

**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: Stephanie Fuhs**

**APN(S): 076-063-003
FILE NO: SUB2012-00043/CO 13-0026**



Grant of Avigation Easement

No Fee Document

(Public Entity Grantee, Government Code Section 27383)

For valuable consideration, receipt of which is hereby acknowledged, Buckley Pacific, LLC a California Limited Liability Company, 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:

Parcel 3 of Parcel Map CO 87-164, in the County of San Luis Obispo, State of California, according to map recorded April 7, 1989 in Book 45, Page 77 of Parcel Maps.

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

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.

On this 19th day of January, in the year 2016, before me, Karen G. Palmer, Notary Public, personally appeared Rudolph C. Bachmann, 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.

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN LUIS OBISPO)

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.



Karen G. Palmer, Notary Public

(SEAL)

GRANT OF AVIGATION EASEMENT

Page 2

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, without limitation, 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 the County, at Grantor's 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 the 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.

GRANT OF AVIGATION EASEMENT

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 in 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: January 19, 2016

GRANTOR:

Buckley Pacific LLC, a California Limited Liability Company

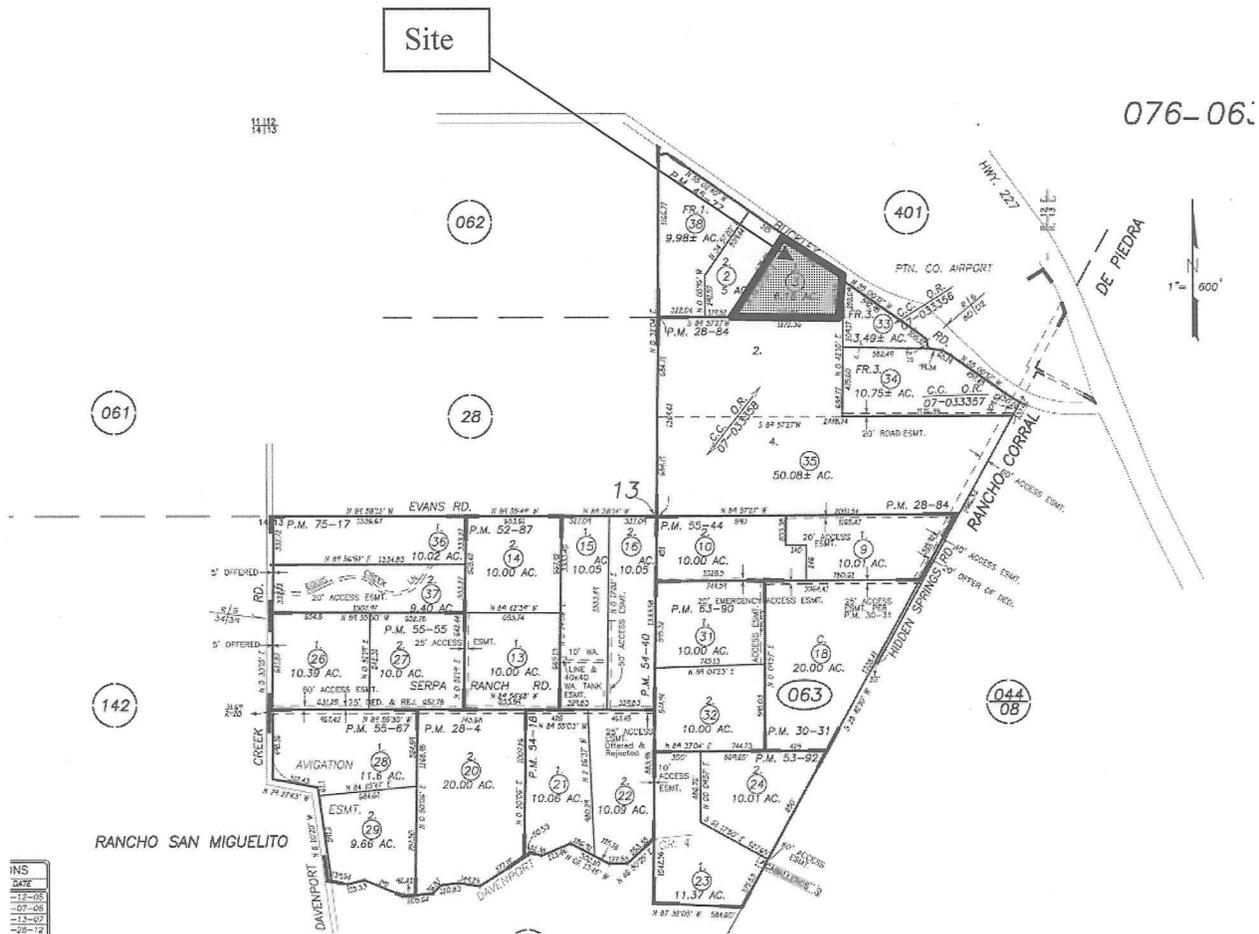
By: R.C.B.

Its: Rudy C. Bachmann

By: _____

Its: _____

EXHIBIT A
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: 076-063-003

CONSENT OF LIENHOLDER

The undersigned, beneficiary under that certain Deed of Trust dated December 23, 2015, recorded December 30, 2015 as Document No. 2015-065312, of the Official Records of the County Recorder of the County of San Luis Obispo, State of California; and under that certain Assignment of Rents dated December 23, 2015, recorded December 30, 2015 as Document No. 2015-065313, of the Official Records of the County Recorder of the County of San Luis Obispo, State of California; and under that certain UCC Financing Statement recorded December 31, 2015 as Document No. 2015-065817, of the Official Records of the County Recorder of the County of San Luis Obispo, State of California (collectively, "Securities") does hereby consent to each and all the terms and provisions of the Grant of Avigation Easement executed by Buckley Pacific, LLC, solely as Lienholder, and hereby agrees that in the event of a foreclosure of any or all of the above-described Securities, or other sale of the property described in said Securities under judicial or non-judicial proceedings, the same shall be sold subject to said Grant of Avigation Easement.

SIGNED AND EXECUTED this 29th day of January, 2016.

BENEFICIARY

Heritage Oaks Bank

By: 

Its: EVP

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)SS

COUNTY OF San Luis Obispo)

On January 29th, 2016 before me, Blake Rowan, Notary Public, personally appeared

Robert Osterbauer
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 

This area for official notarial seal.

