

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**FROM:** County Counsel

**SUBMITTAL DATE:** October 30, 2003

**SUBJECT:** Avigation Easement/Page Plaza Partners, LLC

**RECOMMENDED MOTION:** That the Board accept an Avigation Easement from Page Plaza Partners, LLC, for land near the Hemet/Ryan Airport.

**BACKGROUND:** The Riverside County Airport Land Use Commission recommends avigational easements on certain lands influenced by the Hemet Ryan Airport.

The Avigation Easement ensures the County, as airport owner and operator, that the Grantor of the Easement will not permit any obstructions or device to impair the operations of aircraft to maneuver through the area and allows the County to mark or light obstructions to air navigation which would be located on the Grantor's property.

Also, the Avigation Easement grants the County release of any cause of action due to noise, sound, or other air quality changes which may be caused by operation of aircraft in the area.

County Counsel

**FINANCIAL DATA:**

<b>CURRENT YEAR COST:</b>	\$	<b>ANNUAL COST:</b>	\$
<b>NET COUNTY COST:</b>	\$	<b>IN CURRENT YEAR BUDGET:</b>	\$
		<b>BUDGET ADJUSTMENT:</b>	\$

**SOURCE OF FUNDS:**

**C.E.O. RECOMMENDATION:**

County Executive Office Signature

Policy

Consent

Department Recommendation:  
Per Executive Office:

Prev. Agn. ref.

Dist. **3**

AGENDA NO.

**3.25**

1 AVIGATION EASEMENT

2  
3 WHEREAS, Page Plaza Partners, LLC., herein called Grantor, is the owner in fee of that  
4 certain parcel of land situated in the County of Riverside, State of California, more particularly described  
as: APN's 460-150-006, 460-150-008 and 460-150-009, herein called the Servient Tenement, and;

5 WHEREAS, Page Plaza Partners, LLC is proposing a project on the identified property  
6 wherein, the FAA, in a letter drafted September 29, 2003, has found the project is not hazardous to air  
navigation, and;

7 WHEREAS, the Riverside County Airport Land Use Commission ("ALUC") has found,  
8 on March 15, 2001, the project consistent with the Hemet/Ryan Comprehensive Land Use Plan ("CLUP")  
and;

9 WHEREAS, the City of Hemet has approved the project subject to Grantor providing an  
10 avigation easement to the County of Riverside.

11 NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is  
12 hereby acknowledged, Grantor, for itself, its heirs, administrators, executors, successors and assigns, does  
13 hereby grant and convey unto the County of Riverside, California, herein called Grantee, its successors,  
14 assigns, lessees, sublessees, licensees and invitees, for the use and benefit of the public, an easement and  
15 right-of way, appurtenant to the Hemet Ryan Airport, herein called Dominant Tenement, an avigation  
16 easement.

17 For the free and unobstructed passage of all aircraft ("aircraft" being defined for the  
18 purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for  
19 navigation of or flight in the air), by whomsoever owned and operated, in the airspace over, through,  
20 across and adjacent to the Servient Tenement,

21 Together with the right to cause or allow in all the airspace above the surface of the  
22 Servient Tenement such noise, sound or shock waves, vibrations, odors, fumes, dust, fuel particles,  
23 smoke, light, thermal waves, air quality changes and other results transmitted from the operation of  
24 aircraft of all types now known or hereafter designed and used for navigation of or flight in the air, by  
25 reason of any use ancillary or incidental to the operation of the Dominant Tenement and by reason of any  
26 operational incidental effects thereof including such as may occur in and from take-off, landing and  
27 approach patterns into and from the Dominant Tenement.

28 To have and to hold said easement and right-of-way and all rights appertaining thereto  
unto Grantee, its successors, assigns, lessees, sublessees, licensees and invitees, until the Dominant  
Tenement shall be abandoned and shall cease to be used for public airport purposes, it being understood  
and agreed that these covenants and agreements shall run with the land.

Grantor, for itself, its heirs, administrators, executors, successors and assigns, does hereby  
waive, remise and release any right or cause of action which it may now have or which it may have in the  
future against Grantee, its successors and assigns, due to such noise, sound or shock waves, vibrations,  
odors, fumes, dust, fuel particles, smoke, light, thermal waves, air quality changes and other results in said  
airspace that may be caused or may have been caused by the operation of aircraft of all types now known  
or hereafter designed and used for navigation of or flight in the air, by reason of any use ancillary or  
incidental to the operation of the Dominant Tenement and by reason of any operational incidental effects  
thereof including such as may occur in and from take-off, landing and approach patterns into and from the  
Dominant Tenement. Said waiver and release shall include, but shall not be limited to, claims, known or  
unknown, for damages for physical or emotional injuries, discomfort, inconvenience, property damage,  
death, interference with use and enjoyment of property, diminution of property values, nuisance or inverse

1 condemnation or for injunctive or other extraordinary or equitable relief. Grantor, for itself, its heirs,  
2 administrators, executors, successors and assigns, agrees that Grantee shall have no duty to avoid or  
mitigate such damages by, without limitation, setting aside or condemning buffer lands, rerouting air  
3 traffic, erecting sound or other barriers, establishing curfews, noise or other regulations.

4 Grantor, for itself, its heirs, administrators, executors, successors and assigns, agrees not to  
construct or permit the construction or growth of any structure, tree or other object that obstructs or  
5 interfaces with the use of the rights herein granted or that creates electrical interference with radio  
communication between any installation within said airport and aircraft, or to cause difficulty for pilots to  
6 distinguish between airport lights and other lights, or to impair visibility in the vicinity of said airport, or  
to otherwise endanger the landing, take-off or maneuvering of aircraft. Grantor, for itself, its heirs,  
7 administrators, executors, successors and assigns, agrees that Grantee shall have the right to mark and  
light as obstructions to air navigation any such building, structure, tree or other object now upon, or that  
8 in the future may be upon the Servient Tenement, together with the right of ingress to, egress from and  
passage over and within the Servient Tenement for the purpose of accomplishing such marking and  
lighting.

9  
10 This grant of easement shall not operate to deprive Grantor, its heirs, administrators,  
executors, successors and assigns, of any rights which it may from time to time have against any air  
11 carrier or private operator for negligent or unlawful operation of aircraft.

12 Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2003. \_\_\_\_

13 GRANTOR

14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 STATE OF CALIFORNIA )  
18 ) ss.  
19 COUNTY OF RIVERSIDE )

20 On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State,  
personally appeared \_\_\_\_\_,  
21 \_\_\_\_\_, personally known to me to be the person who executed this  
instrument and acknowledged to me that (s)he executed the same.

22 WITNESS my hand and official seal.

23  
24 \_\_\_\_\_  
NAME (Typed or Printed)

25 (notarial seal)

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