

TO: James L. App, City Manager
FROM: Ron Whisenand, Community Development Director
SUBJECT: Acceptance of Grant of Avigation Easement (Vina Robles, Inc.)
DATE: March 4, 2008

Needs: That the City Council authorize the acceptance of a Grant of Avigation Easement provided by Vina Robles, Inc. for the property located on Mill Road, south of Highway 46E.

Facts:

1. On March 11, 2003 the Planning Commission approved Planned Development 02-002; a phased master plan of a hospitality center, banquet facilities, restaurant, 80-unit hotel, winery and ancillary uses on property bounded by Mill Road and Highway 46E.
2. PD 02-002 was conditioned upon offering an avigation easement in accordance with the County Airport Land Use Plan.
3. As the City is the owner and operator of the airport, avigation easements must be written in favor of the City and accepted by the City Council.
4. The City has received a Grant of Avigation Easement from Vina Robles, Inc., owner of the Vina Robles winery and resort located on Mill Road.

**Analysis
and**

Conclusion: In order for their proposed development to be consistent with the Airport Land Use Plan, the City Planning Commission conditioned the approval of Planned Development 02-002 to provide an avigation easement. The purpose of the easement is to inform all future owners of their property of airspace restrictions and the potential of noise associated with the proximity of the Airport and to provide clearance for the continued operation of the Airport.

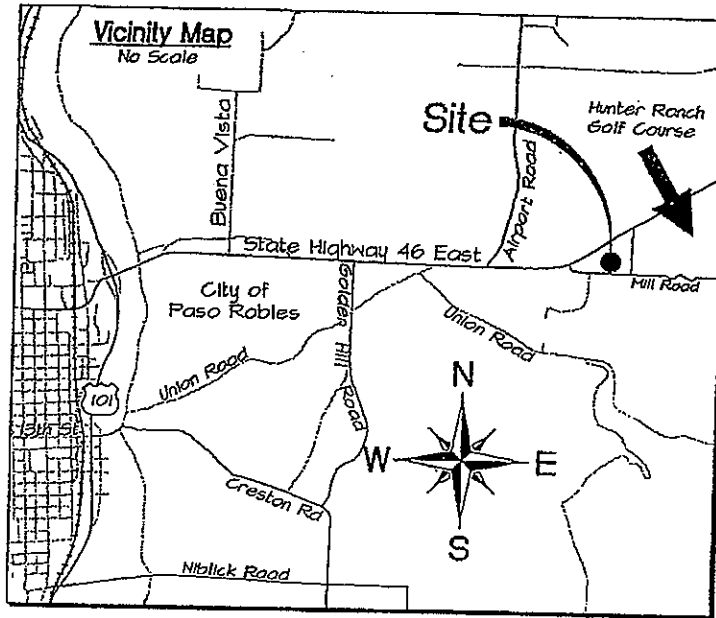
**Policy
Reference:** Airport Master Plan.

**Fiscal
Impact:** None.

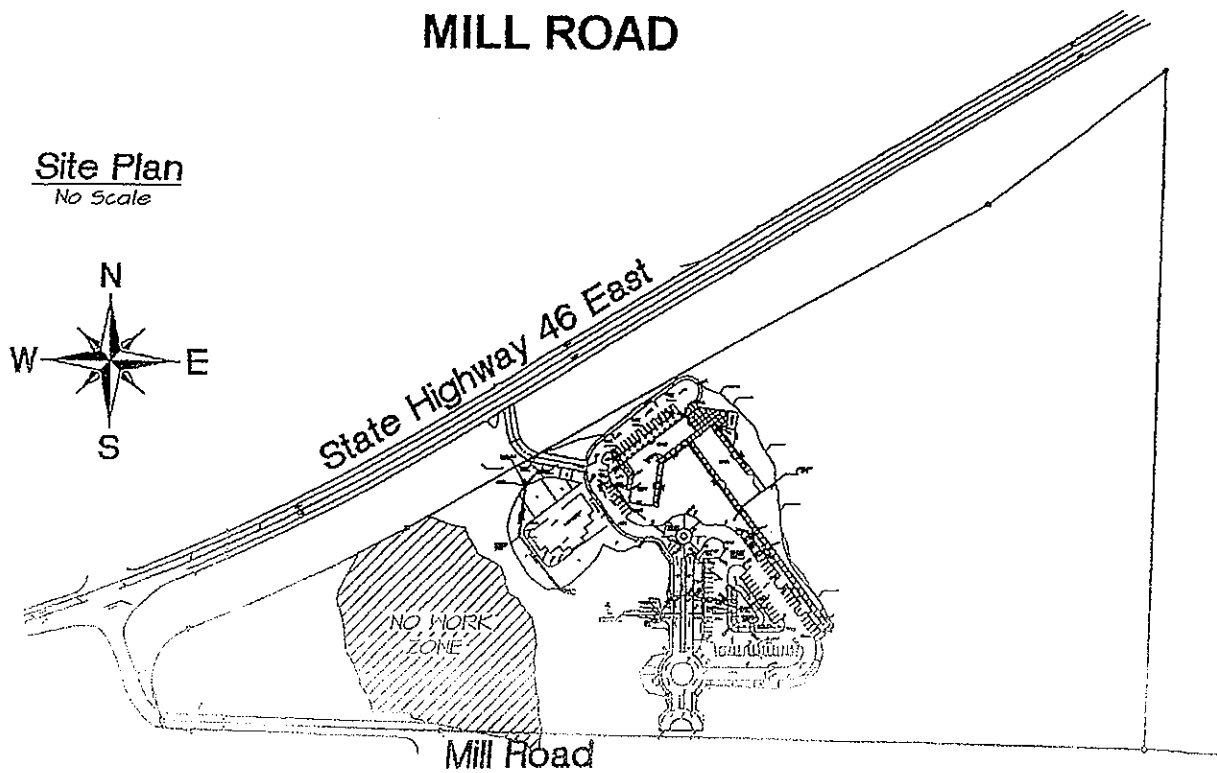
Options: Upon receipt of the Grant of Avigation Easement and proper guarantee of title:

- a. That the City Council adopt Resolution No. 08-xxx accepting the Grant of Avigation Easement from Vina Robles, Inc. for the Vina Robles winery and resort located on Mill Road, south of Highway 46E.
- b. Amend, modify or reject the above option.

Attachments: (3)
1. Vicinity Map
2. Grant of Avigation Easement
3. Resolution



VINA ROBLES HOSPITALITY CENTER MILL ROAD



Recording Requested by and When
Recorded Return to:

City of Paso Robles
Community Development
1000 Spring Street
Paso Robles, CA 93446

Attn.: City Engineer

FOR RECORDER USE ONLY

GRANT OF AVIGATION EASEMENT

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

For a valuable consideration, receipt of which is hereby acknowledged, Vina Robles, Inc. (owner), hereinafter referred to as "Grantor(s)", HEREBY GRANT(S) TO the City of Paso Robles, a municipal corporation of the State of California, hereinafter referred to as "City", 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 real property situated in the County of San Luis Obispo, State of California in which Grantor(s) hold(s) a fee simple estate, lying above, in whole or in part, the horizontal limits of the civil airport imaginary surfaces described in Federal Aviation Regulations, Part 77.25 (14 CFR 77.25), as applicable to the *Paso Robles Municipal Airport*, situated in the City of Paso Robles, County of San Luis Obispo, State of California, hereinafter referred to as "Airport", which parcel of real property is described:

Parcel B of Parcel Map CO-79-155, in the County of San Luis Obispo, State of California, according to map recorded in Book 29, Page 75 of Parcel Maps, in the Office of the County Recorder of said County.

IT IS AGREED by Grantor(s) that he/they shall not hereafter erect, enlarge or grow, or permit the erection, enlargement or growth of, 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.

IT IS FURTHER AGREED by Grantor(s) that the easement and rights hereby granted to City are for the purpose of ensuring that occupants of the real property burdened by this easement are aware that the quiet enjoyment of this real property may be interrupted by noise generated by over-flying aircraft and by aircraft operations at the Airport, and for the additional purpose of ensuring that said Imaginary Surfaces shall remain free and clear of any building, structure or other object, and of any tree, bush, shrub or other vegetation, which is or would constitute an obstruction or hazard to the flight of aircraft 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 City, at Grantor(s)' sole cost and expense, to cut off, trim, and/or prune those portions of any tree, bush, shrub and/or other vegetation extending, projecting or infringing into or upon the airspace above said Imaginary Surfaces.
2. The continuing and perpetual right of City, at Grantor(s)' sole cost and expense, to remove, raze 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 City, 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 City for ingress to, egress from, and passage on or over said real property of Grantor(s) for above purposes. City shall exercise said right of ingress and egress only after City gives Grantor(s) twenty-four (24) hours notice of City's intent to enter Grantor(s) property. City shall not be precluded from exercising its right of ingress and egress by the failure of Grantor(s) to receive notice if City has made a reasonable effort to notify Grantor(s). If, in the opinion of the Airport Manager, 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 and/or taking off from the Airport such that immediate action is necessary, City may exercise its right of ingress and egress for the above purposes without notice to Grantor(s).
5. The right of flight for the unobstructed passages of aircraft, for the use and benefit of the public, in the airspace above said Imaginary Surfaces, together with the right to cause in or about said airspace such noise, lights, electromagnetic emissions, vibrations, fumes, dust, fuel particles, and all other effects 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, or over said Airport.

 Note: Noise from over flying aircraft and from aircraft operations on the airport may be considered to persons residing and/or working on this real property.
6. The continuing and perpetual right of the City to allow aircraft flight and ground operations at the Municipal Airport at all times.

IT IS FURTHER AGREED by Grantor(s) that he/they fully realize that any negative effects of aircraft operations at the Municipal Airport, as they pertain to this real property, are not expected to diminish from the level at the time of granting this easement.

The easement granted herein and all rights appertaining thereto are granted unto the City, its successors and assigns, until said Airport shall be abandoned and ceased to be used for airport purposes.

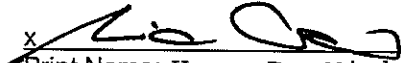
If any item, covenant, condition or provision of this easement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

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 property shall be the servient tenement and the Airport shall be the dominant tenement.

Dated: June 28, 2007

GRANTOR(S): Vina Robles, Inc.

TRUST DEED BENEFICIARIES
and/or MORTGAGEES


 x _____
 Print Name: Hans-R. Michel
 President

x _____
 For:

[Signatures must be notarized]

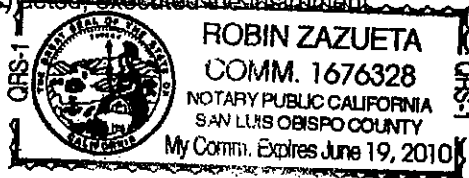
ACKNOWLEDGMENT

State of California
County of San Luis Obispo } ss.

On June 28, 2007, before me, Robin Zazueta, Notary Public personally appeared Hans-R. Michel personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name 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(ies) upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Robin Zazueta
Signature of Notary Public



ACKNOWLEDGMENT

State of _____
County of _____ } ss.

On _____, before me, _____, Notary Public personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name 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(ies) upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature of Notary Public

ACKNOWLEDGMENT

State of _____
County of _____ } ss.

On _____, before me, _____, Notary Public personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name 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(ies) upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature of Notary Public

Exhibit "A"

Parcel 1

The Southeast quarter of the Southwest quarter and the Southwest quarter of the Southeast quarter of Section 24, Township 26 South, Range 12 East, Mount Diablo Meridian, County of San Luis Obispo, State of California, according to the official plat thereof.

EXCEPTING THEREFROM those portions of said land lying Northwesterly of the Southeasterly line of the land described in the Deed to the State of California recorded December 7, 1951 in Book 637, Page 394 of Official Records.

ALSO EXCEPTING THEREFROM one-half of the mineral rights in said land, provided that neither the first party nor the successors in interest of Roland A. Grubb, deceased, shall have any right to enter upon said land or place improvements thereon, or otherwise disturb the surface thereof, as reserved by Wells Fargo Bank, a Corporation, as administrator of the estate of Roland A. Grubb, deceased, in Deed recorded July 23, 1959 as Instrument No. 16735 in Book 1013, Page 140 of Official Records.

ALSO EXCEPTING THEREFROM those portions conveyed to the State of California in Deed recorded April 7, 2005 as Instrument No. 2005-027551 of Official Records.

Old APN: 025,371,020

New APN: 025,701,002

ACCEPTANCE OF AVIGATION EASEMENT

This is to certify that the interest in real property conveyed by the deed or grant deed from Vina Robles, Inc. to the City of Paso Robles, a municipal corporation of the State of California and/or government agency is hereby accepted by Resolution No. 03-023, adopted by the Planning Commission on March 11, 2003, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Frank R. Mecham, Mayor

ATTEST: _____
Deborah D. Robinson, Deputy City Clerk

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

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 of Notary Public

[SEAL]

RESOLUTION NO. 08 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
ACCEPTING A GRANT OF AVIGATION EASEMENT
(VINA ROBLES, INC. – MILL ROAD)

WHEREAS, the City has received a Grant of Avigation Easement from Vina Robles, Inc. for their winery and resort property located on Mill Road, south of Highway 46E.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council accept the Grant of Avigation Easement provided by Vina Robles, Inc. for their property located on Mill Road south of Highway 46E and authorize its execution and recordation.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 4th day of March, 2008 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Deborah D. Robinson, Deputy City Clerk