



2. It is the desire of Grantor(s) to grant to the San Diego County Regional Airport Authority ("the Authority"), a local governmental entity of regional government organized under the laws of the State of California and possessing jurisdiction extending throughout the County of San Diego, an air and aviation easement, also known as a perpetual air, flight, or noise easement, on, upon, over, across, above the Subject Property, and to all of the airspace above the Subject Property, whereby Grantor(s) relinquishes certain rights relative to the Subject Property, as described in this Avigation Easement;

3. The purpose of this Avigation Easement, and its acceptance by the Authority, includes granting the Authority, its successors and assigns, an avigation easement permitting the unencumbered and unrestricted flight of aircraft to or from San Diego International Airport ("SDIA"), owned and operated by the Authority, without liability to the Authority, to the aircraft operator, or to any other person lawfully operating aircraft to or from SDIA in the navigable airspace of the United States (as defined at 49 U.S.C.S. §40102(a)(30), and as that section of the United States Code (and the referenced regulations) existed on the effective date of this Avigation Easement), and in accordance with relevant regulations of the United States of America and the State of California, pursuant to the authority granted to the Authority by the people and the State of California; and

4. Pursuant to the Comprehensive Land Use Plan (CLUP) for SDIA, as a condition of, and prior to, approval of a permit for the development or improvement of property within the 60 decibel (dB) Community Noise Equivalent Level (CNEL) noise contours or greater, the execution of a grant of Avigation Easement shall be required in favor of the Authority under which SDIA is the dominant tenement. The Avigation Easement shall be recorded in the chain of title in the County Recorder's Office prior to issuance of the permit. The Avigation Easement shall be based upon the 1990 Annual CNEL contours for SDIA plus 2 dB.

5. This Avigation Easement is intended to benefit the Grantor(s), the Subject Property, the Authority, and all users of SDIA, and shall be binding on Grantor(s) and all future owners, occupants and users of the Subject Property.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged:

#### WARRANTIES AND COVENANTS

Grantor(s) warrant(s) and covenant(s) to the Authority that as of the date hereof:

1. Grantor(s) hold(s) the entire fee simple interest in the Subject Property;
2. Grantor(s) shall not convey (his/her/their/its) interest in the Subject Property, or execute, deliver, comply or permit recordation of any interest in the Subject Property, or any lien or encumbrance against the Subject Property (or any interest therein) until the earlier of the following events: (i) this Avigation Easement has been properly executed by Grantor(s), accepted by the Authority, and recorded by the San Diego County Recorder; or (ii) thirty (30) days have elapsed after Grantor(s) have delivered this Avigation Easement to the Authority, properly and fully executed and notarized, a complete and accurate application form, and true and correct copies of all associated documents identified in the instructions provided to Grantor(s) with this form of Avigation Easement.
3. If the person(s) executing this Avigation Easement is other than the Grantor(s), the person(s) executing this Avigation Easement, or his or her attorney, has represented in documentation separate from this grant, to the Authority that the person(s) is duly and lawfully authorized by Grantor(s) to relinquish certain rights relative to the Subject Property, as described in this Avigation Easement.

## GRANT OF AVIGATION EASEMENT

4. Grantor(s), individually and for the heirs, administrators, executors, tenants, guests, agents, successors, assigns, and other persons using the Subject Property with the implied or express consent of Grantor(s), hereby grant(s), convey(s) and assign(s) to the Authority, its successors and assigns, a perpetual non-exclusive avigation easement for the purposes of aircraft operations, aircraft sound and noise, aircraft avigation and flight, hazard and airspace in, to, over and through all airspace above the Subject Property, as well as the imposition in, on, over and upon the Subject Property of noise, vibration, fumes, fuel particles, dust, discomfort or other environmental effects incident to such aircraft operations and any and all resulting annoyance, inconvenience, or other interference with the use and enjoyment of the Subject Property and any consequent reduction in market value, all due to the operation of aircraft to and/or from SDIA. For purposes of this Avigation Easement, the term "aircraft" shall mean any contrivance now known or hereafter invented, used or designed for navigation or flight in the air.

5. This Avigation Easement is for the use of such airspace by any aircraft during operations at, on, to or from SDIA, present or future, in whatever form or type, including any future change to or increase in the SDIA's boundaries and/or in the volume or pattern of aircraft traffic or aircraft noise, by all existing or future types of aircraft, up to and including a full calendar year Community Noise Equivalent Level (CNEL). Airspace is in the \_\_\_\_\_ dB CNEL. This is based on the 1990 Annual CNEL Contours for SDIA, plus 2 dB, including the imposition on the surface of the Subject Property and on any and all structures on the Subject Property of such noise, vibration, fumes, fuel particles and other particulate matter, dust, discomfort or other environmental effects incident to such aircraft operations and any and all resulting annoyance, inconvenience, or other interference with the use and enjoyment of the Subject Property and any consequent reduction in market value.

6. It is expressly intended by Grantor(s) and the Authority that this Avigation Easement shall not supersede or impair any existing prescriptive, avigation, or other easements, rights, or interests of the Authority, or its predecessor in interest, in or applicable to the Subject Property, all of which easements, rights, interests, and any remedies related thereto are expressly reserved by the Authority.

7. In furtherance of this Avigation Easement, and rights herein granted, Grantor(s), and the heirs, agents, successors, and assigns of Grantor(s), hereby covenant at all times hereafter, that it/they will not take any action, cause or allow any electronic or other transmissions or emissions, or construct or grow any obstruction on the Subject Property which would conflict or interfere with or infringe on the Authority's rights herein granted.

8. Subject to the provisions set forth above in paragraph number 5, the rights, easements, benefits, restrictions, covenants and agreements granted herein, including this Avigation Easement, shall continue notwithstanding any increase or other change in the boundaries, volume of operations, noise, or pattern of air traffic at SDIA.. This Avigation Easement may not be modified, amended, terminated, or abandoned except by execution and delivery of an instrument executed and acknowledged by the Authority, or its agents, successors, and assigns, and Grantor(s) agree(s) that, in the absence of such an instrument, no conduct by the Authority, or its agents, successors and assigns, or increase, diminution, or change in use of this Avigation Easement, shall constitute an overburdening of this Avigation Easement or a termination or abandonment of this Avigation Easement.

9. The parties to this Avigation Easement acknowledge and agree that the easement, and all the rights, easements, benefits, restrictions, covenants and agreements set forth herein shall run with the land of the Grantor(s) and the Airport Authority, and any grantee, heir, agent, successor or assign of the Grantor(s) who acquires any estate or interest in or right to use the Subject Property shall be bound by this Avigation Easement for the benefit of SDIA and the Airport Authority, and its

agents, successors and assigns, including, without limitation, the tenants and licensees of the Airport Authority, and all users of SDIA.

10. Grantor(s), and the grantees, heirs, agents, successors, and assigns of Grantor(s), hereby fully waive and forever release, and covenant not to assert or bring any right or cause of action, which it or they might now have, or which it or they may have in the future, against the Airport Authority, its agents, successors, and assigns, or against the tenants, permittees, licensees, or users of SDIA, caused by or relating to the use of this Avigation Easement or the exercise of rights under this Avigation Easement.

11. This Avigation Easement constitutes an enforceable restriction pursuant to the provisions of California law, including, but not limited to, Section 21652 of the California Public Utilities Code, and shall bind Grantor(s), and the heirs, agents, successors and assigns of Grantor(s), and each and all of them, and shall be appurtenant to, and for the benefit of the real property commonly known as SDIA, which is more particularly described in Exhibit "A," attached hereto.

12. In the event that any one or more covenant, condition, right or other provision contained in this Avigation Easement is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Avigation Easement and shall in no way affect, impair, or invalidate any other covenant, condition, right or other provision contained in this Avigation Easement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

GRANTOR(S):

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_  
(Title)

**(Grantor Acknowledgement)**

**ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**CERTIFICATE OF ACCEPTANCE**

In accordance with Section 27281 of the California Government Code, this is to certify that the interest in real property conveyed by this Grant of Avigation Easement, dated

\_\_\_\_\_ From: \_\_\_\_\_  
*(Month, Day, Year)* *(Grantor Name(s))*

to the SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, a local government entity of regional government, with jurisdiction extending throughout the County of San Diego, is hereby accepted by the undersigned officer on behalf of the San Diego County Regional Airport Authority, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

Approved as to form:

SAN DIEGO COUNTY REGIONAL  
AIRPORT AUTHORITY

By: \_\_\_\_\_  
*(Signature)*

By: \_\_\_\_\_  
*(Signature)*

Office of General Counsel

Name:  
Title:

(FOR USE BY SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY)

## ACKNOWLEDGMENT

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT "A"**

**(To be replaced with signed copy)**

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
SAN DIEGO INTERNATIONAL AIRPORT**

**LEGAL DESCRIPTION**

That land described in Parcels "1", "2", and "3" as follows:

Parcel "1":

Those portions of those lands conveyed to the San Diego Unified Port District by that certain Act of Legislature of the State of California pursuant to Chapter 67, Statutes of 1962, First Extraordinary Session, as amended, and delineated on that certain Miscellaneous Map No. 564, filed in the Office of the San Diego County Recorder May 28, 1976 as File No. 76-164686 in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

That land described in "Abstract of Lease San Diego Port District to San Diego County Regional Airport Authority of Property Located at 3225-3707 North Harbor Drive San Diego California," per Document filed in the Office of the San Diego County Recorder January 6, 2003 as File No. 2003-0011593 of Official Records;

TOGETHER WITH:

Parcel "2":

Those portions of those lands conveyed to the San Diego Unified Port District by that certain Act of Legislature of the State of California pursuant to Chapter 67, Statutes of 1962, First Extraordinary Session, as amended, and delineated on that certain Miscellaneous Map No. 564, filed in the Office of the San Diego County Recorder May 28, 1976 as File No. 76-164686 in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

That land described in "Abstract of Lease San Diego Port District to San Diego County Regional Airport Authority of Property Located on the Westerly Side of Pacific Highway Between the Prolongation of Washington Street and the Prolongation of Quince Street San Diego, California," per Document filed in the Office of the San Diego County Recorder January 6, 2003 as File No. 2003-0011736 of Official Records;

TOGETHER WITH:

Parcel "3":

That portion of that 231.21 acre tract of land in Warranty Deed from San Diego Securities Company dated June 4, 1917 filed in the Office of the San Diego County Recorder June 9, 1917 in Book 740 at Page 61 of Deeds, and that portion of that 180.34 acre tract of land acquired by Deed from the City of San Diego dated December 1, 1916 filed in the Office of the San Diego County Recorder September 5, 1917 in Book 739 at page 307 of Deeds in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

That land described in "Lease with United States of America Commander, Naval Facilities Engineering Command Document No. 6060," per Document filed in the Office of the San Diego County Recorder July 18, 2002 as File No. 2002-0605027 of Official Records.

Prepared By:  
Nolte Associates, Inc.

Paul G. Robotta, L.S. 5334    Date



## CERTIFICATION OF TRUST

The undersigned, who are all the currently acting Trustees of the Trust described below, certify that:

1. There is in existence at this time a Trust known as the (name of trust):

\_\_\_\_\_ Trust, dated \_\_\_\_\_,  
which was executed on \_\_\_\_\_ (the "Trust").

2. The Settlers of the Trust are \_\_\_\_\_ and

\_\_\_\_\_.

The Settlers are currently acting as Co-Trustees of the Trust.

3. The Trustees have the power to create easements.

4. The Trust is revocable by \_\_\_\_\_. No other person has any power to revoke the Trust.

5. The signature of both the Co-Trustees is required in order to exercise the various Powers of the Trustee.

6. Title to Trust assets should be taken as follows:

"(Name) \_\_\_\_\_ and  
(Name) \_\_\_\_\_,  
as Trustees of the (name of trust): \_\_\_\_\_  
Trust dated \_\_\_\_\_."

7. The Trust has not been revoked, modified or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.



Signature