

### **SURFACE AND OVERHEAD AVIGATION EASEMENT**

This Surface and Overhead Avigation Easement ("Easement") is made this 6<sup>th</sup> day of July 2018, by Rick L. Lizondo and Marni P. Lizondo, hereinafter called the Grantors.

WHEREAS, Grantors are the fee owners of the property described on Exhibit A (the "Property") which is situated in Boulder County, Colorado.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors and assigns do hereby grant the following appurtenant rights and benefits to the City of Longmont, owner of the Vance Brand Municipal Airport (the "Airport"), hereinafter called the "Grantee", for the use and benefit of the public:

1. The unobstructed use and passage of all types of aircraft in and through the airspace at any legal height or altitude above the surface of the Property.
2. The right of said aircraft to cause noise, vibrations, fumes, deposits of dust, fuel particles, fear, interference with sleep or communication, and any other effects associated with the normal, legal and reasonable operation of aircraft taking off, landing or operating in the vicinity of the Airport. It is Grantors' intent to permit aircraft noise and similar effects to occur over the Property from aircraft using the Airport, regardless of operational levels, air traffic control procedures, types of aircraft, or airport runway configurations which might come to be in effect in the future.
3. At any time there is evidence of congregation or nesting of birds on or in an object that was placed subsequent to this Easement that is deemed unsafe to aircraft operations by the Federal Aviation Administration (FAA), the Grantor shall be responsible for the removal and associated costs for removal of the object, and when applicable, relocation of the nest.
4. No structure or object of natural growth shall be erected, altered, allowed to grow, or be maintained at a height that intrudes into the Federal Aviation Regulation (FAR) part 77 surfaces for the Vance Brand Airport.
5. As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include jet, propeller-driven, civil, military or commercial aircraft, and helicopters, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

6. No later than five years from the date first set forth above, Grantors shall cease operating its soccer facility, currently known as the Lizondo Futbol Academy, on the Property, and all uses on the Property after the date of execution of this document must conform to uses deemed compatible by the Federal Aviation Administration.
7. The Grantors warrant for themselves, and all persons claiming under the Grantors, that they have the exclusive and full right, title, ownership, and lawful authority to grant this Easement and to make and enforce the covenants and promises herein, and that they will forever defend title to the Easement from persons claiming the whole or any part thereof, by, through or under the Grantors.
8. Grantors hereby agree that they have an affirmative duty at the time of offering for sale all or any portion of the Property to disclose the existence of this Easement on the Property to prospective purchasers.
9. If Grantors fail to comply with the terms of this Easement, the parties agree that Grantee will suffer irreparable injury, that monetary damages will not provide an adequate remedy and that Grantee shall be entitled to seek injunctive relief to enforce the terms of this Easement, and Grantee shall be entitled to its reasonable costs and attorney's fees.

**TO HAVE AND TO HOLD** said Easement and all rights appertaining thereto unto the Grantee, its successors, and assigns, until the Vance Brand Municipal Airport shall be abandoned and shall cease to be used for public airport purposes. The obligations of the Grantor contained in this Easement shall constitute a covenant which shall run with and burden the land, shall bind all future owners of the land, and shall be enforceable against the Grantor, and the Grantor's successors and assigns by the Grantee, and its successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTORS:

[Signature]  
Rick L. Lizondo

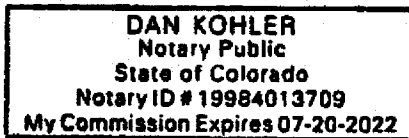
[Signature]  
Marni P. Lizondo

State of Colorado )  
                                  ) ss:  
County of Boulder )

The foregoing instrument was acknowledged before me by Rick L. Lizondo and Marni P. Lizondo this 6th day of July, 2018.

Witness my hand and official seal.

[Signature]  
Notary Public



My commission expires: 7/20/22

ACCEPTED BY CITY OF LONGMONT:

[Signature]  
Mayor

ATTEST:

[Signature]  
City Clerk



APPROVED AS TO FORM:

[Signature]  
Deputy City Attorney

APPROVED AS TO FORM AND SUBSTANCE:

[Signature]  
Originating Department

**Exhibit A**

**THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BOULDER, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:**

**A PART OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER (W1/2 NE1/4) OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHEAST 1/4 WHICH IS 1113.3 FEET SOUTH OF THE NORTH ONE-QUARTER CORNER OF SAID SECTION 1; THENCE SOUTH, ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 209 FEET; THENCE NORTH 89°59' EAST, PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1043 FEET; THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 209 FEET; THENCE SOUTH 89°59' WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1043 FEET TO THE POINT OF BEGINNING**

**Parcel ID: 131701000004**

**Commonly known as 10826 N 75th Street, Longmont, CO 80503  
However, by showing this address no additional coverage is provided**