

GRANT OF AVIGATION EASEMENT INSTRUCTIONS

1. Use the form of Grant of Avigation Easement provided by the Airport Authority. It is recommended that you fill in the blanks in the easement by **typing** the information. The form is available at www.san.org/aluc (Handwritten Easement documents may not be accepted for recordation by the San Diego County Recorder's Office. Rejection of the Easement for recordation may require a new Easement to be prepared by the property owner.)
2. Fill out Section IV. Signature Page in its entirety. If the property is owned by more than one individual, **all** individuals must execute the Grant of Avigation Easement. If the owner is a business entity, the signer's title must be provided. The Grant of Avigation Easement **must be notarized**. If you need assistance with a Notary, please contact the Airport Authority using the info below, one may be made available to you at no cost.
3. Submit the completed, signed, and notarized easement along with **all** of the following items:
 - A. A preliminary title report dated no more than 60 days prior to submission of the Grant of Avigation Easement to the Airport Authority.
 - B. If the owner is a partnership, a copy of the partnership agreement.
 - C. If the owner is a corporation, a corporate resolution authorizing the execution of the easement by the person signing.
 - D. If the owner is a trust, an executed declaration by the trustee's attorney that the trustee is authorized to execute the Grant of Avigation Easement. The form of declaration to be used is attached.
 - E. A business card or other document with the name, phone number, email, and address of the property owner's contact person concerning the easement.
4. **Please allow up to 30 calendar days for Airport Authority response.**
5. Avigation Easement submittals, and questions concerning them, should be directed to:
San Diego County Regional Airport Authority
Planning, Noise, & Environmental Department
Attn. Garret Hollarn
P.O. Box 82776
San Diego, CA 92138-2776
619-400-2788
ALUCapp@san.org

If you'd like for staff to make a preliminary review of the easement, please scan a copy of the easement and supporting documentation and submit it via email. Staff will review and respond back ASAP.

SAN DIEGO COUNTY REGIONAL
AIRPORT AUTHORITY

Office of Airport Authority Clerk
San Diego County Regional Airport Authority
PO Box 82776
San Diego, CA 92138-2776

GRANT OF AVIGATION EASEMENT

Exempt from Filing Fees – Government Code Section 26857
Documentary Transfer Tax = \$0.00

ASSESSOR PARCEL NUMBER(s) (APN): _____

1.

(provide complete legal name of all owners of record of the subject property)

(state identity of the property owner – Examples: single man/woman, husband and wife, a corporation, etc.)

("Grantor(s)"), is (are) the owner(s), as

(designate how title to property is held - e.g., sole owner, joint tenants, community property, etc.)

of the fee simple estate in and to that certain real property situated in the County of San Diego, State of California, commonly described as

(provide street address and zip code of subject property)

and more particularly described as follows (“the Subject Property”):

(provide the complete legal description and assessor parcel number of subject property)

2. It is the desire of Grantor(s), for itself, its heirs, administrators, executors, successors, assigns, tenants, guests, and other persons in or using the Subject Property with the implied or express consent of Grantor(s), to grant to the San Diego County Regional Airport Authority (SDCRAA or "Authority"), a local governmental entity of regional government organized under the laws of the State of California and possessing jurisdiction extending throughout San Diego County, 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 (as hereinafter defined) above the Subject Property, whereby Grantor(s) relinquishes certain rights relative to the Subject Property, as described in this Grant of Aviation Easement ("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 imposition of noise, vibration, discomfort, inconvenience, interference with use and enjoyment and any consequent reduction in value all due or caused by the operation 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 45 U.S.C. §40102(a)(32), 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.

4. Pursuant to the 2025 Airport Land Use Compatibility Plan ("ALUCP") for SDIA, as a condition of, and prior to, approval of a permit for the development or improvement of the Subject Property, the execution of this Avigation Easement shall be required in favor of the Authority under which SDIA is the dominant tenement when the Subject Property meets any of the following:

- Is located within the 65 decibel (dB) Community Noise Equivalent Level (CNEL) noise contours or greater and has been designated by the ALUCP to require an avigation easement;
- Is located on a site where the ground level penetrates a CFR Part 77 airspace surface; or
- Includes structures or vegetation exceeding obstruction standards of CFR Part 77.

5. The determination of whether the Subject Property falls within the 65 dB CNEL contour or greater shall be based upon the 2050 CNEL contours for the 2025 SDIA ALUCP.

6. The Avigation Easement shall be recorded in the chain of title in the County Recorder's Office prior to issuance of a permit for development or improvement of the Subject Property.

7. 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, its heirs, administrators, executors, successors, assigns, tenants, guests, invitees, licensees, permittee, and other persons in or using the Subject Property with the implied or express consent of the Grantor(s).

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

II. 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, and at the time of executing this Avigation Easement, Grantor(s) has/have full ownership rights and powers to convey this Avigation Easement free and clear from other grants, bargains, sales, liens, taxes, assessments, and encumbrances of whatever kind or nature.

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) has/have delivered this Avigation Easement to the Authority, properly and fully executed and notarized.

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/have represented to the Authority in documentation separate from this grant, that the person(s) is duly and lawfully authorized by Grantor(s) to execute this Avigation Easement on behalf of Grantor(s).

III. GRANT OF AVIGATION EASEMENT

1. In consideration and incorporation into this Avigation Easement of the I. Recitals, II. Warranties and Covenants set forth herein, Grantor(s), individually and for his/her/their/its heirs, administrators, executors, tenants, guests, agents successors, assigns, and other persons in or 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 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, including landing, taking off from, taxiing, maintenance, or other aircraft related facility operations at or on 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.

2. This Avigation Easement is for the use of such airspace by any aircraft, present or future, in whatever form or type, during operations at, on, to, or from SDIA, including any future change to or increase in 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 the 2025 SDIA ALUCP 2050 CNEL Contours plus 3.0 dB CNEL, 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, dust, discomfort or other environmental effects incident to such aircraft operations and any and all resulting annoyance, nuisance, inconvenience, taking of or damage to the Subject Property, or any portion of the Subject Property, or other interference with the use and enjoyment of the Subject Property and any consequent reduction in market value. This Avigation Easement shall continue notwithstanding any future changes or increases in the type, volume, frequency, duration, or location of operations to, from or at SDIA. The Subject Property is within the _____ dB CNEL contour of the 2025 SDIA ALUCP 2050 CNEL Contours.

3. Grantee will not be deemed to have exceeded the allowable level of imposition of noise, applicable to the Subject Property, identified in Section III.2., unless that level is shown to have been exceeded by the subsequently adopted SDIA ALUCP CNEL Contours.

4. It is expressly intended by the Grantor(s) and the Authority that this Avigation Easement shall not supersede or impair any existing prescriptive, avigation, or other easements, rights or interest 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.

5. 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.

6. Subject to the provisions set forth above in Section III.2., 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) agrees(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 and overburdening of this Avigation Easement or a termination or abandonment of this Avigation Easement.

7. This Avigation Easement also includes all things that may be alleged to be incident to or resulting from the use and enjoyment of this Avigation Easement, including, but not limited to, the Authority's continuing right to prevent, prohibit, clear, and keep clear from the airspace above the Subject Property any buildings, portions of buildings, structures or improvements of any kind, and of trees, vegetation, or other objects that may cause interference with aircraft navigation and/or operations at SDIA, including the right to remove or demolish those portions of such.

8. 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 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 Authority, and its agents, successors and assigns, including without limitation, the tenants and licensees of the Authority, and all users of SDIA. This Avigation Easement and all rights pertaining hereto is hereby vested in the Authority, its successors and assigns, forever and without limit in time, and shall be binding upon the successors and assigns of Grantor(s).

9. 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 San Diego International Airport ("SDIA"), which is governed by the Authority.

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 Authority, its agents, successors and assigns caused by or relating to the use of this Avigation Easement or the exercise or rights under this Avigation Easement. The release and covenant include, but is not limited to claims (known and unknown) for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with the use and enjoyment of property, nuisance, or inverse condemnation, or for injunctive or other extraordinary or equitable relief. Grantor(s) agree(s) that Grantee shall not have any duty to avoid or mitigate the damages.

11. No violation or breach of any provision of this Avigation Easement may be waived unless in writing. Waiver of one breach of any provision of this Avigation Easement shall not be deemed to be a waiver of any other breach of any provision of this Avigation Easement.

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.

[Signature Page to follow]

IV. SIGNATURE(S)

GRANTOR:

GRANTOR:

Dated _____, 20____

Dated _____, 20____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

If Grantor is a business entity, print Title & Company:

If Grantor is a business entity, print Title & Company:

By my signature above, I, hereby certify under penalty of perjury under the laws of the State of California, that I am an officer or employee of the organization with authority to bind and obligate the organization.

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Notary Acknowledgement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____, 20____, before me, _____, Notary Public, 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: _____

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

_____ (Month, Day, Year) _____ (Grantor Name(s))

to the SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, a local governmental entity of regional government, is hereby accepted by the undersigned officer on behalf of the Board of the San Diego County Regional Airport Authority pursuant to authority conferred by Resolution No. 03-011 of said Authority Board adopted March 6, 2003, and the Grantee consents to recordation hereof by its duly authorized officer.

Dated this _____ day of _____, 20_____.

Approved as to form: San Diego County Regional Airport Authority

By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____

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):
_____,
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:
" _____ and
_____, as Trustees of
the _____ 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.

Dated: _____, 20____ _____ Trustee
(signature)

(signature) Trustee

Notary Acknowledgement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____, 20____, before me, _____, Notary Public, 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: _____