

GRANT OF AVIGATION EASEMENTS

THIS GRANT of Avigation Easements made and executed this _____ day of _____, 20____, by _____, a trust formed under the laws of the state of Idaho and registered in the Fourth Judicial District, State of Idaho, County of Ada, as Instrument No. _____ (the GRANTOR) provides a Grant of Avigation Easements, over, upon and across real property to BOISE CITY, a municipal corporation, the GRANTEE.

W I T N E S S E T H:

Section 1. For the purpose of making a Grant of Avigation Easements over, upon and across the property described in Section 2. herein to the GRANTEE, GRANTORS for themselves, their successors and assigns do hereby grant and convey unto GRANTEE, its successors and assigns, and to all persons lawfully using the Boise Air Terminal (Gowen Field), the right and easements to use the air space above GRANTORS' property in accordance with the rules and regulations regulating take off, landing and traffic patterns established and promulgated by the Boise Airport Commission and approved by the Council of the City of Boise City without liability for any necessary, convenient or operational incidental effects thereof whatever as the same may presently or in the future exists, together with the right to GRANTEE, its successors and assigns, and to all persons lawfully using said air terminal, to cause in such air space adjacent to and above the surface of GRANTORS' said property, such noise, vibrations, fumes, dust and fuel particles that may be caused by the operation of aircraft landing at, taking off from, or operating at, from or on said Boise Air Terminal (Gowen Field). The GRANTORS further grant that upon said property (a) no use shall be permitted that causes a discharge into the air of fumes, dust or smoke which will obstruct visibility and adversely affect the operation of aircraft or cause any interference with navigational facilities necessary to airport operations and (b) no development or construction shall be permitted above the height limitations provided by the Boise Air Terminal (Gowen Field) Ordinances.

GRANTOR(S), their successors and assigns, further acknowledge that the easements herein granted contemplate and include all existing and future Boise Air Terminal (Gowen Field) operations in 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, terminal location, or aircraft characteristics at the Boise Air Terminal (Gowen Field).

GRANTOR(S), their successors and assigns, further acknowledge that operation of the Airport may cause noise as well as danger from aircraft accidents or incidents; and that airplane operations will not necessarily include takeoff and or arrival procedures which could have the effect of lessening noise or dangers to the subject property.

GRANTOR(S), their successors and assigns, do hereby fully waive, remise and release any and all right for cause of action which they may now have or which they may have in the future against GRANTEE, its successors and assigns, due to noise, vibrations, fumes, dust and fuel particles that may be caused or may have been caused by the lawful operation of aircraft landing at, or taking off from or operating at, from or on said Boise Air Terminal (Gowen Field).

All rights, easements, releases, benefits and estates granted hereunder shall be covenants running with the land described in Section 2 herein.

Section 2. The property of GRANTORS subject to the Grant of Avigation Easements is described as follows:

The real property description is set forth in Exhibit "A" attached hereto and incorporated herein by this reference. This easement is subject to any matters apparent and visible and also to all matters of record.

Section 3. The GRANTEE, its successors and assigns, shall have and hold this Grant of Avigation Easements subject to the following considerations, covenants and reversions:

(a) GRANTORS are authorized to use and occupy the property herein described, or any portion thereof, for any of the allowed, conditional and accessory uses authorized by the terms, conditions and regulations of the Boise City Zoning Ordinance and the Boise Air Terminal (Gowen Field) Ordinances, and the amendments thereto, upon compliance with the procedures and conditions provided by said ordinances and amendments.

(b) If Boise Air Terminal (Gowen Field) is moved or relocated from its present general site, excluding terminal building and runway alterations or

changes, then this Grant of Avigation Easements shall automatically terminate and revert to the GRANTORS, their successors and assigns, and the easement herein granted shall no longer exist as an easement upon, over and across the property herein described.

(c) Nothing contained herein shall be construed as a waiver by GRANTORS, their successors or assigns, of any right provided by law for redress due to the unlawful and negligent flying over, upon or across the land herein described by aircraft landing at, taking off from, or operating at, from or on the Boise Air Terminal (Gowen Field).

IN WITNESS WHEREOF, the GRANTORS have caused this Grant of Avigation Easements to be executed the day and year first above written.

BY: _____

TITLE: _____

PARCEL #: _____

PROPERTY ADDRESS: _____

or

SUBDIVISION w/Lot and Block #: _____

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared _____ known to me to be the _____ of the Trust that executed the said instrument, and acknowledged to me that such Trust executed the same.

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

Notary Public for: _____

Residing at: _____

My Commission expires: _____

ATTEST:

Airport Director

Please fill in legal description below and attach a copy of a CERTIFIED Warranty Deed.