

TO: James L. App, City Manager
FROM: Ron Whisenand, Community Development Director
SUBJECT: Acceptance of Grant of Avigation Easement (Paso 160, LLC)
DATE: December 15, 2009

Needs: That the City Council authorize the acceptance of a Grant of Avigation Easement provided by Paso 160, LLC for the Paso Robles Motorcoach Resort.

Facts:

1. On March 17, 2009 the City Council approved PD 08-001, the Paso Robles Motorcoach Resort located on the north end of Golden Hill Road north of Highway 46E.
2. 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.
3. The City has received a Grant of Avigation Easement from Paso 160, LLC, owners of the Paso Robles Motorcoach Resort.

**Analysis
and**

Conclusion: In order for their proposed development to be consistent with the Airport Land Use Plan, the Paso Robles Motorcoach Resort must 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. 09-xxx accepting the Grant of Avigation Easement from Paso 160, LLC for the land within the Paso Robles Motorcoach Resort located at the north end of Golden Hill Road, north of Highway 46E.
- b. Amend, modify or reject the above option.

Attachments: (3)

1. Vicinity Map
2. Grant of Avigation Easement
3. Resolution

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE OWNERS OF AND ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION AND PROJECT SHOWN ON THIS MAP, AND THAT EACH OF US DOES HEREBY CONSENT TO THE FILING AND/OR RECORDED OF THIS MAP.

WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE ALL STREETS AND 20' PUBLIC UTILITIES EASEMENTS FOR MAINTENANCE PURPOSES AS DELINEATED ON SAID MAP AND ALL USES INCIDENT THEREON.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS, AND ASSIGNS THOSE CERTAIN PRIVATE EASEMENTS AND MAINTENANCE EASEMENTS, FOR THE USE AND BENEFIT OF THE PRESENT OR FUTURE OWNERS OF THE LOTS AFFECTED BY SUCH EASEMENTS, AS DELINEATED ON SAID MAP.

WE ALSO HEREBY RESERVE TO OURSELVES, OUR HEIRS, AND ASSIGNS FOR THE USE AND BENEFIT OF SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE ON SAID PARCELS, EASEMENTS FOR PUBLIC UTILITY PURPOSES DELINEATED ON SAID MAP AS "PUBLIC UTILITY EASEMENT" OR "P.U.E."

PASO 180, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SIGNATURE _____
 PRINTED NAME AND TITLE _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA } S.S.
 COUNTY OF _____

ON _____, 2009, BEFORE ME _____, A NOTARY PUBLIC, 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/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR CAPACITY(IES), AND THAT 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.

NOTARY SIGNATURE _____ NAME PRINTED _____
 COUNTY OF _____, CA. NOTARY EXPIRES _____ NOTARY COMMISSION NUMBER _____

TRUSTEE'S STATEMENT

PENINSULA FUNDING CORPORATION, A CALIFORNIA CORPORATION, TRUSTEE UNDER DEEDS OF TRUST RECORDED JANUARY 18, 2006 AS INSTRUMENT NO. 2006-003765 AND RECORDED SEPTEMBER 26, 2007 AS INSTRUMENT NO. 2007-064339 OF OFFICIAL RECORDS.

BY: _____ TITLE _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA } S.S.
 COUNTY OF _____

ON _____, 2009, BEFORE ME _____, A NOTARY PUBLIC, 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/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR CAPACITY(IES), AND THAT 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.

NOTARY SIGNATURE _____ NAME PRINTED _____
 COUNTY OF _____, CA. NOTARY EXPIRES _____ NOTARY COMMISSION NUMBER _____

CITY CLERK'S STATEMENT

I, DENNIS FANSLER, CITY CLERK OF THE CITY OF EL PASO DE ROBLES, CALIFORNIA, HEREBY STATE THAT THE CITY COUNCIL OF SAID CITY DID ON THE _____ DAY OF _____, 2009, APPROVE THE MAP OF PARCEL MAPS PRAL 07-0293 SHOWN HEREON AND ACCEPTED ON BEHALF OF THE PUBLIC THE RIGHT-OF-WAY FOR ROAD PURPOSES TO THE TERMS OF OFFER OF DEDICATION BY THE PARTIES HAVING A RECORD TITLE INTEREST IN SAID LAND, WITH THE FILING OF THIS MAP.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2009
 DENNIS FANSLER, CITY CLERK

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES THEREUNDER. THE MAP SUBMITTED CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. I ALSO STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET WITHIN ONE YEAR OF THE DATE OF THIS MAP. THE MONUMENTS SHOWN HEREON ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



JOHN R SANDERS L.S. 5812
 EXP. 6/30/10 DATE _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP ENTITLED PARCEL MAP PRAL 07-0293. THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE: _____
 JOHN R. FALKENSTEIN
 CITY ENGINEER
 CITY OF PASO ROBLES
 R.C.E. C33760 (EXP. 6/30/10)

PLANNING COMMISSION STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT I AM SATISFIED THAT THE MAP CONFORMS WITH THE ACTION OF THE CITY OF EL PASO DE ROBLES FOR PARCEL MAP PRAL 07-0293 ON MARCH 17, 2009.

RONALD WHISENAND, COMMUNITY DEVELOPMENT DIRECTOR DATE _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2009, AT _____ M., IN BOOK _____ OF PARCEL MAPS AT PAGE(S) _____, AT THE REQUEST OF JOHN R. SANDERS.
 DOCUMENT NO. _____
 JULIE L. RODEWALD COUNTY RECORDER
 DEPUTY RECORDER

PARCEL MAP PRAL 07-0293

IN THE CITY OF PASO ROBLES, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA BEING A LOT LINE ADJUSTMENT BETWEEN PARCELS 1, 2, AND 3 OF PARCEL MAP PRAL 95-0065, RECORDED IN BOOK 52 OF PARCEL MAPS, AT PAGE 78 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY



SITE

VICINITY MAP
 NO SCALE

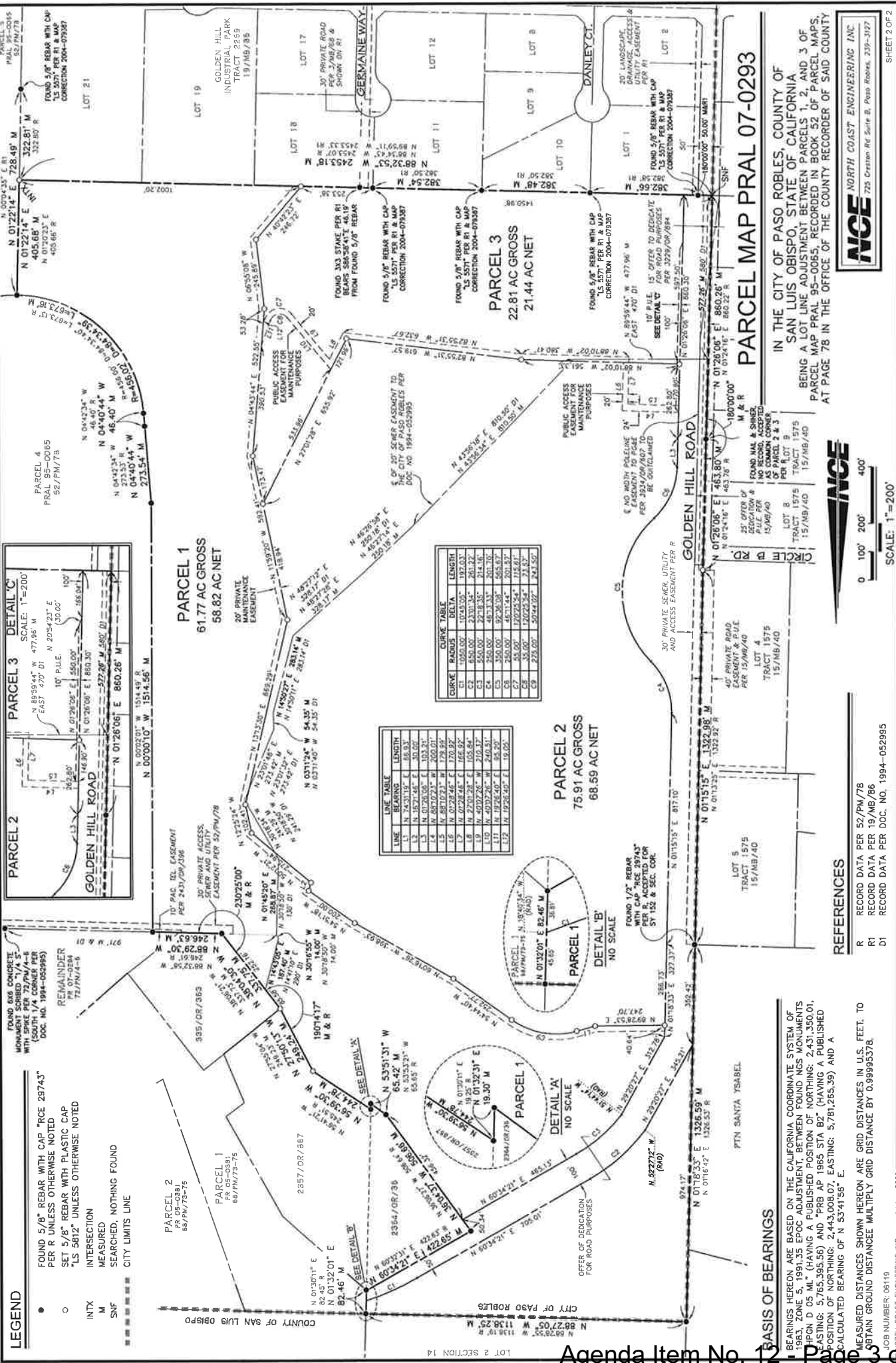
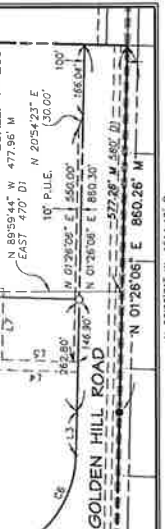
LEGEND

- FOUND 5/8" REBAR WITH CAP "RCE 29743" PER R UNLESS OTHERWISE NOTED
- SET 5/8" REBAR WITH PLASTIC CAP "LS 5812" UNLESS OTHERWISE NOTED
- INTX INTERSECTION
- M MEASURED
- SNF SEARCHED, NOTHING FOUND
- CITY LIMITS LINE

FOUND 6X6 CONCRETE MONUMENT Scribed 1/4" S WITH 1/4" CAP AND 1/4" CHISEL PER (SOUTH 1/4 CORNER PER DOC. NO. 1994-052995)

- REMAINDER OF 7/8" DIAMETER 1/4" CHISEL PER (SOUTH 1/4 CORNER PER DOC. NO. 1994-052995)

PARCEL 3 DETAIL 'C'



LINE TABLE

LINE	BEARING	LENGTH
L1	N 243°11'0" E	68.93'
L2	N 152°14'4" E	30.00'
L3	N 01°28'06" E	103.31'
L4	N 88°10'23" W	260.01'
L5	N 88°10'23" W	178.85'
L6	N 02°28'44" E	165.82'
L7	N 4°20'28" E	105.84'
L8	N 40°22'28" W	249.81'
L9	N 40°22'28" W	249.81'
L10	N 19°28'40" E	58.25'
L11	N 19°28'40" E	58.25'
L12	N 125°24'40" E	19.25'
L13	N 02°28'44" E	165.82'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	450.00'	270.00'	261.22'	261.22'
C2	450.00'	270.00'	261.22'	261.22'
C3	450.00'	270.00'	261.22'	261.22'
C4	450.00'	270.00'	261.22'	261.22'
C5	450.00'	270.00'	261.22'	261.22'
C6	450.00'	270.00'	261.22'	261.22'
C7	450.00'	270.00'	261.22'	261.22'
C8	450.00'	270.00'	261.22'	261.22'
C9	450.00'	270.00'	261.22'	261.22'
C10	450.00'	270.00'	261.22'	261.22'

BASIS OF BEARINGS

BEARINGS HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5, 1991-35 EPOCH ADJUSTMENT, BETWEEN FOUND NGS MONUMENTS BEING D 05 MI. (HAVING A PUBLISHED POSITION OF NORTHING: 2,431,350.01, EASTING: 5,765,395.56) AND "PRB AP 1965 STA B2" (HAVING A PUBLISHED POSITION OF NORTHING: 2,443,008.07, EASTING: 5,781,265.39) AND A CALCULATED BEARING OF N 53°41'56" E.

MEASURED DISTANCES SHOWN HEREON ARE GRID DISTANCES IN U.S. FEET. TO OBTAIN GROUND DISTANCE MULTIPLY GRID DISTANCE BY 0.999995378.

JOB NUMBER: 08119
NORTH COAST ENGINEERING INC. copyright © 2009

REFERENCES

- R RECORD DATA PER 52/PW/78
- R1 RECORD DATA PER 19/MB/86
- D1 RECORD DATA PER DOC. NO. 1994-052995



SCALE: 1" = 200'
0 100' 200' 400'

PARCEL MAP PRAL 07-0293

IN THE CITY OF PASO ROBLES, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA
BEING A LOT LINE ADJUSTMENT BETWEEN PARCELS 1, 2, AND 3 OF PARCEL MAP PRAL 95-0085, RECORDED IN BOOK 52 OF PARCEL MAPS, AT PAGE 78 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

NCE NORTH COAST ENGINEERING INC.
725 Creston Rd Suite E, Paso Robles, CA 93426
TEL: 805.238.3127

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, **Paso 160, LLC** (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 as follows:

Parcels 1, 2 and 3, of Parcel Map PRAL 07-0293 in the City of Paso Robles, State of California, according to map recorded _____, 20____, in Book _____, Pages _____, of Parcel Maps, in the office of the County Recorder of the County of San Luis Obispo, State of California.

That portion of said real property lying below the Imaginary Surfaces described above and incorporated herein as though set forth in full.

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.

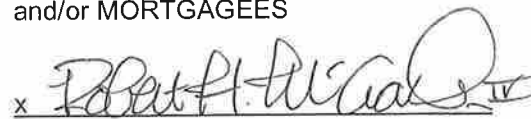
IT IS UNDERSTOOD AND AGREED by Grantor(s) that this easement and the covenants and restrictions contained herein shall run with the land described above and shall be binding upon the heirs, successors and assigns of Grantor(s). For purposes of this instrument, the above-described property shall be the servient tenement and the Airport shall be the dominant tenement.

Dated: 11-30-09

GRANTOR (S): Paso 160, LLC

x 
 Print Name: **Doug McCurdy**

TRUST DEED TRUSTEES
 and/or MORTGAGEES

x 
 For: **Peninsula Funding Corporation**
 Robert H. McCrackin IV, President

[Signatures must be notarized]

ACKNOWLEDGMENT

State of California

County of San Luis Obispo

} ss.

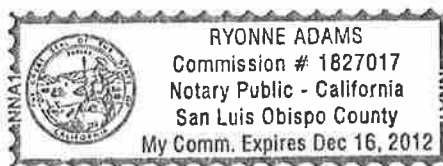
On Nov 30 2009, before me, Ryonne Adams
(here insert name and title of the officer)

personally appeared Doug McCurdy
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 Ryonne Adams



(Seal)

ACKNOWLEDGMENT

State of California

County of San Diego

} ss.

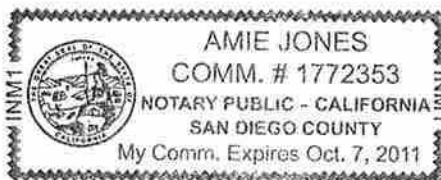
On Dec. 03 2009, before me, Amie Jones notary public
(here insert name and title of the officer)

personally appeared Robert H. McCrackin II
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 Amie Jones



(Seal)

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 _____

(Seal)

ACCEPTANCE OF AVIGATION EASEMENT

This is to certify that the interest in real property conveyed by the deed or grant deed from Paso 160, LLC to the City of Paso Robles, a municipal corporation of the State of California and/or government agency is hereby accepted by Resolution No. _____, adopted by the City Council on _____, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Duane Picanco, Mayor

ATTEST: _____
Lonnie Dolan, 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. 09 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
ACCEPTING A GRANT OF AVIGATION EASEMENT
(PASO 160, LLC)

WHEREAS, the City has received a Grant of Avigation Easement from Paso 160, LLC covering the Paso Robles Motorcoach Resort property located at the north end of Golden Hill Road, north of Highway 46E.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council accept the Grant of Avigation Easement provided by Paso 160, LLC, for the property within the Paso Robles Motorcoach Resort located at the north end of Golden Hill Road, north of Highway 46E and authorize its execution and recordation.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 15th day of December, 2009 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Duane Picanco, Mayor

ATTEST:

Lonnie Dolan, Deputy City Clerk