

## GRANT OF SURFACE AND OVERHEAD AVIGATION EASEMENTS

As a requirement of a land use application for property in the Airport Influence Area, THIS GRANT of Avigation Easements is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, a limited liability partnership, the GRANTOR. 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, GRANTOR for itself, its successors and assigns does hereby grant and convey unto GRANTEE, its successors and assigns, and to all persons lawfully using the Boise Airport (Gowen Field), the following appurtenant rights and benefits for the use and benefit of the public:

The unobstructed use and passage of all types of aircraft in and through the airspace at any height or altitude above the surface of the land.

The right of said aircraft to cause noise, vibrations, fumes, deposits of dust, fuel particles incidental to the normal operation of aircraft, fear, interference with sleep or communication, and any other effect associated with the normal operation of aircraft taking off, landing or operating in the vicinity of the Boise Airport.

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 and commercial aircraft and helicopters used for the purpose of transporting persons or property through the air.

GRANTOR further agrees to keep said property free of the following: (a) structures in violation of the height limitations set by Federal Aviation Regulation (FAR) Part 77, Objects Affecting Navigable Airspace; (b) structures that might create glare or contain lights or reflectors which might interfere with pilot vision or be misleading to pilots; or (c) uses that cause a discharge into the air of fumes, dust or smoke which might obstruct visibility or adversely affect the operation of aircraft or cause any interference with navigational facilities necessary to airport operations.

GRANTOR, its successors and assigns, further acknowledges that the easements herein granted contemplate and include all existing and future Boise Airport 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 Airport.

GRANTOR, its successors and assigns, further acknowledges 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, its successors and assigns, does hereby fully waive damages, claims for damages and causes of action which they may now have or which they may have in the future against GRANTEE, its successors and assigns, due or alleged to be due to noise, vibrations, fumes, dust and fuel particles or any other condition or effect 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 Airport.

Section 2. The property of GRANTOR 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. TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto the GRANTEE, its successors and assigns until and unless the Boise Airport shall be abandoned and shall cease to be used for public airport purposes. It is understood and agreed that all provisions herein shall run with the land and shall be binding upon GRANTOR, its heirs, administrators, executors, successors and assigns until such time that the easement is extinguished.

IN WITNESS WHEREOF, the GRANTOR has 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 IDAHO )  
 ) 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 limited liability partnership that executed said instrument, and acknowledged to me that such partnership executed the same.

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

seal

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Please fill in the legal description below (or attach a copy) and attach a copy of a RECORDED Vesting Deed.