

Avigation Easement Instructions

Based on the project location, you will need to complete the Avigation Easement process.

- 1.) Provide Legal Description: Include a legal description labeled Exhibit "A" that includes the tract number, lot number and APN.
- 2.) Plot the project location on the map provided within the easement labeled Exhibit "B."
- 3.) Execute Avigation Easement (**ALL PAGES MUST BE PRINTED IN BLACK INK.**)
 - A.) Sign and notarize signatures of grantor(s)
 - B.) Fill out the Notary Clarity form and submit with the easement.
- 4.) Hand deliver or mail the executed Avigation Easement to the March Joint Powers Authority (March JPA) for review and signature by the March JPA Chief Executive Officer. Please send your transmittal enclosed with the easement when mailing, this information will be needed to return any recorded easement to you when the process is complete.

**March Joint Powers Authority
Avigation Easement Processing
17405 Heacock Street
Moreno Valley, CA 92551**

- 5.) The March JPA will mail the easement to the Riverside County Recorder's office.
- 6.) Recordation takes approximately 6-8 weeks for March JPA to receive the original document.
- 7.) The March JPA will mail a copy of the original document to you. Please be sure the March JPA office has the address where the copy of the recorded document should be mailed and/or emailed.

**Please direct questions to:
Cindy Camargo (951) 656-7000 or
camargo@marchjpa.com**

* Please note that this page is NOT recorded.

When recorded mail to:

March Inland Port Airport Authority
Authority Secretary's Office
17405 Heacock Street
Moreno Valley, CA 92551

This instrument is for the benefit of the
March Inland Port Airport Authority
and is entitled to be recorded without fee
(Government Code Section 27383).

FOR RECORDER'S OFFICE USE ONLY

Project:

APN:

**Avigation Easement
(March Air Reserve Base and March Inland Port)**

WHEREAS _____, hereinafter
Called the "Grantor," is/are the owner(s) in fee of that certain real property as described in Exhibit "A"
and depicted in Exhibit "B" attached hereto and incorporated herein by this reference, located in the City
of _____, County of Riverside, State of California, hereinafter called "Grantor's
Property" and

WHEREAS Grantor's property is located within the Air Installation Compatible Use Zone (AICUZ) for
March Air Reserve Base (March ARB) and the Airport Land Use Plan for March Inland Port, ("March
Airfield"), in the City of _____, State of California that is operated as a joint use airport
facility for both military operations and civilian uses (passenger and/or cargo air traffic), and within the
airport influence area for aircraft operating from said March Airfield; and

WHEREAS the Grantor has sought approval from the [City/County] of _____ for the
development of Grantor's property by the project above-referenced; and

WHEREAS the [City/County] of _____ has conditioned the approval of such project by
requiring the granting of an avigation easement to the March Inland Port Airport Authority (MIPAA) over
the property of the Grantor; and

WHEREAS, Section 21652 of the Public Utilities Code authorizes the MIPAA to acquire an avigation
easement in such airspace above the surface of property where necessary to permit imposition upon such
property of excessive noise, vibration, discomfort, inconvenience, interference with use and enjoyment,
and any consequent reduction in market value, due to the operation of aircraft to and from the March
Airfield;

March Inland Port Airport Authority
Avigation Easement

NOW, THEREFORE FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor does hereby grant to the MIPAA, a California Airport Authority, its successors, assigns, lessees, sub lessees, licensees and invitees, (herein after referred to as "Grantee"), for the use and benefit of the public, including, but not limited to the United States Air Force, a perpetual easement and right of flight for the passage of aircraft, military and civilian, by whomsoever owned and operated in the airspace above the surface of the property of the Grantor as described in said Exhibit "A", together with the right to cause in said airspace such noise, sound or shock waves, vibrations, dust, smoke, light, odors, fumes, thermal waves, fuel particles, air quality changes, and any other related condition that may be inherent in the operation of aircraft, (hereinafter called "aircraft operation effects"). "Aircraft" is defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed for navigation of or flight in the air.

Grantor hereby acknowledges that March Airfield is an operating joint use airport facility subject to increases in the intensity of use and operation, including present and future aircraft operation effects, and Grantor hereby fully waives, remises and releases any right or cause of action which Grantor may now or in the future have against Grantee, its successors, assigns, lessees, sub lessees, licensees and invitees, due to such aircraft operation effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or near the site of said March Airfield. Said waiver and release shall include, but not be limited to, claims known or unknown for damages for physical or emotional injuries, discomfort, inconvenience, property damage, interference with use and enjoyment of property, diminution of property values, nuisance or inverse condemnation or for injunctive or other extraordinary or equitable relief.

Grantor agrees not to construct or permit the construction or growth of any structure, tree or other object that obstructs or interferes with the use of rights herein granted or that creates interference with communication between any installation at March Airfield and aircraft, or to cause difficulty for pilots to distinguish between airport lights and other lights or impair visibility in the vicinity of March Airfield, or to otherwise endanger the landing, take-off, or maneuvering of aircraft on or at said March Airfield.

Grantor 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 in the future may be placed upon Grantor's property, together with the right of ingress to, egress from and passage over and within Grantor's Property for the purpose of accomplishing such marking and lighting.

The foregoing grant of easement shall not be considered as otherwise prohibiting the use of Grantor's property for any lawful purpose below minimum flight altitudes for aircraft presently authorized or hereafter authorized by the appropriate federal or state authority, provided all applicable federal, state and local regulations pertaining to height restriction are adhered to.

IT IS UNDERSTOOD AND AGREED that this easement and the rights and restrictions herein created shall run with the land and shall be binding upon the Grantor and the heirs, administrative, executors, successors, and assigns of Grantor.

Date: _____

ACKNOWLEDGMENT

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 _____

On _____ before me, _____,
(here 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)



PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951)486-7000

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NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: _____

Commission No. _____

Place of Execution: _____

Date Commission Expires: _____

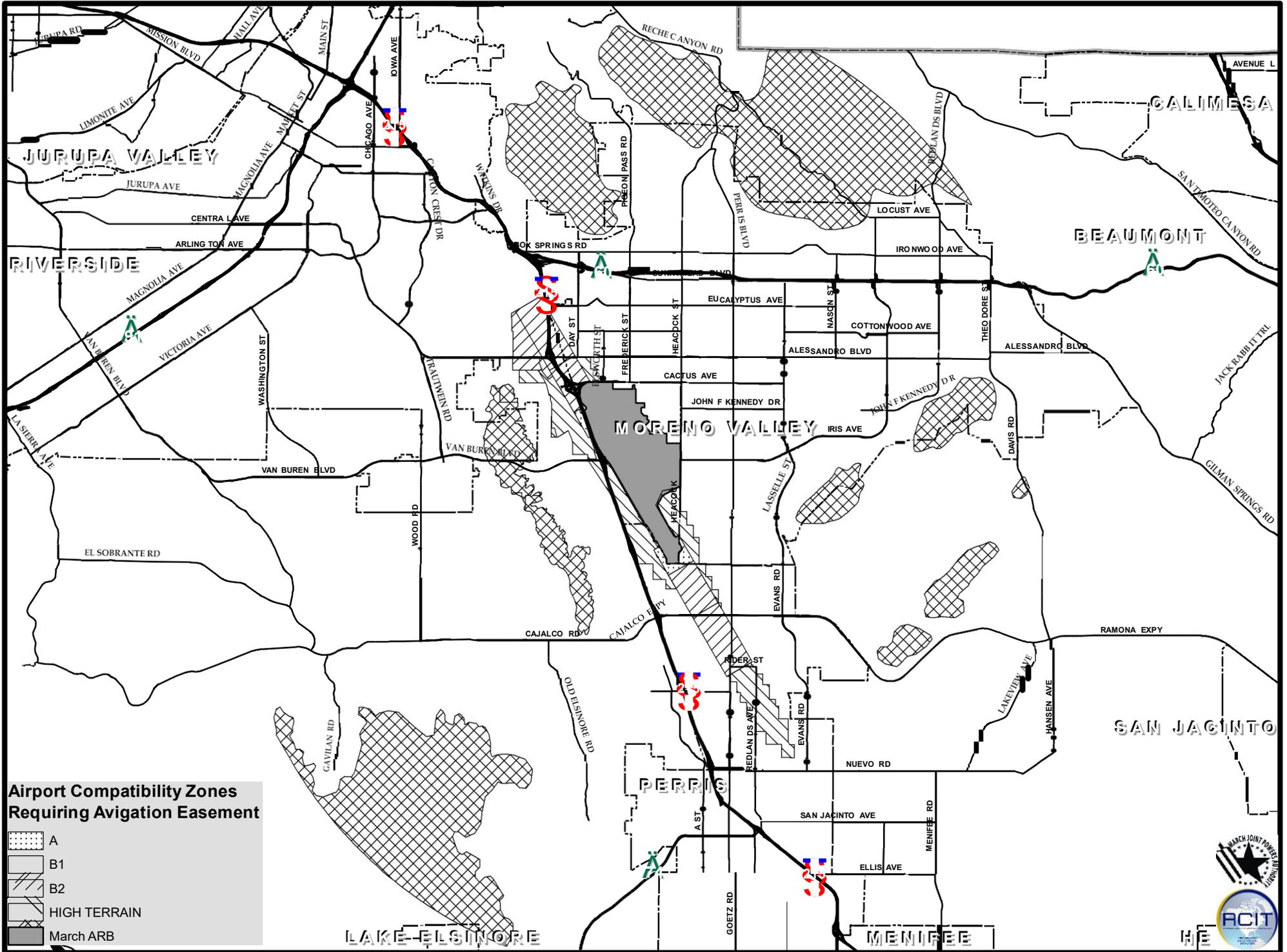
Date: _____

Signature: _____

Print Name: _____

Avigation Easement Dedication Area

EXHIBIT "B"



Airport Compatibility Zones Requiring Avigation Easement

-  A
-  B1
-  B2
-  HIGH TERRAIN
-  March ARB

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or resell this map.

0 1 2 4 6 8 Miles

1 inch = 12,654 feet



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March Inland Port Airport Authority
Avigation Easement

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the MIPAA is hereby accepted by the undersigned officer on behalf of the MIPAA, a government entity, pursuant to authority conferred by Resolution No. MP-01-01 adopted May 16, 2001 and the grantee consents to recordation thereof by its duly authorized officer.

MARCH INLAND PORT AIRPORT AUTHORITY

_____ Dated _____

Grace I. Martin, DPPD, Chief Executive Officer