aviation Regulations.

all of the air space above the relevant imaginary planes that are described by the latest version of the FAA *Airport Design* Advisory Circular (AC 150/5300-13A).

all of the air space above the relevant imaginary planes that are described by the latest version of the *United States Standard for Terminal Instrument Procedures (TERPS)* as described in the FAA Order 8260.3E

- C. The aforesaid easement and right-of-way described in Paragraphs A and B includes but is not limited to:

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1. 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 or aircraft, of the class, size and category as is now or hereinafter may be operationally compatible with Meadow Lake Airport, in, through, across or about any portion of the Airspace hereinabove described; and

2. The easement and right to cause or create, or permit or allow to be caused or created within 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, now known or hereafter used for navigation of or flight in air; and

3. The continuing and perpetual right to keep the Airspace clear of any portions of buildings, structures, or improvements of any and all kinds, and of trees, vegetation, or other objects, which extend into said Airspace; and

4. 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, said PARCEL, and which extend into the Airspace may be required to mark according to FAA regulations or other regulation(s), rules, or order(s); and

5. The right of ingress to, passage within, and egress from said PARCEL, solely for the above stated purposes.

D. GRANTOR, on behalf of itself, its successors and assigns hereby covenants with the GRANTEE, Meadow Lake Airport Association, as follows:

1. GRANTOR, its successors and assigns, will not construct, install, permit or allow any building, structure, improvement, tree, or other object on said PARCEL, to extend into the Airspace, or to constitute an obstruction to air navigation, or to obstruct or interfere with the use of the easement and right-of-way herein granted; and

2. GRANTOR, its successors and assigns, will not hereafter use or permit the use of said PARCEL in such a manner as to create electrical or electronic interference with radio communication or radar operation between any installation upon Meadow Lake Airport and any aircraft.

E. The easement and right-of-way herein granted shall be deemed both appurtenant to and for the direct benefit of that real property which now or hereinafter constitutes Meadow Lake Airport, and shall further be deemed in gross, being conveyed to the GRANTEE for the benefit of the GRANTEE, and any and all

members of the general public who may use said easement or right-of-way, taking off from, landing upon, or operating such aircraft in or about the Meadow Lake Airport or in otherwise flying through said Airspace.

F. This grant of aviation easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights that it may otherwise have from time to time against any individual or private operator for negligent or unlawful operation of aircraft.

G. It is understood and agreed that these covenants and agreements run with the land and shall be binding upon the heirs, representatives, administrators, executives, successors, and assigns of the GRANTOR, and that for the purposes of this instrument, the PARCEL shall be the servient easement and Meadow Lake Airport shall be the dominant tenement.

H. The aviation easement, covenants and agreements described herein shall continue in effect until the Meadow Lake Airport shall be abandoned or shall cease to be used for public airport purpose, at which time it shall terminate.

I. Grantors agree to waive all damages and claims for damages caused or alleged to be caused by the Grantors violation of any aspect of this easement document.



[Signature to Follow]

IN WITNESS WHEREOF, the GRANTOR has hereunto set its/his/her hands and seals this 23th day of June, 2021.

GRANTOR

[Signature]  
By: JOHN V. HELMICK  
Printed Name: John v. Helmick  
Title: CEO

State of <del>Colorado</del> <u>Oregon</u> County of <u>Wash</u>
Signed and sworn to [or affirmed] before me on <u>23 June</u> , 20 <u>21</u> by <u>Jessica Purdy</u> (name(s) of individual(s) making statement).
<u>[Signature]</u> (Notary's official signature)
<u>Accounting Manager</u> (Title of office)
<u>11/20/24</u> (Commission Expiration)



OFFICIAL STAMP  
**JESSICA PURDY**  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 995923  
MY COMMISSION EXPIRES JANUARY 20, 2024