

# Avigation Easement Instructions

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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 Executive Director. 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  
14205 Meridian Pkwy, Suite 140  
Riverside, CA 92518**

- 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:  
Bree Bettencourt (951) 656-7000 or  
[bettencourt@marchjpa.com](mailto:bettencourt@marchjpa.com)**

\* Please note that this page is NOT recorded.

***When recorded mail to:***

March Inland Port Airport Authority  
Authority Secretary's Office  
14205 Meridian Parkway, Suite 140  
Riverside, CA 92518

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).

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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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER**

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

Website: [www.riversideacr.com](http://www.riversideacr.com)

**DOCUMENTARY TRANSFER TAX AFFIDAVIT**

**WARNING**

**ANY PERSON WHO MAKES ANY MATERIAL MISREPRESENTATION OF FACT FOR THE PURPOSE OF AVOIDING ALL OR ANY PART OF THE DOCUMENTARY TRANSFER TAX IS GUILTY OF A MISDEMEANOR UNDER SECTION 5 OF ORDINANCE 516 OF THE COUNTY OF RIVERSIDE AND IS SUBJECT TO PROSECUTION FOR SUCH OFFENSE.**

ASSESSOR'S PARCEL NO. \_\_\_\_\_ -- \_\_\_\_\_ -- \_\_\_\_\_      I declare that the documentary transfer tax for this  
Property Address: \_\_\_\_\_      transaction is: \$ \_\_\_\_\_.

**If this transaction is exempt from Documentary Transfer Tax, the reason must be identified below.**

***I CLAIM THAT THIS TRANSACTION IS EXEMPT FROM DOCUMENTARY TRANSFER TAX BECAUSE: (The Sections listed below are taken from the Revenue and Taxation Code with the exception of items 9 and 10 which are taken from Riverside County Ordinance 516). Please check one or explain in "Other".***

1. \_\_\_\_Section 11911. The consideration or value of the property, exclusive of any liens and encumbrances is \$100.00 or less and there is no additional consideration received by the grantor.
2. \_\_\_\_Section 11911. The conveyance transfers to a revocable living trust by the grantor or from a revocable living trust to a beneficiary.
3. \_\_\_\_Section 11921. The conveyance was given to secure a debt.
4. \_\_\_\_Section 11922. The conveyance is to a governmental entity or political subdivision.
5. \_\_\_\_Section 11925. The transfer is between individuals and a legal entity or partnership, or between legal entities and does not change the proportional interests held.
6. \_\_\_\_Section 11926. The conveyance is to a grantee who is the foreclosing beneficiary and the consideration paid by the foreclosing beneficiary does not exceed the unpaid debt.
7. \_\_\_\_Section 11927. The conveyance relates to a dissolution of marriage or legal separation.  
(A spouse must sign a written recital in order to claim this exemption. This form may be used for that purpose.)
8. \_\_\_\_Section 11930. The conveyance is an *inter vivos* gift\* or a transfer by death.  
**\*Please be aware that information stated on this document may be given to and used by governmental agencies, including the Internal Revenue Service. Also, certain gifts in excess of the annual Federal gift tax exemption may trigger a Federal Gift Tax. In such cases, the Transferor (donor/grantor) may be required to file Form 709 (Federal Gift Tax Return) with the Internal Revenue Service.**
9. \_\_\_\_Section 8. The easement is **not** perpetual, permanent, or for life.
10. \_\_\_\_Section 9. The document is a lease for a term of **less** than (35) years (including written options.)
11. \_\_\_\_Other (Include explanation and legal authority) \_\_\_\_\_

***I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.***

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  
City State

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Name of Firm (if applicable)

\_\_\_\_\_  
Address of Affiant (including City, State, and Zip Code)

\_\_\_\_\_  
Telephone Number of Affiant (including area code)

**This form is subject to the California Public Records Act (Government Code 6250 et. seq.)**

For Recorder's Use:

Affix PCOR Label Here

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



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, \_\_\_\_\_,  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

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 \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



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 #: \_\_\_\_\_

Place of Execution: \_\_\_\_\_

Date Commission Expires: \_\_\_\_\_

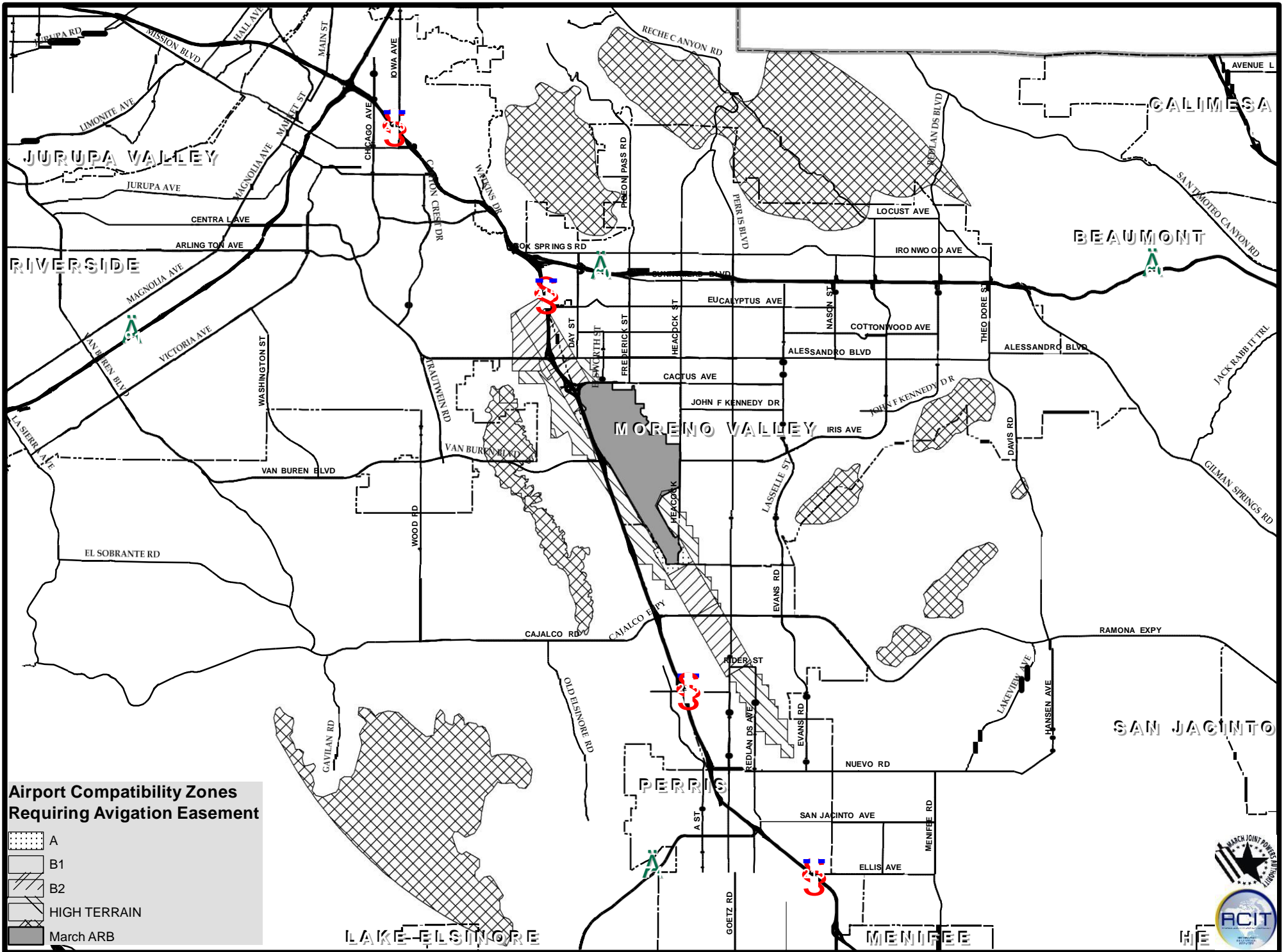
Date: \_\_\_\_\_

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**

\_\_\_\_\_  
Grace I. Martin, DPPD, Executive Director

Dated \_\_\_\_\_