



Planning Commission Meeting 7-21-21, item 4 Dry Creek Lands

Dave Wardall <davidwardall@gmail.com>
To: Tom McCleary <tmacmc@aol.com>
Cc: Planning Department <planning@amadorgov.org>

Wed, Sep 15, 2021 at 4:50 PM

Tom-

Please send to: planning@amadorgov.org

My recommended message is below.

Dave

RE: Planning Commission Meeting on September 21, 2021, Agenda Item 4

Item 4: Request for Tentative Parcel Map 2897, which proposes to divide ±6,409 acres into four ±40 acre parcels with one ±6249 acre remainder. (APN's: 005-050-012, 005-050-011, 005-020-024, 005-030-005, 005-060-015, 005-040-005, 005-020-016, 005-030-004, 005-040-004, and 005-030-001) Applicant: Dry Creek Lands, LLC

The Eagle's Nest Airport and HOA have met with the project proponent and expressed concern over one 40-acre parcel one mile off the south end of the airport, on runway centerline.

We have agreed to support the project as the project proponent has agreed to provide an Avigation Easement as a mitigating offset to the location of the property near the airport.

Accordingly, We are asking the Planning Department to add a condition for approval that the attached easement be recorded with the County Recorder's Office prior to completing the parcel split.

This applies only to one 40 acre parcel 1-mile southeast of the airport.

If you have questions. Please call me.

Tom McCleary, Aviation Safety Officer

Eagle's Nest Airport

109-245-6808

2 attachments

2021-09-10 Eagles Nest Easement v.2.doc
31K

Untitled attachment 00143.htm
6K

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Thomas M. Swett, Esq.
BURTON & SWETT
47 Main Street
Sutter Creek, CA 95685

The undersigned hereby declares:
Documentary Transfer Tax is \$0 per R&T Code § 11911
(Interest worth less than \$100.)

APNs:

NOT EXEMPT from Gov. Code § 27388.1

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

EASEMENT GRANT DEED

1. Dry Creek Lands, LLC, a Delaware limited liability company (Grantor) is the owner of certain real property located in the unincorporated area of Amador County, California, hereinafter referred to as the "Servient Tenement." The legal description of the Servient Tenement is attached hereto as Exhibit A, which is incorporated herein by this reference.

2. Eagle's Nest Estates Owners Association, also known as Eagle's Nest Estates, ("Grantee) is the owner of certain real property situated in the unincorporated area of Amador County, California, hereinafter referred to as the "Dominant Tenement". Grantee operates Eagle's Nest Airport, also known as Eagle's Nest Estates Airport, ("Airport") on the Dominant Tenement. The legal description of the Dominant Tenement is attached hereto as Exhibit B, which is incorporated herein by this reference.

3. Grantor hereby grants to Grantee a perpetual, nonexclusive easement as set forth herein, which is appurtenant to the Dominant Tenement.

4. The Easement granted is the continuing, perpetual right to cause or allow upon the Servient Tenement such imposition of light, smoke, air currents, electronic transmissions, noise, vibrations, fumes, dust, fuel particles, other emissions, and other effects as may be caused by or result from the lawful operation of the Airport, including but not limited to take-off, approach and landing of aircraft; it being understood and agreed that Grantee has and intends to maintain and develop the Dominant Tenement in such a manner that said airport and the easement granted herein will be used at all times by every type of aircraft. The term "aircraft" is defined for the purposes of this easement as any contrivance used for navigation or flight in the air or space.

5. The easement granted herein does not apply to the air space less than 500 feet above ground level nor does it permit operations such as aerobatics, sky diving, or air racing of the land described in Exhibit A. Nothing in this easement shall be construed as or an offer of dedication or the creation of a right in favor of the public or any party other than Grantee or Grantees invited guests.

6. This easement runs with the land under California Civil Code section 1468. The benefits and burdens created by this instrument apply to and bind the parties' successors, heirs and assigns.

7. In the event that either party commences legal action arising out of the operations allowed by this easement or a breach of this easement's terms, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs.

GRANTOR:

Date: _____ Sign: _____
Name: William B. Bunce
Title: Authorized Agent

GRANTEE:

Date: _____ Sign: _____
Name:
Title:

On Aug 26, 2021, at 2:35 PM, Dave Wardall <davidwardall@gmail.com> wrote:

Thanks Tom for the Draft Easement.

There are a few minor changes:

- On a hot summer day, a loaded airplane near gross weight will have a rate of climb of around 400 feet/minute. At a climb out speed of 90 knots that is 1.5 miles gaining 400 feet from take-off.
- The entire airport is a recreational open land use airport (Williamson Act); our liability insurance is through the recreational airport association. This is why we removed recreational.
- The hold harmless paragraph is providing you a blank check if anyone contests the easement. We have never had a complaint from several properties that we have Avigation Easements on.
I would have a tough time getting this past the other members of the Board of Directors. Can this paragraph be omitted?

Thanks!

David Wardall

From: Thomas Swett <tomswett@me.com>
Sent: Thursday, August 26, 2021 10:47 AM
To: Dave Wardall <davidwardall@gmail.com>
Subject: Re: Sample easement

Dave:

Here is the version that I think we worked out a while ago. Does this work?

Tom

<Dry Creek Lands, LLC, draft Easement, Wardall comments 1.pdf>