

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attention: Director of Property

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this _____ day of _____, 20____, by

(GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit A, attached hereto and incorporated herein by reference, the street address of which is:

_____, California.

B. CITY is the owner and operator of the San Francisco International Airport ("SFO").

C. CITY has offered GRANTOR the opportunity to participate in a publicly funded program ("Noise Insulation Program"), which will cause changes to be made to GRANTOR's Real Property that may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for the Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of SFO, and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.

D. As a condition precedent to GRANTOR's participation in the Noise Insulation Program, CITY requires GRANTOR to grant a permanent, non-exclusive easement, rights, and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors, and assigns of GRANTOR, hereby grants, conveys, and assigns to CITY and its successors a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described below.

1.1 Passage of Aircraft. The Avigation Easement shall include, for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, in, through, across, or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft, and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations. The term “aircraft” shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, and shall include, but is not limited to, jet aircraft, propeller-driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all other types of aircraft or vehicles now in existence or hereafter developed for the purpose of transporting persons or property through the air.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within and to enter or penetrate into or transmit through any improved or unimproved portion of Real Property and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference, and aircraft engine exhaust, fumes, and emissions, dust, or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, including but not limited to discomfort, fear, and interference with sleep or communication, and any consequent reduction in market value, due to the operation of aircraft taking off, landing, or operating in the vicinity of SFO, upon GRANTOR’s Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit, or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, create glare or contain misleading lights, or to use or permit the use of Real Property in such a manner as to create noise, electrical, or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Waiver of Legal Actions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors, or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases in the volume or changes in location of said operations.

3. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors, or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, or falling objects causing direct physical injury to persons or direct physical damage to property.

4. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

5. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity, and any grantee, heir, agent, successor, or assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors, and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this ____ day of _____, 20____.

GRANTORS

(STATE OF CALIFORNIA)
(COUNTY OF SAN MATEO)

On this ____ day of _____, in the year 20____, before me _____ a

Notary Public in and for said State, personally appeared _____

[] personally known to me OR

[] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

WITNESS my hand and official seal

Notary Public in and for said State

CERTIFICATE OF ACCEPTANCE

As required under Government Code Section 27281, this is to certify that the interest in real property conveyed by the GRANT OF AVIGATION EASEMENT dated _____, from the [GRANTOR'S NAME], [an individual/individuals], to the City and County of San Francisco, a municipal corporation ("Grantee"), is hereby accepted by order of its Board of Supervisors' Resolution No. _____, adopted on _____, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Andrico Penick
Director of Property

APPROVED LEGAL DESCRIPTION

By: _____
Bradley Luken
City and County Surveyor

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By: _____
Deputy City Attorney

Attachment: Exhibit A – Legal Description of Real Property

EXHIBIT A

[LEGAL DESCRIPTION OF REAL PROPERTY]

SAMPLE 2