

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Insert Mailing Address

RECORDER: EXEMPT

This instrument is for the benefit of the County of San Bernardino and is entitled to be recorded without fee. (Govt. 6103)

APN: **Insert Assessor's Parcel Number(s) Here**

Above Space for Recorder's Use

GRANT OF AVIGATION EASEMENT

Insert Entity Name Here (“Grantor”) is the fee owner of that certain real property situated in the City of **Insert City Name Here**, County of San Bernardino, State of California, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (“**Servient Property**”).

NOW THEREFORE, for and in consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor, for itself, its heirs, administrators, executors, successors and assigns, hereby grants and conveys to the **COUNTY OF SAN BERNARDINO**, a body corporate and politic of the State of California and its successors and assigns (“**Grantee**”) an avigation easement and right of way over, above across, and upon the Servient Property, appurtenant to the **Insert Airport Name Here** (“**Airport**”) located in the City of **Insert City Name Here**, County of San Bernardino, California (“**Dominant Property**”) for the use and benefit of the public and any lessee, sublessee, licensee, and invitee of the Airport (“**Grantee Parties**”).

This Grant of Avigation Easement is for the purpose of the free and unobstructed use and passage of all aircraft in and through the airspace at all times and at any height or altitude over and above the surface of the Servient Property, provided that such use and passage of aircraft is in compliance with local and federal laws and regulations related thereto. As used herein, the term “aircraft” shall mean any and all types of aircraft or contrivance for navigation of or flight by air, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet, propeller-driven, civil, military or commercial aircraft; helicopters, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

The right of use and passage of all aircraft is granted together with the right to cause in said airspace such noise, sound or shock waves, radio transmissions, vibrations, odors, fumes, dust, fuel particles, smoke, light, thermal waves, air quality changes, and other similar results transmitted from the operation of aircraft in such airspace and by reason of any operational incidental effects thereof including, but not limited to, such as may occur in and from take-off, landing, and approach patterns into and from the Dominant Property, provided that such use is in compliance with local and federal laws and regulations related thereto.

This Grant of Avigation Easement and all rights appertaining thereto shall terminate on the date the Dominant Property is abandoned and ceases to be used for public airport purposes, it being understood and agreed that, until such termination, the covenants and agreements herein shall run with the land and be binding on the Grantor and its heirs, administrators, executors, successors and assigns.

Grantor, for itself, its heirs, administrators, executors, successors and assigns, hereby waives, remises and releases any and all rights, claims, and causes of action which it may now have or which it may

have in the future against Grantee or Grantee's Parties due to the use and passage of aircraft in and through the airspace over the Servient Property and any noise, sound or shock waves, radio transmissions, vibrations, odors, fumes, dust, fuel particles, smoke, light, thermal waves, air quality changes, and other similar results in said airspace that may be caused or may have been caused by the operation of aircraft in such airspace and by reason of any operational incidental effects thereof including but not limited to such as may occur in and from take-off, landing and approach patterns into and from the Dominant Property, provided that such use and passage is in compliance with local and federal laws and regulations related thereto. Said waiver, remise, and release shall include, but shall not be limited to, claims, known or unknown, for damages for physical or emotional injuries to persons, animals, or any other living thing, discomfort, inconvenience, interference with sleep or communication//electronic/audio/visual devices, property damage, death of persons, animals, or other living things, interference with use and enjoyment of property, diminution of property values, nuisance, trespass, taking, or inverse condemnation or for injunctive or other extraordinary or equitable relief. Grantor, for itself, its heirs, 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 traffic, erecting sound or other barriers, establishing curfews, noise or other regulations.

Grantor, for itself its heirs, administrators, executors, successors and assigns, agrees not to construct, install, alter, maintain, or grow or permit the construction, installation, alteration, maintenance or growth of (whether permanent or temporary) of any building, structure, improvement, tree, vegetation, or other object on the surface of the Servient Property that obstructs or interferes with the rights herein granted, or that creates electrical or electronic interference with radio or other communication or radar operations to and from any aircraft and the Airport, or that causes difficulty for pilots to distinguish between airport lights and other lights, or that impairs visibility in the vicinity of the Airport, or that otherwise endangers the landing, take-off or maneuvering of aircraft. Grantor, for itself, its heirs, administrators, executors, successors and assigns, agrees that Grantee shall have the right to mark and/or light, as obstructions to air navigation, or require or cause such marking and/or lighting of any such building, structure, improvement, tree, vegetation, or other object now upon, or that in the future may be upon, the Servient Property if such building, structure, improvement, tree, vegetation, or other object violates or will violate the rights granted herein, together with the right of entry to the Servient Property along with ingress to, egress from and passage over and within the Servient Property for the purpose of accomplishing such marking and/or lighting. Grantor, for itself its heirs, administrators, executors, successors and assigns, further agrees not to permit any places of public assembly or gatherings on the Servient Property (i.e. churches, schools, day care facilities, hospitals, restaurants, stadiums, and office buildings).

Executed this **Insert Date** day of **Insert Month**, 20__

GRANTOR:

Entity Name

Entity Type

By: _____

Name: _____

Its: _____

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 CALIFORNIA)

COUNTY OF SAN BERNARDINO)

ss.

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

EXHIBIT A
THE SERVIENT PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF **Insert City Name**
Here, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS
FOLLOWS: