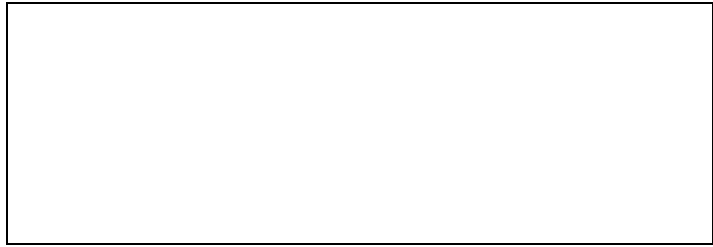


**GRANT OF
AVIGATION AND
HAZARD EASEMENT**



THIS GRANT OF AVIGATION AND HAZARD EASEMENT, made this ____ day of _____, 2019, between (“GRANTOR”) and the CITY OF IDAHO FALLS, Idaho, a municipal corporation of the State of Idaho, 308 Constitution Way, Idaho Falls, Idaho 83405, (“GRANTEE”) in favor of the Idaho Falls Regional Airport (“Airport”).

WITNESSETH

1. GRANTOR for good and valuable consideration, does hereby grant to GRANTEE, its successors and assigns, a perpetual and assignable easement in and over that certain parcel of real property (the “Parcel”) more particularly identified and described in Attachment “A” to and made part of this instrument, and a right-of-way on, in, and over the Parcel for the free and unrestricted passage and flight of aircraft in, through, across, and about the airspace above an imaginary plane, as such plane is defined by Part 77 of the Federal Aviation Regulations, over said Parcel, as described below (the “Airspace”). 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, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned or operated.
2. The Airspace of avigation easement purposes above said Parcel consists of all of the air space above the imaginary plane that is described by Part 77 of the Federal Aviation Regulations.
3. The easement and right-of-way described in paragraphs 1 and 2 of this Avigation and Hazard Easement includes but is not limited to:
 - a. For the use and benefit of GRANTEE, the public, and their assigns, guests, and invitees, or any and all firms, or corporations operating Aircraft to or from the Airport the easement and continuing right to fly, or cause or permit the flight by any and all persons or aircraft; and
 - b. The Avigation and Hazard 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

- c. The continuing and perpetual right to clear and keep clear the Airspace of any portions of buildings, structures, or improvements, of any and all kinds, and of trees, vegetation, or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees, or any other objects which extend into the Airspace; and
 - d. 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; and
 - e. The right to ingress to, passage within, and egress from said Parcel, solely for the above stated purposes.
4. GRANTOR, on behalf of itself, its successors, and assigns hereby covenants with GRANTEE, its successors and assigns as follows:
- a. GRANTOR for GRANTOR, GRANTOR's heirs, administrators, executors, successors, and assigns, does hereby agree that for and during the life of said Avigation and Hazard Easement and right-of-way, none shall hereafter erect, permit the erection or growth of, or permit or suffer to remain upon GRANTOR's Parcel any building, structure, tree, or other object extending into the Airspace.
 - b. GRANTOR, GRANTOR's successors and assigns, shall not hereafter use or permit or suffer the use of GRANTOR's Parcel 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 to permit any use of GRANTOR's land that causes a discharge of fumes, dust, or smoke which would impair visibility in the vicinity of the Airport or as otherwise to endanger the landing, taking off, or maneuvering of Aircraft.
5. The Avigation and Hazard 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 the Airport, and shall further be deemed in gross, being conveyed to GRANTEE for the benefit of 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 Airport, or in otherwise flying through said Airspace.
6. This grant of Avigation and Hazard Easement shall not operate to deprive GRANTOR, GRANTOR's 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.

7. 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 GRANTOR, and for the purposes of this instrument , the Parcel shall be the servient easement and the Airport shall be the dominant tenement.
8. The Avigation and Hazard Easement, covenants and agreements described herein shall continue in effect until the last to occur of: (1) the Airport shall be officially and legally abandoned, or (2) all of the property currently used as the Airport shall cease to be used for public airport purpose, at which time it shall terminate.

GRANTOR

By: _____

ATTEST:

CITY OF IDAHO FALLS

Kathy Hampton, City Clerk

By: _____
Mayor Rebecca L. Noah Casper, PhD

STATE OF IDAHO)
) ss:
County of Bonneville)

On this _____ day of _____, 20__, before me, the undersigned, a notary public, in and for said State, personally appeared _____, known or identified to me to be the owner of the Parcel identified above and GRANTOR, whose name is subscribed to the within instrument and acknowledged to me that he/she is authorized to execute the same for and on behalf of said owner and GRANTOR.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public of _____
Residing at: _____
My Commission Expires: _____

