

Recording Requested By and  
When Recorded Return to:

City Clerk  
City of McCall  
216 East Park Street  
McCall, Idaho 83638

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For Recording Purposes Do  
Not Write Above This Line

**MCCALL MUNICIPAL AIRPORT  
SURFACE AND OVERHEAD AVIGATION EASEMENT  
AND RIGHT-OF-WAY**

This Easement and right-of-way is granted to the City of McCall (hereinafter “City”) and all future users of the McCall Municipal Airport (hereinafter “Airport”) for the purposes of flight by EDWARD CLAY SZELIGA (hereinafter “Grantor”) without any duress or coercion. It is supported by good and valuable consideration, the sufficiency of which is acknowledged by Grantor. This Easement shall be effective upon the recording of the Final Plat for the Hiden Valley Subdivision, Valley County CUP No. 21-44. It is permanent and non-exclusive.

Grantor acknowledges that its property is located near a busy Airport which is important both to the City of McCall and users of the Airport. Grantor further acknowledges that the terms and conditions of this Easement are reasonable and are aimed at the continued safe use of the McCall Airport and its users. Accordingly, Grantor, for itself, its assigns and successors in interest grants the following appurtenant rights, conditions and benefits to the City of McCall and to all persons using the Airport without limitation to the time or frequency of use of the Airport:

1. The unobstructed use and passage of all types of aircraft in and through the Airport’s airspace at any height or altitude above the

surface of Grantor's land described in Exhibit A which is attached hereto and is incorporated herein by reference. As used in this Easement, the term "aircraft" means devices designed to transport persons or property through the air including, but not limited to, those which are propelled by jet(s) or propeller, whether civil or military, commercial, public or privately owned. The term "aircraft" also includes sailplanes, gliders, lighter-than-air balloons and helicopters.

2. 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 effects associated with the normal operation of aircraft taking off, landing or operating in the vicinity of the Airport.
3. The right of said aircraft to utilize the Airport or the airspace surrounding it without respect to the frequency of use, the time of day or night, the height above the ground used by said aircraft, the type of aircraft and the proximity of flight near or over Grantor's property burdened by this Easement.

Grantor, on behalf of itself and its assigns and successors in interest, will, as a material part of this Easement provide a copy of this Easement to all of its assigns and successors in interest before the passing of title.

Grantor further expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on Grantor's Property to a height in compliance with Title 14 CFR Part 77, *Safe, Efficient Use and Preservation of the Navigable Airspace*, as amended from time-to-time, and to file with the FAA a Form 7460-1 when required by the United States Code of Federal Regulations.

This Easement and right-of-way additionally grants to Grantee the continuing right to prevent the erection or growth upon Grantor's Property of any building, structure, tree, machine or other object that extends into the airspace above said Property in excess of the heights allowed by the United States Code of Federal Regulations or objects or

structures which create glare, lights or reflectors which might interfere with a pilot's vision.

Grantor expressly agrees for itself, its successors and assigns to prevent any use of Grantor's Property which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an Airport hazard. Such hazards include uses that create electrical interference with navigational signals or radio communication between the Airport and aircraft, make it difficult for pilots to distinguish between Airport lights and other lights, result in glare in the eyes of pilots using the Airport, impair visibility in the vicinity of the Airport, create or build water features or ponds that are bird attractants which may cause bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the Airport.

Grantor and its successors and assigns does hereby fully waive damages, claims for damages and causes of action, including injunctive relief, which they may now have or which they may have in the future against Grantee and the Airport users 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, taking off from or operating at, near or from the Airport.

TO HAVE AND TO HOLD said Easement and right-of-way, and all rights appertaining thereto unto Grantee, its successors and assigns, until McCall Municipal 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 Grantors, their heirs, administrators, executors, successors and assigns until such time that the Easement is extinguished.

NOTICES between the parties may be made by personal delivery or by United States mail, postage pre-paid, registered or certified, with return receipt requested, or by telegram, facsimile transmission or mail-o-gram or by recognized courier delivery (*e.g.* Federal Express, UPS, DHL, etc.) addressed to the parties, as the case may be, at the address set forth below or at such other addresses as the parties may subsequently designate by written notice given in the manner provided in this section. The parties are required to provide any change of address to each other.

Grantee: McCall Municipal Airport  
Attn: Airport Manager  
216 East Park Street  
McCall, Idaho 83638

Copy To: City of McCall  
Attn: City Clerk  
216 East Park Street  
McCall, Idaho 83638

Grantor: EDWARD CLAY SZELIGA  
200 Swiftwater Blvd  
Cle Elum, WA 98922

