

AVIGATION EASEMENT

THIS AVIGATION EASEMENT is made and entered into by and between the **GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**, a body corporate and politic and constituting a political subdivision of the State of Colorado, hereinafter called **GRANTEE**, and **Sneddon Built LLC**, Hereinafter called **GRANTOR**.

WHEREAS, Grantee is the owner and operator of Grand Junction Regional Airport situated in the County of Mesa, State of Colorado, and in close proximity to the land of the Grantor, and Grantee desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about said airport; and

WHEREAS, Grantor is the owner in fee simple of that certain parcel of land situated in the County of Mesa, State of Colorado, to wit:

Arran Estates Subdivision

NOW THEREFORE, in consideration of the sum of **ONE DOLLAR (\$1.00)** and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor, for itself, its heirs, administrators, executors, successors and assigns, does hereby grant, bargain sell and convey, unto the Grantee, its successors and assigns, for the use and benefit of the public, an easement and right of way appurtenant to Grand Junction Regional Airport, for the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any device known or hereafter invented, used or designed for navigation or flight in the air) by whomsoever owned and operated, in the navigable airspace (as defined below) above the surface of Grantor's property to an infinite height above said Grantor's property, together with the right to cause in said airspace such noise and vibrations, smoke, fumes, glare, dust, fuel, particles and all other effects that may be caused by the normal operation of aircraft to, from, around, landing at or taking off from and operating at or on said Grand Junction Regional Airport, and Grantor hereby waives, remises and releases any right or cause of action which Grantor now has or which Grantor may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, smoke, fumes, glare, dust, fuel, particles and all other effects caused by the normal operation of such aircraft.

FURTHER, Grantor hereby covenants, for and during the life of this easement, that Grantor:

- a. Shall not hereafter construct, permit or suffer to maintain upon said land any obstruction that extends into navigable airspace required for use of any part of Grand Junction Regional Airport including, without limitation, the runway surfaces, aprons, taxiways and other areas of said airport; ("navigable airspace" is defined for the purpose of this instrument as airspace at and above the minimum flight altitudes, including take-off and landing, as prescribed in Federal Aviation Administration Federal Air Regulations Part nine (9), and as such regulations are amended.)

- b. Shall not hereafter use or permit or suffer use of said land in such a manner as to create electrical or electronic interference with radio communications (or any other communications) or radar operation between the installations upon Grand Junction Regional Airport and aircraft, or to make it difficult for flyers to distinguish between airport lights and others or to result in glare in the eyes of flyers using the said airport, or to impair visibility in the vicinity of the airport, or otherwise to endanger the landing, taking off or maneuvering of aircraft.

GRANTOR agrees the aforesaid covenants and agreements shall run with the land for the benefit of Grantee, its successors and assigns, until said airport shall be abandoned and shall cease to be used for airport purposes.

IN WITNESS THEREOF, the Grantor has hereunto set his hand on this _____ day of _____, 2019.

GRANTOR:

Max F. Sneddon
Sneddon Built LLC

STATE OF COLORADO)
) ss
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Max F. Sneddon, Sneddon Built LLC.

WITNESS my hand and official seal.
My commission expires:

Notary Public

AGREEMENT

Sneddon Built LLC, for themselves and for their successors and assigns, do hereby agree to abide by each and every term and condition contained in the foregoing Revocable Permit for irrigation improvements. Furthermore, they shall indemnify the City of Grand Junction, its officers, employees and agents and hold the City of Grand Junction, its officers, employees and agents harmless from all claims and causes of action as recited in said Permit.

Within thirty (30) days of revocation of said Permit, peaceably surrender said public right-of-way to the City of Grand Junction and, at their sole cost and expense, remove any encroachment so as to make said public rights-of-way fully available for use by the City of Grand Junction, the County of Mesa, the State of Colorado, the Public Utilities or the general public.

The Permittee acknowledges the existence of good and sufficient consideration for this Agreement.

Dated this _____ day of _____, 2019.

By signing, the Signatories represent that they have full authority to bind the Permittee to each and every term and condition hereof and/or in the Permit.

Max F. Sneddon
Sneddon Built LLC

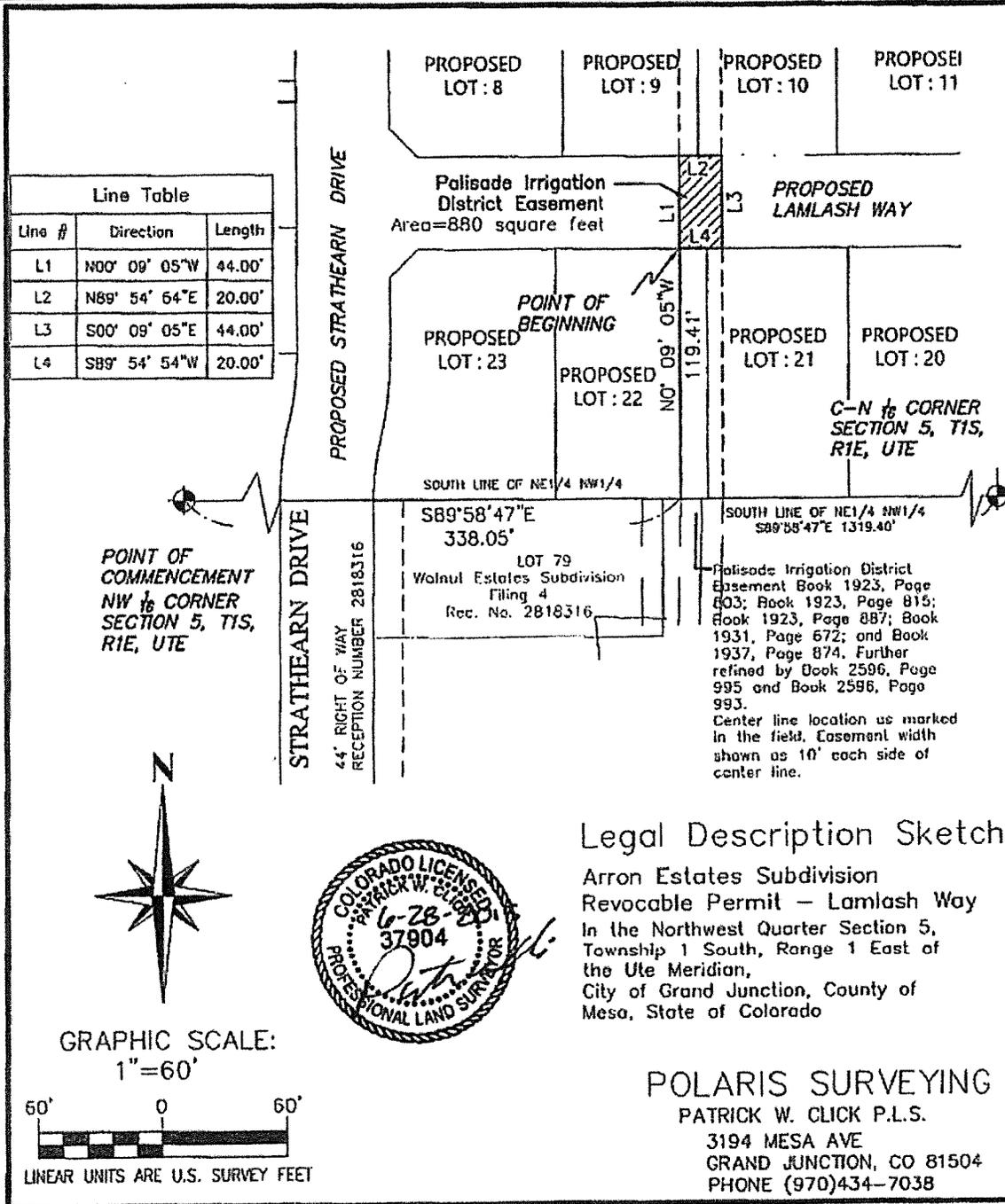
State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2019, by Max F. Sneddon, for Sneddon Built LLC.

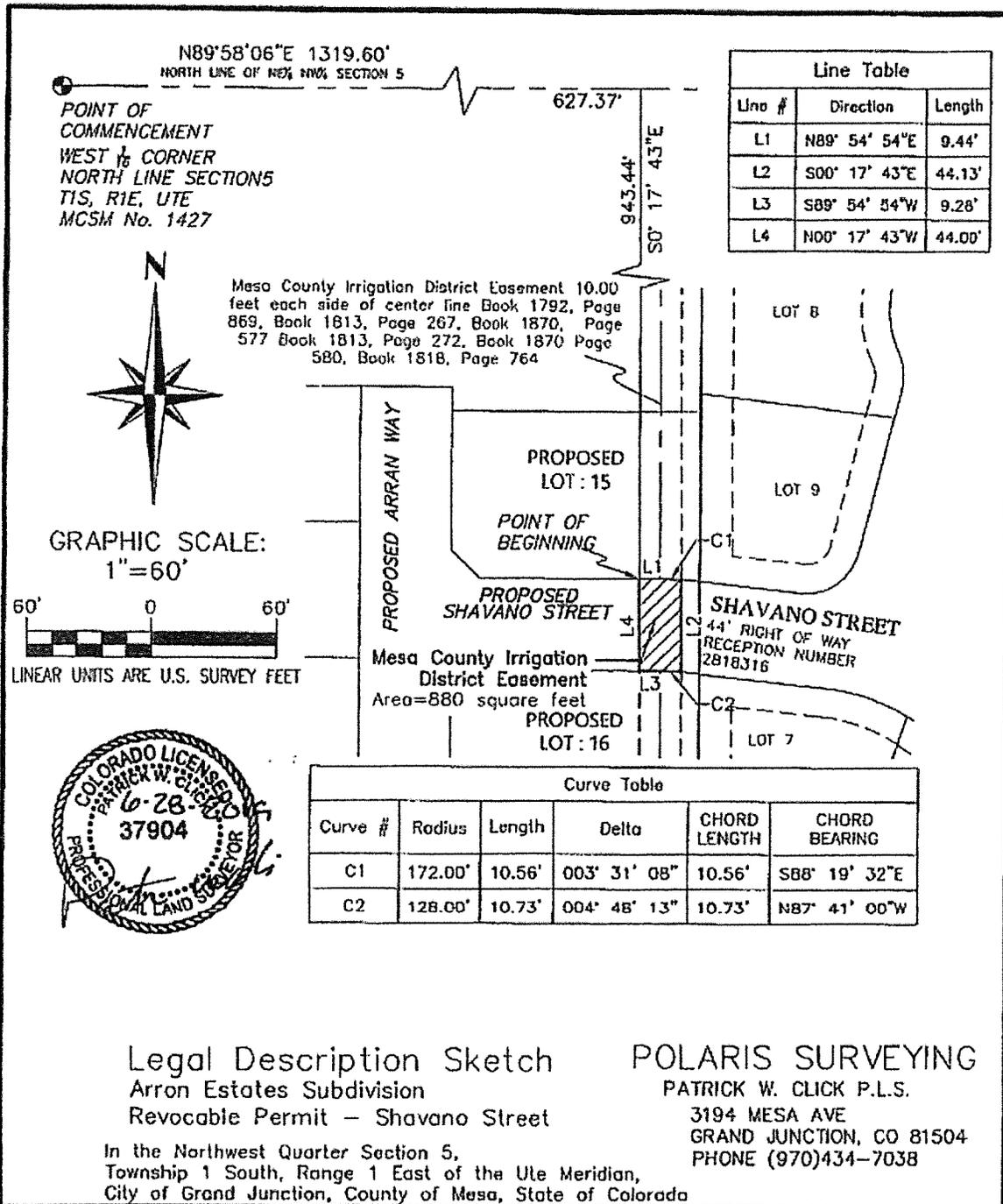
My Commission expires: _____
Witness my hand and official seal.

Notary Public

Permit Area 1:



Permit Area 2:



REVOCABLE PERMIT

Recitals.

1. Sneddon Built LLC, hereinafter referred to as the Petitioners, have requested that the City of Grand Junction issue a Revocable Permit to allow the Petitioners to install, operate, maintain, repair and replace irrigation improvements, as approved by the City, within the limits of the following described public rights-of-way for Lamlash Way and Shavano Street, to wit:

Permit Area 1:

A parcel of land located in the Northwest Quarter of Section 5, Township 1 South Range 1 East of the Ute Meridian, Commencing at the Northwest Sixteenth Corner of said Section 5 from whence the Center-North Sixteenth Corner of said Section 5 bears S89°58'47"E a distance of 1319.40 feet, thence S89°58'47"E along the South Line of the Northeast Quarter of the Northwest Quarter of said Section 5 a distance of 338.05 feet; thence N00°09'05"W a distance of 119.41 feet to the Point of Beginning.
thence N00°09'05"W a distance of 44.00 feet;
thence N89°54'54"E a distance of 20.00 feet;
thence S00°09'05"E a distance of 44.00 feet;
thence S89°54'54"W a distance of 20.00 feet to the Point of Beginning.

Said parcel contains 880 square feet as described.

Permit Area 2:

A parcel of land located in the Northwest Quarter of Section 5, Township 1 South Range 1 East of the Ute Meridian, Commencing at the West Sixteenth Corner of said Section 5 from whence the North Quarter Corner of said Section 5 bears N89°58'06"E a distance of 1319.60 feet, thence N89°58'06"E along the North Line of the Northeast Quarter of the Northwest Quarter of said Section 5 a distance of 627.37 feet; thence S00°01'54"E a distance of 943.44 feet to the Point of Beginning.
thence N89°54'54"E a distance of 10.24 feet to the start of a curve to the right;
thence along said curve to the right with a radius of 172.00 feet, an arc length of 10.56 feet and a central angle of 03°31'08" whose chord bears S88°19'32"E a distance of 10.56 feet;
thence S00°17'43"W a distance of 44.13 feet;
thence along a curve to the left with a radius of 128.00 feet, an arc length of 10.73 feet and a central angle of 04°48'13" whose chord bears N87°41'00"W a distance of 10.73 feet;
thence S89°54'54"W a distance of 9.28 feet;
thence N00°17'43"W a distance of 44.00 feet to the Point of Beginning.

Said parcel contains 880 square feet as described.

These descriptions were written by:
Patrick W. Click, P. L. S.
Polaris Surveying
3194 Mesa Avenue
Grand Junction, CO. 81504

2. Based on the authority of the Charter and § 21.02.180 of the Grand Junction Zoning & Development Code applying the same, the City, by and through the Community Development Department, has determined that such action would not at this time be detrimental to the inhabitants of the City.

NOW, THEREFORE, IN ACCORDANCE WITH HER LAWFUL AUTHORITY, TAMRA ALLEN, AS COMMUNITY DEVELOPMENT DIRECTOR, DOES HEREBY ISSUE:

to the above-named Petitioners a Revocable Permit for the purposes of irrigation improvements within the limits of the public right-of-way described; provided, however, that this Permit is conditioned upon the following:

1. The installation, operation, maintenance, repair and replacement of irrigation improvements by the Petitioners within the public rights-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required by the City to avoid creating hazardous or dangerous situations and to avoid damaging public roadways, sidewalks, utilities, or any other facilities presently existing or which may in the future exist in said right-of-way.
2. The City, on its behalf and on behalf of the County of Mesa, the State of Colorado and the Public Utilities, hereby reserves and retains a perpetual right to utilize all or any portion of the public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any or no reason.
3. The Petitioners, for themselves and for their successors and assigns, agree that they shall not hold, nor attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any improvements and/or facilities to be installed by the Petitioners within the limits of the public rights-of-way (including the removal thereof), or any other property of the Petitioners or any other party, as a result of the Petitioners' occupancy, possession or use of said public rights-of-way or as a result of any City, County, State or Public Utility activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.
4. The Petitioners agree that they shall at all times keep the above described public rights-of-way and the facilities authorized pursuant to this Permit in good condition and repair.
5. This Revocable Permit for irrigation improvements shall be issued only upon concurrent execution by the Petitioners of an agreement that the Petitioners and the

Petitioners' successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioners shall, at the sole expense and cost of the Petitioners, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to Petitioners' last known address), peaceably surrender said public rights-of-way and, at their own expense, remove any encroachment so as to make the described public rights-of-way available for use by the City, the County of Mesa, the State of Colorado, the Public Utilities or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. The Petitioners, for themselves and for their successors and assigns, agree that they shall be solely responsible for maintaining and repairing the condition of any and all plantings, improvements and/or facilities authorized pursuant to this Permit. The Petitioners shall not install any trees, vegetation or other improvements that create sight distance problems.

7. This Revocable Permit and the following Agreement shall be recorded by the Petitioners, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this _____ day of _____, 2019.

Written and Recommended by:

The City of Grand Junction,
a Colorado home rule municipality

Scott D. Peterson
Senior Planner

Tamra Allen
Community Development Director

Acceptance by the Petitioners:

Max F. Sneddon
Sneddon Built LLC