

RECORDING REQUESTED BY:

County of Kern

WHEN RECORDED MAIL TO:

CLERK, BOARD OF SUPERVISORS

Kern County Administrative Center
1115 Truxtun Avenue, 5th Floor
Bakersfield, CA 93301

APN _____
DEPT. REFERENCE _____

No Fee Document
(Public Entity Grantee,
Gov. Code Section 27383)

GRANT OF AVIGATION EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged _____

hereinafter referred to as "Grantor(s)," hereby grant(s) to the COUNTY OF KERN, a political subdivision of the State of California (hereinafter referred to as "County"), for the use and benefit of the public, a perpetual and assignable easement and right-of way, and certain rights appurtenant to said easement as hereinafter set forth, in, on and over the following described parcel of real property situated in the County of Kern, State of California, in which Grantor(s) hold(s) a fee simple estate, lying below, in whole or in part, the horizontal limits of an imaginary surface defined by those civil airport imaginary surfaces described in Federal Aviation Regulations, Part 77, whether applicable or not to the _____
_____ Airport, situated in the County of Kern, State of California (hereinafter referred to as "Airport"), which said parcel on Grantor(s)' real property is described as follows:

That portion of said parcel of real property lying below the said imaginary surfaces described herein.

It is agreed by Grantor(s) that he/they shall not hereafter erect, enlarge or grow, or permit or suffer to remain, any building, structure, or other object, or any tree, bush, shrub or other vegetation, within or into the airspace above said imaginary surfaces overlying said real property.

Grantor(s) hereby take(s) notice, without surrendering any rights to which he/they may otherwise be entitled in law or in equity, that aircraft using Airport will produce noise, light, electromagnetic emissions, radio transmissions, vibrations, fumes, particles and other effects incident to aviation which, in turn, might affect the free use and enjoyment of his/their property.

It is further agreed by Grantor(s) that the easement and rights hereby granted to County are for the purpose of ensuring that the airspace above the said imaginary surfaces shall remain free and clear of any building, structure or other object, and or any tree, bush, shrub or other vegetation, which could constitute an obstruction or hazard to the flight of aircraft of any kind within the airspace landing at and/or taking off from said Airport. These rights shall include, but not be limited to, the following:

1. The continuing and perpetual right of County or Airport operator, at Grantor(s)' sole cost and expense, to cut off, trim and/or prune those portions of any tree, bush, shrub and/or vegetation extending, projecting or infringing into, or upon or through the airspace above said imaginary surfaces.

2. The continuing and perpetual right of County or Airport operator, at Grantor(s)' sole cost and expense, to remove, raze, modify or destroy those portions of any building, structure or other object, infringing, extending or projecting into or upon said imaginary surfaces.

3. The right of County, at Grantor(s)' sole cost and expense, to mark and light, as obstructions to air navigation, any building, structure or other object, any tree, bush, shrub or other vegetation, that may at any time infringe, project or extend into or upon said imaginary surfaces.

4. The right of County or Airport operator for ingress to, egress from, and passage on or over any or all of Grantor(s)' real property for the above purposes. County or Airport operator may exercise its

right of ingress and egress hereunder only after it sends Grantor(s) notice of its intent to enter Grantor(s)' property twenty-four (24) hours in advance, using the address specified herein, unless Grantor(s) requests County, in writing, to use a different address. County shall not be precluded from exercising its right of ingress and egress by the failure of Grantor(s) to receive notice if it has made a reasonable effort to notify Grantor(s). If, in the opinion of the Airport operator, an obstruction or hazard exists within or upon said imaginary surfaces overlying said real property, which creates an immediate danger to the flight of aircraft landing at and/or taking off from the Airport such that immediate action is necessary, County or Airport operator may exercise its right of ingress and egress for the above purposes without notice to Grantor(s), and shall thereafter notify Grantor(s).

5. The right of flight or unobstructed passage of aircraft of any kind for the use and benefit of the public, above said imaginary surfaces, as may be inherent in the navigation or flight of aircraft now or hereafter used or known, using said airspace for landing at, taking off from, or operating from, to, at, on, over or in the proximity of the said Airport.

6. Acts in violation of Federal Aviation Regulations by users of the Airport shall not be considered acts allowing Grantor(s) or their successors in interest to terminate the easement granted hereby.

The easement granted herein, and all rights appertaining thereto, are granted unto the County, its successors and assignees, until said Airport shall be abandoned and ceased to be used for airport purposes for a period of at least five (5) years, at which time they shall automatically revert to Grantor(s).

Grantor(s) agree to defend at their own cost at County's request, to hold harmless, and to indemnify County from any liability for or based upon the exercise by any person or entity other than County of the easement rights granted herein.

It is understood and agreed by Grantor(s) that this easement and the covenants and restrictions contained herein shall run with the land described above and shall be binding upon the heirs, successors and assigns of Grantor(s). For purposes of this instrument, the above-described real property shall be the

servient tenement and the Airport and any hereafter acquired property used by Airport shall be dominant tenement.

Dated: _____

GRANTOR: _____

GRANTOR: _____

Address: _____
