

TO: James L. App, City Manager  
FROM: Ed Gallagher, Community Development Director  
SUBJECT: Acceptance of Grant of Avigation Easement (Starkman)  
DATE: May 6, 2014

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Needs: That the City Council authorize the acceptance of a Grant of Avigation Easement provided by Linda Starkman for the Paso Robles Horse Park.

Facts:

1. On January 24, 2012 the Planning Commission approved PD 11-004, the Paso Robles Horse Park located on the south end of Hughes Parkway, 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 Linda Starkman, owner of the Paso Robles Horse Park.

Analysis  
and

Conclusion: In order for their proposed development to be consistent with the Airport Land Use Plan, the Paso Robles Horse Park 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. 14-xxx accepting the Grant of Avigation Easement from Linda Starkman for the land within the Paso Robles Horse Park located at the south end of Hughes Parkway, north of Highway 46E; or
- b. Amend, modify or reject the above option.

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



AIRPORT

DRY CREEK RD

AIRPORT RD

SITE

HIGH 76 EAST

HIGH 76 EAST



Attachment 1  
Vicinity Map  
PD 11-004 & CUP 11-006  
(P.R. Horse Park)

PASO ROBLES HOUSE PARK

00334

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, LINDA STARKMAN (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:

Lots Parcel 4, of Parcel Map 95-065 in the City of Paso Robles, State of California, according to map recorded 12/22/90 [date], in Book 52 [#], Page 78 [#], of 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: 1/9/14

GRANTOR (S):

TRUST DEED BENEFICIARIES  
and/or MORTGAGEES

X [Signature]  
Print Name:

X \_\_\_\_\_  
For:

L. STARKMAN

[Signatures must be notarized]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On 1-9-14 before me, Vicki S. Brown - Notary Public  
(Here insert name and title of the officer)

personally appeared Linda Starkman

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~~s~~/she~~s~~/they executed the same in his~~r~~/her~~r~~/their authorized capacity~~s~~, and that by his~~r~~/her~~r~~/their signature~~s~~ on the instrument the person~~s~~, of 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.

Vicki S Brown (Notary Seal)  
Signature of Notary Public



3  
0110

Recording Requested by  
and When Recorded, Mail to:

City of El Paso de Robles  
1000 Spring Street  
Paso Robles, CA 93446  
Attn: DARREN NASH

Space Above Line for Recorder's Use Only

**NOTICE REGARDING PASO ROBLES HORSE PARK**

NOTICE IS HEREBY GIVEN TO ALL FUTURE OWNERS OF THE PROPERTY DESCRIBED BELOW, by LINDA SPARKMAN, the current owner(s) of that certain property described in the attached "Exhibit A" (the "Property"), and the City of El Paso de Robles (the "City"), as follows:

**YOU ARE HEREBY NOTIFIED** that given the project's location in close proximity to the City of Paso Robles Airport, that there will be the on-going possibility of adverse noise impacts from aircraft on the operation of the equestrian facility. The language within this Notice shall be provided by the event organizer to include in all event entry forms, website and other promotional materials.

**Owner(s):**

Dated: 3/10/2014

[Signature]

Dated: ~~3/12/2014~~

~~[Signature]~~

**City:**  
CITY OF EL PASO DE ROBLES

[Signature]

Dated: 3/12/2014

By: Darren Nash  
Its: Associate Planner

## EXHIBIT "A"

A strip of land sixty feet wide across Parcel 2 of PRAL 07-0213 according to the Certificate of Compliance recorded January 22, 2008 as Document No. 2008003031 in Official Records, in the Office of the County Recorder, County of San Luis Obispo, State of California, the centerline of said sixty feet wide strip of land being more particularly described as follows:

Beginning at a point on the East line of said Parcel 2 per 2008003031 which lies S01°18'48"W 447.89 feet from the Northeast corner thereof, said point being more or less in the center of Airport Road; thence leaving said East line of said Parcel 2 per 2008003031 Westerly and Northwesterly along the following courses:

N88°42'34"W 96.79 feet;

N81°04'03"W 402.92 feet;

N59°33'03"W 167.88 feet;

N60°52'41"W 69.41 feet to the beginning of a tangent curve to the left;

Along the arc of said tangent curve to the left having a radius of 600.00 feet with a central angle of 08°15'04" and arc length of 86.41 feet;

N69°07'45"W 165.05 feet to the beginning of a tangent curve to the right;

Along the arc of said tangent curve to the right having a radius of 200.00 feet with a central angle of 13°35'46" and arc length of 47.46 feet;

N55°31'59"W 28.33 feet to the beginning of a tangent curve to the left;

Along the arc of said tangent curve to the left having a radius of 200.00 feet with a central angle of 23°00'51" and arc length of 80.33 feet;

N78°32'49"W 62.59 feet to the beginning of a tangent curve to the left;

Along the arc of said tangent curve to the left having a radius of 200.00 feet with a central angle of 06°58'57" and arc length of 24.37 feet;

N85°31'46"W 4.36 feet to the beginning of a tangent curve to the left;

Along the arc of said tangent curve to the left having a radius of 150.00 feet with a central angle of 23°26'12" and arc length of 61.36 feet to an intersection with

the East line of Parcel 4 of Parcel Map PRAL 95-065 according to map recorded October 16, 1997 in Book 52, Page 78 of Parcel Maps in the Office of said County Recorder, said point of intersection lying S01°27'02"W 122.45 feet more or less from the Northeast corner of said Parcel 4 of Parcel Map PRAL 95-065.

The sidelines of said sixty feet wide strip of land shall be lengthened or shortened to meet with said East line of said Parcel 2 per 2008003031 and the East line of said Parcel 4 of Parcel Map PRAL 95-065.

ACKNOWLEDGMENT

State of CALIFORNIA  
County of San Luis Obispo } ss.

On March 10, 2014, before me, Vicki S. Brown, Notary Public  
(here insert name and title of the officer)

personally appeared Linda Starkman 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 Vicki S. Brown



(Seal)

Type of Document: \_\_\_\_\_

ACKNOWLEDGMENT

State of California  
County of San Luis Obispo } ss.

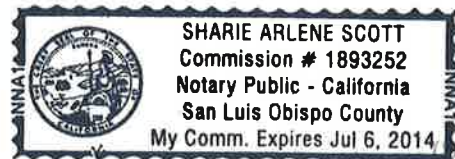
On March 12, 2014, before me, Sharie A. Scott, Notary Public  
(here insert name and title of the officer)

personally appeared Darren Nash 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 Sharie A. Scott



(Seal)

Type of Document: Notice Regarding



RESOLUTION NO. 14-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES  
ACCEPTING A GRANT OF AVIGATION EASEMENT  
(STARKMAN)

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WHEREAS, the City has received a Grant of Avigation Easement from Linda Starkman covering the Paso Robles Horse Park property located at the south end of Hughes Parkway, north of Highway 46E.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council accept the Grant of Avigation Easement provided by Linda Starkman for the property within the Paso Robles Horse Park located at the south end of Hughes Parkway, north of Highway 46E and authorize its execution and recordation.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 6<sup>th</sup> day of May, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Duane Picanco, Mayor

ATTEST:

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Caryn Jackson, Deputy City Clerk