

AVIGATION AND HAZARD EASEMENT

WHEREAS, **FV Basecamp, LLC** who collectively shall hereinafter be referred to as the "Grantors," all own an interest in a part of that certain tract of land, PIN **278600001** in Section **AC, 1901 Curve Plz., Lot 1 Woldwest Subdivision AC, County of Routt, State of Colorado**, more particularly described in Exhibit A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, personal representatives, successors and assigns, do hereby grant, bargain, sell and convey unto the City of Steamboat Springs, its successors and assigns, hereinafter referred to as the "Grantee," for the use and benefit of the public, an easement and right of way, appurtenant to the Steamboat Springs Airport – Bob Adams Field, for the unobstructed passage of all aircraft, ("aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air) by whomsoever owned and operated in the air space above Grantors' property to an infinite height, together with the right to come, in all air space above the surface of Grantors' property, such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation or aircraft landing at, taking off from, or operating at or on said Steamboat Springs Airport – Bob Adams Field.

Grantors do hereby waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantee, its successors and assigns, with respect to Grantors' property due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation or aircraft landing at, taking off from, or operating at or on said Steamboat Springs Airport – Bob Adams Field. Nothing stated in the foregoing waiver, grant and release shall release any person from liability for damages or divest the Grantors, their heirs, personal representatives, successors and assigns from any right or cause of action for damages to any person or property resulting from the unlawful or negligent operation of any aircraft at any altitude over and across Grantors' property.

The easement and right-of-way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantors' property of any building, structure, tree or other object extending into the air space at a height that would violate Federal Aviation Administration Regulation Title 14, Part 77 regarding obstructions to air navigation or navigational aids or facilities, and to remove from said air space, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other object now upon, or which in the future may be upon Grantors' property, together with the right of reasonable ingress to, egress from, and passage over Grantors' property for the above purposes.

TO HAVE AND TO HOLD said easement and right-of-way, and all rights appertaining thereto unto the Grantee, its successors and assigns, until the City of Steamboat Springs shall cease to use said Steamboat Springs Airport – Bob Adams Field for public airport purposes.

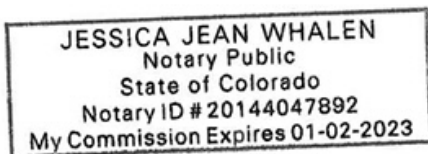
AND for the consideration hereinabove set forth, the Grantors, for themselves, their

RECEPTION#: 827371
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R: \$18.00, D: \$0.00
Kim Bonner, Routt County, CO

heirs, personal representatives, successors and assigns, do hereby agree that for and during the life of said easement and right-of-way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any building, structure, tree or other object extending into the aforesaid prohibited air space, and that they shall not hereafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport, or as otherwise to endanger the landing, taking off or maneuvering of aircraft. It is understood and agreed that the aforesaid covenants and agreements shall run with the land.

This Avigation and Hazard Easement may be signed in counterpart copies each of which shall be fully binding on the party or parties executing same as if all signatories signed a single copy. This Avigation and Hazard Easement shall be recorded in the records of the Routt County Clerk and Recorder.

IN WITNESS WHEREOF, the Grantors have executed this Avigation and Hazard Easement as of this 7th day of July, 2021.



(Grantor)

BY physical presence

ATTEST:

Legal Acknowledgment for each Grantor.

J. Whalen