**RECORDING REQUESTED BY**
**SAN LUIS OBISPO COUNTY**

**WHEN RECORDED, RETURN TO:**

**Director of Planning and Building**
**County Government Center**
**San Luis Obispo, California 93408**
**ATTN: Development Review**

**APN(S): 076-371-025, 076-371-031**
**PROJECT NO: DRC2012-00030**

# GRANT OF AVIGATION EASEMENT

**No Fee Document**
**(Public Entity Grantee, Government Code Section 27383)**

**For a valuable consideration, receipt of which is hereby acknowledged, Corral de Piedra Land Company, a California Corporation, hereinafter referred to as "Grantor(s)", HEREBY GRANT(S) TO the County of San Luis Obispo, a political subdivision of the State of California, hereinafter referred to as "County", 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 *San Luis Obispo County Regional Airport*, situated in the County of San Luis Obispo, State of California, hereinafter referred to as "Airport", which parcel of real property is described as follows:**

**As shown in Exhibit A, attached hereto and incorporated herein as though set forth in full.**

**Said parcel of real property described above is delineated on the map attached hereto as *Exhibit B* and incorporated by reference herein as though set forth in full.**

***(Continued following page)***

STATE OF ~~CALIFORNIA~~ Texas )
) SS
COUNTY OF ~~SAN LUIS OBISPO~~ Montgomery )

(SEAL)

DENISE BACHMEYER
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
04-28-2014

On this 7th day of March, in the year 2013, before me, Denise Bachmeyer, Notary Public, personally appeared Steven Bouck and Patrick Shea, 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.

Denise Bachmeyer, Notary Public

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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 County 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 County, 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 County, 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 County, 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 County for ingress to, egress from, and passage on or over said real property of Grantor(s) for above purposes. County shall exercise said right of ingress and egress only after County gives Grantor(s) twenty-four (24) hours notice of County's intent to enter Grantor(s)' property. County shall not be precluded from exercising its right of ingress and egress by the failure of Grantor(s) to receive notice if County 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 at and/or taking off from the Airport such that immediate action is necessary, County 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, light, 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 significant to persons residing and/or working on this real property.

6. The continuing and perpetual right of the County to allow aircraft flight and ground operations at said Airport at all times.

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

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The easement granted herein and all rights appertaining thereto are granted unto the County, 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 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 real property shall be the servient tenement and the Airport shall be the dominant tenement.

Dated: 3/7/2013

GRANTORS:

Corral de Piedra Land Company, a California Corporation

By: _____ By: _____

Its: President Its: Secretary

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**EXHIBIT A**
**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:** APN 076-371-025

Parcel A of Parcel Map No. CO-75-434, according to map recorded October 18, 1976 in Book 21 at page 17 of Parcel Maps, in the Office of the County Recorder of said County.

Excepting therefrom Beginning at the Southwest corner of said Parcel A, said point of beginning being the intersection of the Northwesterly existing right-of-way line of Santa Fe Road and the Westerly line of Parcel A; thence along the Westerly line of Parcel A, North 34° 58' 36" West, 88.33 feet; thence leaving said Westerly parcel line, South 89° 54' 28" East, 185.62 feet to a point on the Easterly line of said Parcel A; thence along the Easterly line of Parcel A, South 18° 33' 56" East, 11.09 feet to a point on existing Northerly right-of-way of Santa Fe Road, said point being on the curve of the existing right-of-way and having a radial bearing of South 13° 02' 36" East; thence along said right-of-way curve to the left having a radius of 400.00 feet, a central angle of 21° 50' 40" and a length of 152.50 feet to the true point of beginning.

**PARCEL 2:** APN 076-371-031

Parcel 2 of Parcel Map No. COAL-76-101, according to map recorded October 8, 1976 in Book 21 at page 6 of Parcel Maps, in the Office of the County Recorder of said County.

Excepting therefrom Beginning at the Northeast corner of said Parcel 2, said point of beginning being the intersection of the North line of Parcel 2 and the West right-of-way of Santa Fe Road; thence along the West right-of-way line of Santa Fe Road, South 00° 04' 57" West, 238.82 feet; thence leaving the West right-of-way line of Santa Fe Road, North 54° 58' 08" West, 418.94 feet to a point on the North line of said Parcel 2; thence along the North line of Parcel 2, South 89° 43' 18" East, 343.40 feet to the true point of beginning.

APN: 076-371-025 and 031

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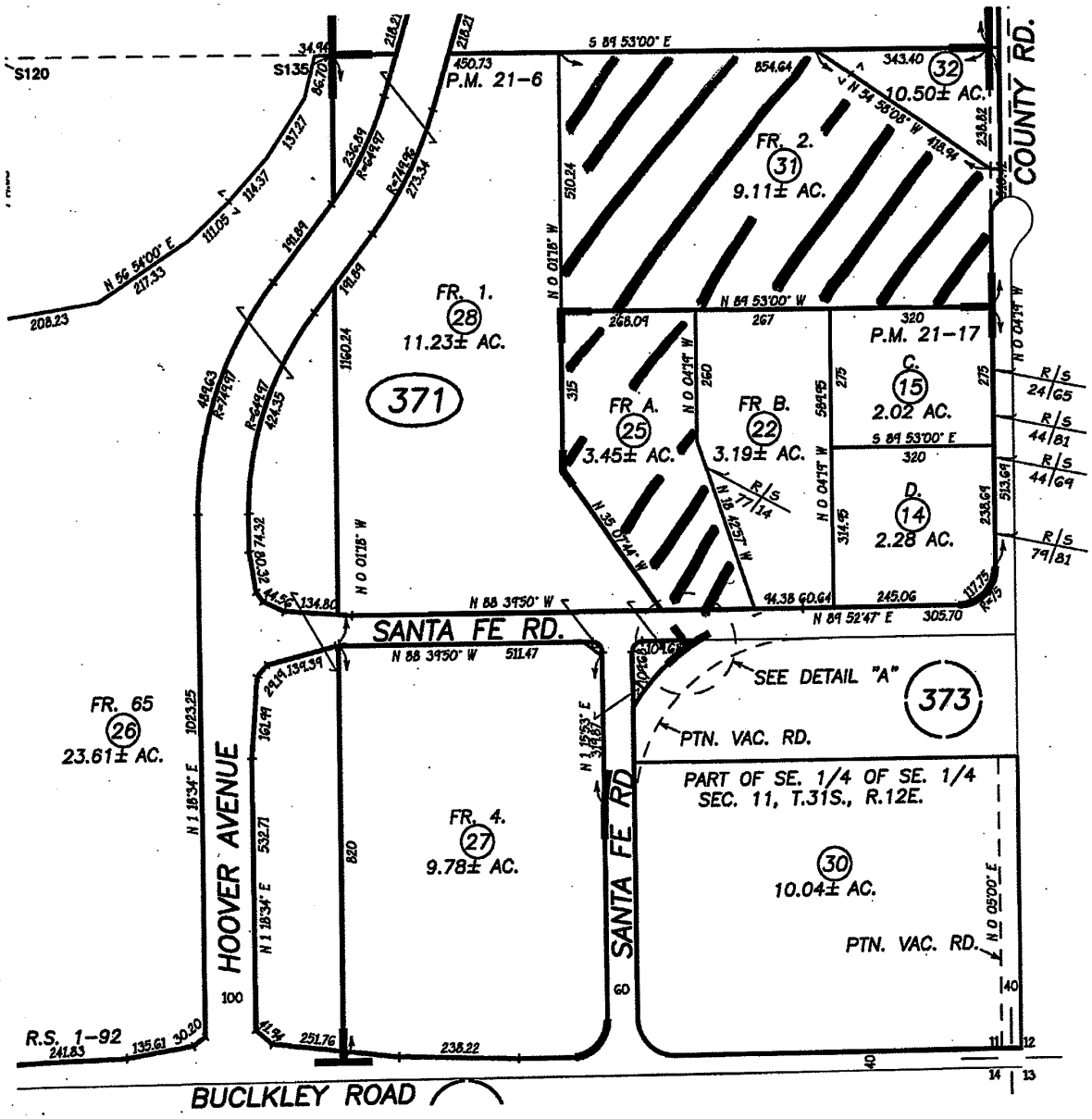
**EXHIBIT B**
**MAP**