



APN(S): 044-401-042

PROJECT NO: SUB2013-00072/COAL14-0022

**GRANT OF AVIGATION EASEMENT**

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IT IS AGREED by Grantor(s) they he/they shall not hereafter erect, enlarge or grow, or permit the erection, enlargement or growth of, or permit 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 the 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 overflying 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 Grantors 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 the County, at Grantors sole cost and expense, to mark and light, as obstruction 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 emission, 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 property 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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**GRANT OF AVIGATION 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 provision hereof shall remain in full force and effect and shall no way be affected, impaired or invalidated in any way.

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: 7-24-15

GRANTOR:

Greengate Farms Edna Valley, LLC, a  
California Limited Liability Company

By: 

Its: \_\_\_\_\_

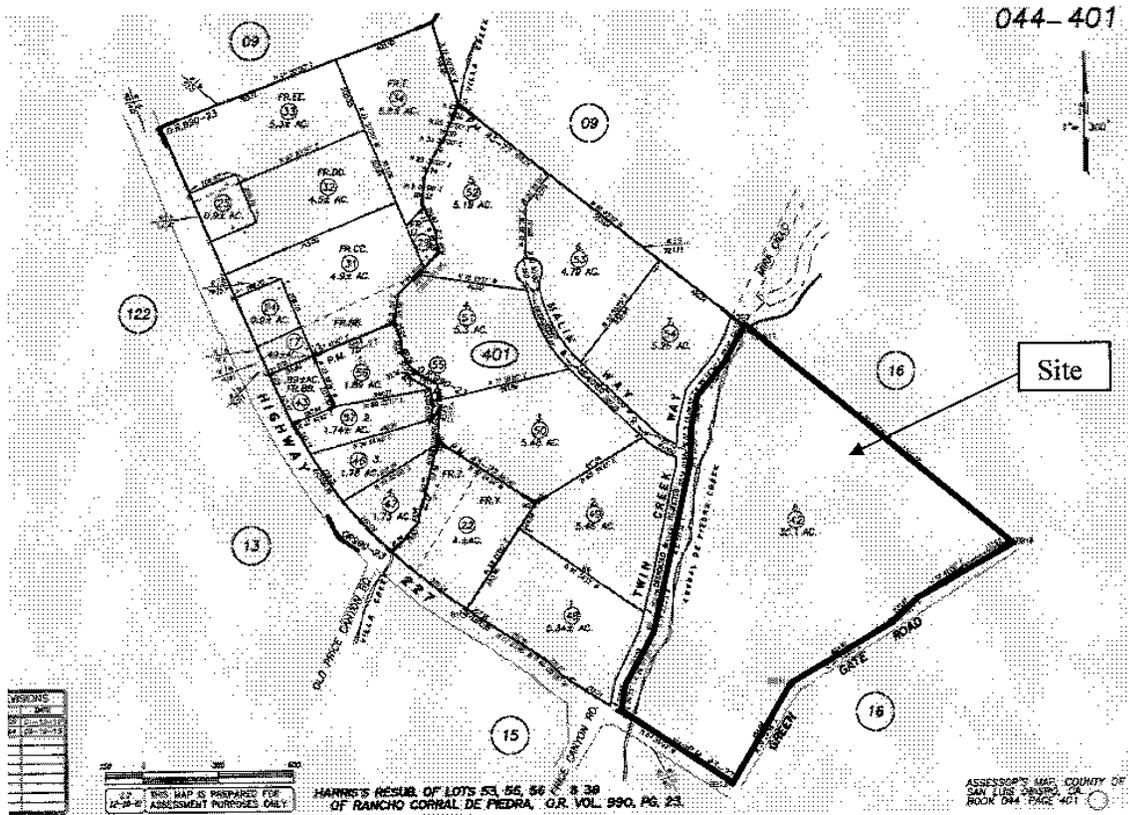
By: \_\_\_\_\_

Its: \_\_\_\_\_

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**EXHIBIT B**

Map



**REQUESTED BY:**

County of San Luis Obispo

**AND WHEN RECORDED MAIL TO:**

Director of Planning and Building  
County of San Luis Obispo  
County Government Center, Room 300  
San Luis Obispo, CA 93408

APN: 044-401-042

**CONSENT OF LIENHOLDER**

The undersigned, beneficiary under that certain Deed of Trust dated December 11, 2012, recorded December 24, 2012 as Document No. 2012-075695, of the Official Records of the County Recorder of the County of San Luis Obispo, State of California, does hereby consent to each and all the terms and provisions of the Grant of Avigation Easement executed by Greengate Farms Edna Valley, LLC, a California Limited Liability Company, solely as Lienholder, and hereby agrees that in the event of a foreclosure of said mortgage, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sold subject to said Grant of Avigation Easement.

SIGNED AND EXECUTED this 16<sup>th</sup> day of July, 2015.

**BENEFICIARY**

Farm Credit West, FLCA

By: 

Its: AVP/Loan officer

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

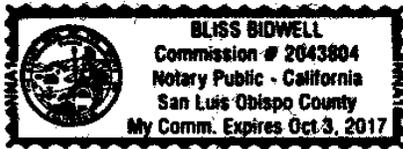
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Luis Obispo )  
On July 16, 2015 before me, Bliss Bidwell, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Ross Tenhaeff  
Name(s) of Signer(s)

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 Bliss Bidwell  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

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Legal Description

PARCEL A: (A PORTION OF APN 044-161-010) (CERTIFICATE OF COMPLIANCE 2012-048701)

THAT PORTION OF LOT 53 OF THE RANCHOS CORRAL DE PIEDRA, PISMO AND BOLSA DE CHEMISAL, SUBDIVIDED BY JAS T. STRATTON, C.E., SEPTEMBER 1873, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP FILED FOR RECORD IN BOOK A, PAGE 65 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE MARKED B.B.8 ON THE SOUTHWESTERLY LINE OF LOT 51 OF JAMES T. STRATTONS SUBDIVISION OF PARTS OF RANCHOS CORRAL DE PIEDRA, PISMO AND BOLSA DE CHEMISAL, SAID STAKE BEING DISTANT NORTH  $43 \frac{1}{4}^{\circ}$  WEST, 4.30 CHAINS FROM STAKE S.300 OF THE ABOVE SUBDIVISION; THENCE ALONG THE LINE BETWEEN LOTS 51 AND 53 OF THE ABOVE SUBDIVISIONS NORTH  $43 \frac{1}{4}^{\circ}$  WEST, 21.03 CHAINS TO STAKE S.301, FROM WHICH A WILLOW 12 INCHES IN DIAMETER BEARS NORTH  $50^{\circ}$  WEST, 31 LINKS DISTANT AND A WILLOW 10 INCHES IN DIAMETER BEARS NORTH  $6 \frac{3}{4}^{\circ}$  WEST, 35 LINKS DISTANT, AND AT 21.2 CHAINS INTERSECTS CENTER OF CORRAL DE PIEDRA CREEK; THENCE DOWN THE CENTER LINE OF CORRAL DE PIEDRA CREEK ON THE FOLLOWING COURSES: SOUTH  $65 \frac{1}{4}^{\circ}$  WEST, 0.80 CHAINS; SOUTH  $80^{\circ}$  WEST, 0.94 CHAINS; SOUTH  $47 \frac{1}{4}^{\circ}$  WEST, 1.00 CHAINS; SOUTH  $69 \frac{3}{4}^{\circ}$  WEST, 1.24 CHAINS; SOUTH  $53^{\circ}$  WEST, 1.72 CHAINS; SOUTH  $46^{\circ}$  WEST, 1.50 CHAINS; SOUTH  $73^{\circ}$  WEST, 0.72 CHAINS; SOUTH  $85 \frac{3}{4}^{\circ}$  WEST, 1.00 CHAINS; SOUTH  $71^{\circ}$  WEST, 0.80 CHAINS; SOUTH  $17 \frac{3}{4}^{\circ}$  WEST, 3.43 CHAINS; SOUTH  $21^{\circ}$  WEST, 0.55 CHAINS; THENCE LEAVING THE CENTER LINE OF THE CORRAL DE PIEDRA CREEK SOUTH  $43 \frac{1}{4}^{\circ}$  EAST, 16 LINKS TO STAKE B.B.16, FROM WHICH A WILLOW 18 INCHES IN DIAMETER BEARS SOUTH  $61^{\circ}$  WEST, 41 LINKS DISTANT AND AT 21.85 CHAINS TO STAKE B.B.15 ON THE NORTHWESTERLY LINE OF A ROAD 30 FEET WIDE; THENCE RUNNING ALONG THE WESTERLY AND NORTHERLY LINE OF SAID ROAD ON THE FOLLOWING COURSES AND DISTANCES: NORTH  $64 \frac{1}{4}^{\circ}$  EAST, 5.02 CHAINS TO STAKE B.B.5; THENCE SOUTH  $89 \frac{1}{2}^{\circ}$  EAST, 4.82 CHAINS TO STAKE B.B.3; THENCE NORTH  $38 \frac{1}{2}^{\circ}$  EAST, 3.88 CHAINS TO STAKE B.B.1; THENCE NORTH  $43 \frac{1}{4}^{\circ}$  WEST, 4.08 CHAINS TO STAKE B.B.7; THENCE NORTH  $46 \frac{3}{4}^{\circ}$  EAST, 0.45 CHAINS TO STAKE B.B.8 THE POINT OF BEGINNING.

PARCEL B: (A PORTION OF APN 044-161-010) (CERTIFICATE OF COMPLIANCE 2012-048700)

ALL THAT PART OF LOT 53 OF THE RANCHOS CORRAL DE PIEDRA, PISMO AND BOLSA DE CHEMISAL, SUBDIVIDED BY JAS T. STRATTON, C.E., SEPTEMBER 1873, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP FILED FOR RECORD IN BOOK A, PAGE 65 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE MARKED B.B.15 AT THE SOUTH CORNER OF A TRACT OF LAND CONVEYED BY JOHN C. COLEMAN AND PERSIS H. COLEMAN, HIS WIFE, AND EDWARD COLEMAN TO THOMAS BARRETT, BY DEED DATED SEPTEMBER 21, 1903 AND RECORDED IN BOOK 61, PAGE 611 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN LUIS OBISPO COUNTY WHICH SAID STAKE IS IN THE WESTERLY LINE OF PRIVATE ROAD 30 FEET WIDE, AND RUNNING THENCE ON SAID ROAD LINE SOUTH  $64 \frac{1}{4}^{\circ}$  WEST, 5.50 CHAINS TO STAKE B.B.9; SOUTH  $57 \frac{3}{4}^{\circ}$  WEST, 1.00 CHAIN TO STAKE B.B.18; THENCE LEAVING THE ROAD LINE NORTH  $49 \frac{3}{4}^{\circ}$  WEST, 19.82 CHAINS TO A WILLOW 16 INCHES IN DIAMETER MARKED NO. 3 B.T. AT THE SOUTH CORNER OF THE LANDS OF D. MITCHELL; THENCE ALONG THE LINE OF MITCHELL LAND NORTH  $32^{\circ}$  EAST, 1 CHAINS; NORTH  $61 \frac{1}{2}^{\circ}$  EAST, 3.23 CHAINS; NORTH  $27 \frac{1}{2}^{\circ}$  EAST, 4.31 CHAINS; NORTH  $44 \frac{3}{4}^{\circ}$  EAST 42 LINKS TO A POINT FROM WHICH STAKE B.B.16 IN THE SOUTHERLY LINE OF THE FIRST BEFORE NAMED TRACT BEARS SOUTH  $43 \frac{1}{4}^{\circ}$  EAST, 67 LINKS DISTANT; THENCE LEAVING THE LINE OF MITCHELL SOUTH  $43 \frac{1}{4}^{\circ}$  EAST, 22.36 CHAINS TO THE POINT OF BEGINNING.

PARCEL C: (APN 044-401-042)

PARCEL 8 OF PARCEL MAP NO. COAL-86-327 IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED AUGUST 2, 1988 IN BOOK 43, PAGE 77 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM A PORTION OF SAID LAND LYING WITHIN A PART FORMERLY KNOWN AS LOT BB, V2 OF ALL OILS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, UNDER OR UPON SAID LAND, AS RESERVED BY JOHN TIMOTHY CARROLL, ET AL., IN DEED RECORDED NOVEMBER 3, 1960 IN BOOK 1091, PAGE 509 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM A PORTION OF SAID LAND LYING WITHIN A PART FORMERLY KNOWN AS LOTS BB AND CC, 50% INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS IN, ON OR UNDER SAID LAND, AS RESERVED BY MARGARET ELLEN LEWIS, A MARRIED WOMAN, IN DEED RECORDED JULY 15, 1963 IN BOOK 1250, PAGE 405 OF OFFICIAL RECORDS, SAID DEED COVERING A 1/7TH INTEREST ONLY IN SAID DEED.