

AVIGATION EASEMENT

WHEREAS, SR Land, LLC, a Colorado limited liability company, (“Grantor”), is the owner in fee simple of that certain tract of land situated in El Paso County, Colorado, described on Exhibit A and depicted on Exhibit B attached hereto (“Grantor’s Property”).

NOW, THEREFORE, in consideration of the satisfaction of **El Paso County Project No. SF 21-032, Sterling Ranch Filing No. 3** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Grantor, for itself, its successors and assigns, does hereby grant, bargain, sell and convey unto the **City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation** (“City”), on behalf of its enterprise, the Colorado Springs Municipal Airport (“Airport”), its successors and assigns, for the use and benefit of the public, an Avigation Easement appurtenant to Grantor’s Property, for the unobstructed use and passage of Aircraft (“Aircraft” being defined for the purposes of this instrument as any device now known or hereafter invented, used, or designed for navigation or flight in the air), by whomsoever owned or operated, in and through the navigable airspace above the surface of Grantor’s Property (“Airspace”), together with the right to cause in said Airspace any noise, vibrations, fumes, dust, fuel particles, or pollutants (incidental to the normal operation of Aircraft); fear, annoyance, or interference with sleep or communication; and all other effects inherent in the operation of any Aircraft used for navigation or flight through the said Airspace or landing at, taking off from, or operating at, on, or in the vicinity of the Airport; and Grantor further covenants that no manmade or non-manmade obstructions, whether permanent or temporary, shall be constructed, erected, or allowed on Grantor’s Property that would constitute an obstruction to air navigation or penetrate the Airspace, except as may be allowed by the Airport or pursuant to federal law or regulations. Grantor’s Property may not be used in a manner as to result in electromagnetic, light, smoke, or any other emissions that could interfere with Aircraft, avigation, communication or navigational aids, or communications between the Airport and Aircraft; make it difficult for fliers to distinguish between the Airport’s lights and others; result in misleading lights or glare in the eyes of fliers using the Airport; impair visibility in the vicinity of the Airport; or otherwise affect, endanger, or interfere with the landing, taking off, maneuvering, or movement of Aircraft.

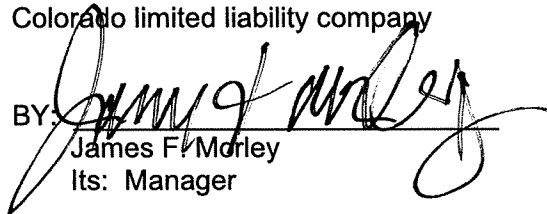
Grantor, on behalf of itself, its successors and assigns, further acknowledges that the Avigation Easement herein granted contemplates and includes all existing and future operations at the Airport, that future Aircraft numbers and types will most likely increase and noise patterns may also increase, and that the rights, obligations, and covenants herein set forth shall not terminate or vary in the event of changes in the flight volume or noise, traffic patterns, runway lengths or locations, or characteristics or type or category of Aircraft using the Airport.

Grantor agrees to waive all damages and claims for damages caused or alleged to be caused by Grantor’s violation of any aspect of this Avigation Easement. City has a perpetual right of ingress/egress in the easement area and the right to remove or require removal of any obstruction prohibited by this Avigation Easement.

TO HAVE AND TO HOLD said Avigation Easement and all rights appertaining thereto unto City, its successors and assigns, until the Airport shall be abandoned and shall cease to be used for public airport purposes, it being understood and agreed that these covenants and agreements shall run with Grantor's Property and shall be binding upon Grantor, its successors and assigns, until such time that the Avigation Easement is extinguished.

IN WITNESS WHEREOF, this Avigation Easement is made by Grantor as of the 17 day of July, 2022.

SR Land, LLC, a
Colorado limited liability company

BY: 
James F. Morley
Its: Manager

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 17th day of July, 2022, by James F. Morley as Manager for SR Land, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: 12-02-2025

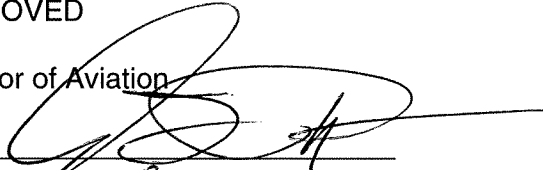
CHRISTINE L. WISE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974021715
MY COMMISSION EXPIRES DECEMBER 02, 2025


Notary Public

City of Colorado Springs
Colorado Springs Municipal Airport
Avigation Easement

APPROVED

Director of Aviation

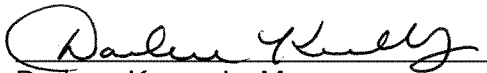


Print Name: Gregory J. Phillips

Date: 7/24/2022

ACCEPTED FOR THE CITY OF COLORADO SPRINGS

Real Estate Services



Darlene Kennedy, Manager

Date: July 25, 2022



EXHIBIT A

AVIGATION EASEMENT

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING ALL OF TRACT A, STERLING RANCH FILING NO. 2 RECORDED UNDER RECEPTION NO. 222714894 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, ALL OF THAT PROPERTY DESCRIBED IN THE QUITCLAIM DEED RECORDED UNDER RECEPTION NO. 217105379, TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AS MONUMENTED AT THE SOUTHWEST CORNER OF SAID BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624" AND AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "LS 11624", SAID LINE BEARS N89°14'14"E, A DISTANCE OF 2,722.69 FEET.

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 34;

THENCE N76°27'59"W, A DISTANCE OF 3,285.79 FEET TO THE NORTHEASTERLY CORNER OF STERLING RANCH FILING NO. 2, RECORDED UNDER RECEPTION NO. 222714894 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE SOUTHERLY LINE OF THAT 20' ELECTRIC EASEMENT RECORDED UNDER RECEPTION NO. 218054783, N76°19'20"E A DISTANCE OF 306.51 FEET;

THENCE DEPARTING SAID SOUTHERLY EASEMENT LINE, SIX (6) COURSES:

1. S76°13'42"E A DISTANCE OF 113.48 FEET;
2. S40°32'14"E A DISTANCE OF 104.08 FEET;
3. S17°59'13"W A DISTANCE OF 156.80 FEET;
4. S05°59'16"E A DISTANCE OF 253.00 FEET;
5. S30°01'27"E A DISTANCE OF 151.07 FEET;
6. S54°45'26"W A DISTANCE OF 199.63 FEET, TO A POINT ON THE SOUTHERLY LINE, AND ITS EXTENSION, OF THAT PROPERTY RECORDED UNDER RECEPTION NO. 21705379;

THENCE ON SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. S78°47'17"W A DISTANCE OF 182.32 FEET;
2. S35°56'43"W A DISTANCE OF 113.87 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ON SAID SOUTH LINE, S89°04'30"W A DISTANCE OF 1,073.19 FEET, TO A POINT OF NON-TANGENT CURVE;

THENCE DEPARTING SAID SOUTH LINE, THE FOLLOWING THREE (3) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S61°10'09"E, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 17°06'47" AND AN ARC LENGTH OF 67.20 FEET, TO A POINT OF REVERSE CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 59°37'18" AND AN ARC LENGTH OF 182.10 FEET, TO A POINT OF TANGENT;
3. N13°40'40"W A DISTANCE OF 303.66 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STERLING RANCH ROAD, AS SHOWN ON THE PLAT OF SAID STERLING RANCH FILING NO. 2;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, N76°19'20"E A DISTANCE OF 982.10 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STERLING RANCH ROAD;

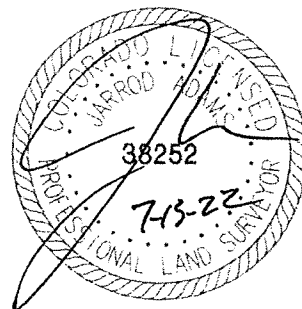
THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, N13°40'40"W A DISTANCE OF 80.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 910,909 SQUARE FEET OR 20.9116 ACRES.

PROPERTY DESCRIPTION STATEMENT

I, JARROD ADAMS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC



250 125 0 250

ORIGINAL SCALE: 1" = 250'

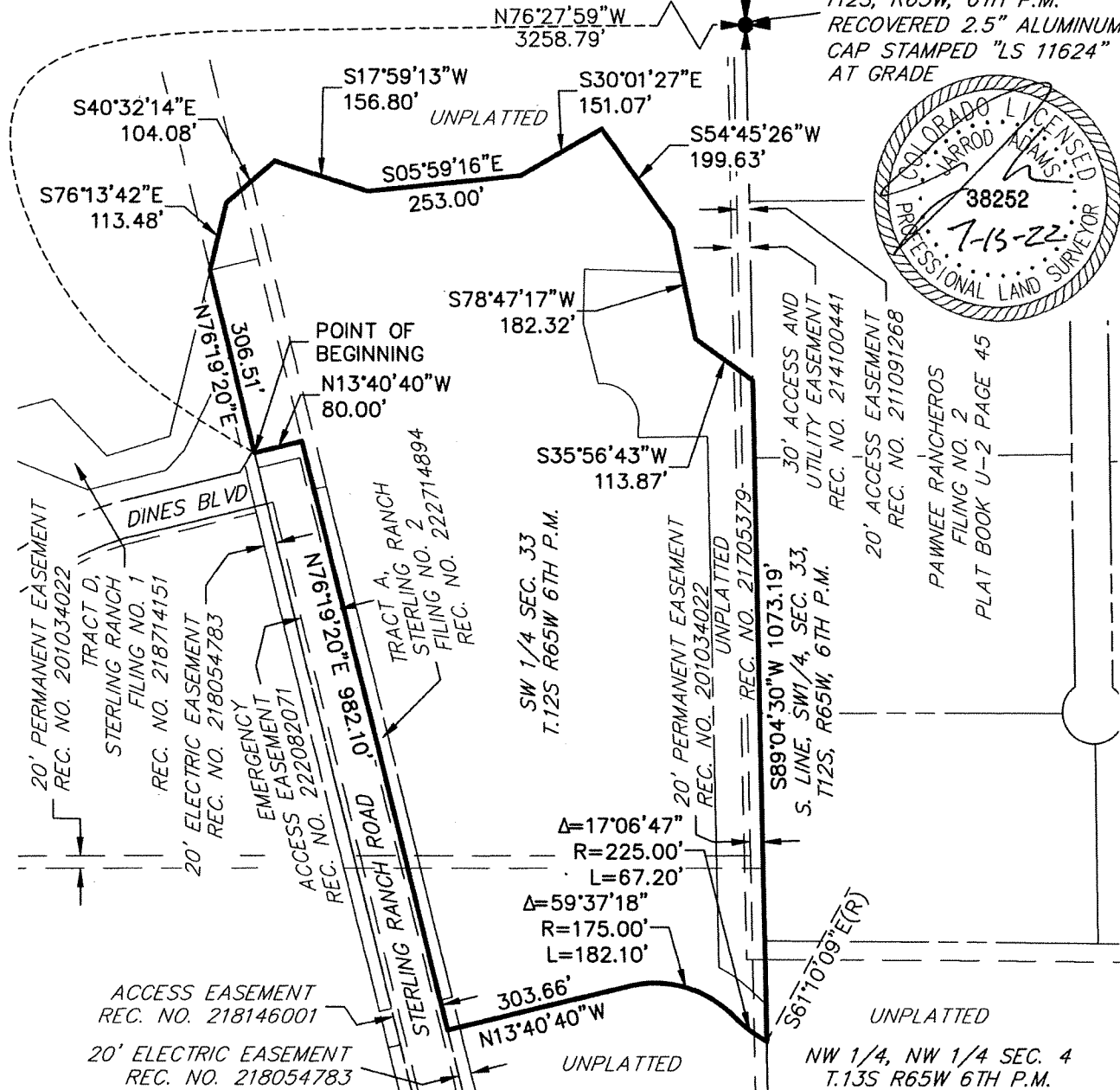
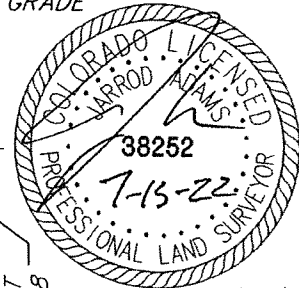


EXHIBIT B

BASIS OF BEARINGS
S. LINE, SW 1/4, SEC. 34
N89°14'14"E 2722.69'

SW 1/4 COR. SEC. 34,
T12S, R65W, 6TH P.M.
RECOVERED 2.5" ALUMINUM
CAP STAMPED "LS 11624"
AT GRADE

POINT OF COMMENCEMENT
SW COR. SEC. 34,
T12S, R65W, 6TH P.M.
RECOVERED 2.5" ALUMINUM
CAP STAMPED "LS 11624"
AT GRADE



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

AVIGATION EASEMENT
STERLING RANCH FILING NO. 3
PROJECT NO.: 25188.02
DATE: 7/13/2022

SHEET: 3 OF 3



J-R ENGINEERING

A Westrian Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com