

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): 004-706-001 (Portion), 004-706-002
FILE NO: SLO City Project



Grant of Avigation Easement

No Fee Document

(Public Entity Grantee, Government Code Section 27383)

For valuable consideration, receipt of which is hereby acknowledged, Righetti Ranch LP, a Delaware Limited Partnership, 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 described in the legal description attached hereto as Exhibit B incorporated by reference herein as though set forth in full.

Said parcel of real property described above is delineated on the map attached hereto as Exhibit A 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.

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



(SEAL)

On this 8th day of July, in the year 2016, before me, L. A. BERTRAND, Notary Public, personally appeared TRAVIS FUENTEZ & DANTE ANSELMO, 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.

L. A. Bertrand, Notary Public

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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: _____

GRANTOR:

Righetti Ranch LP, a Delaware Limited Partnership

By: see attached page

By: _____

Its: for signatures

Its: _____

SIGNATURE PAGE TO AVIGATION EASEMENT

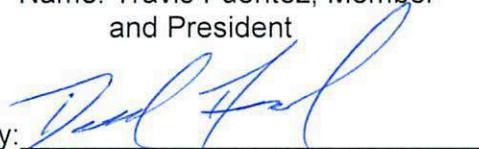
Righetti Ranch, LP, a Delaware limited partnership

By: NRE Manager, LLC, a Delaware limited liability company, its General Partner

By: Ambient Righetti Manager, LLC, a California limited liability company, General Partner

By: 

Name: Travis Fuentez, Member and President

By: 

Name: Dante Anselmo, Member And Vice President

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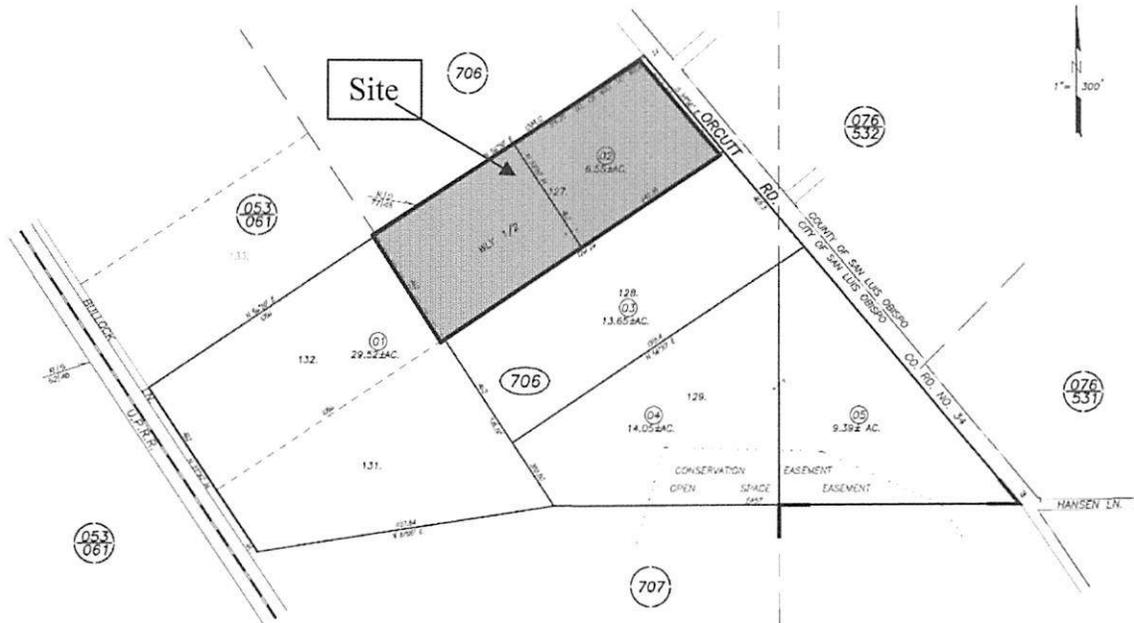
EXHIBIT A

Map



004-706

033-25
076-487



REVISIONS	
LC	DATE
12-127	01-11-13

150' 0 300' 600'

THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY.

SAN LUIS OBISPO SUBURBAN TRACT, R.S. Bk. 1, Pg. 92.

CITY OF SAN LUIS OBISPO
 ASSESSOR'S MAP COUNTY OF
 SAN LUIS OBISPO, CA
 BOOK 004 PAGE 706

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PROJECT NO: SLO City Project

EXHIBIT B
Legal Description

Parcel A: (A.P.N.: Portion of 004-706-001) **R.R.,LP**

Lot 127 of the San Luis Obispo Suburban Tract, in the City of San Luis Obispo, County of San Luis Obispo, State of California, according to map in Book 1 at Page 92 of Record of Surveys, recorded February 7, 1906 in the office of the County Recorder of said County.

Except the Easterly half of said Lot 127 as conveyed to F.P. Hottle by deed recorded November 26, 1906 in Book 73 at Page 173 of Deeds, records of said County.

Parcel B: (A.P.N.: 004-706-002)

The Easterly one-half of Lot 127 of the San Luis Obispo Suburban Tract, in the City of San Luis Obispo, County of San Luis Obispo, State of California, according to map filed in the Office of the County Recorder of said County on February 6, 1906 in Book 1, Page 92 of Record of Surveys, said Easterly one-half being described by metes and bounds as follows:

Beginning at the most Northerly corner of said Lot; thence South 39° 56' East (record bearing South 40° East), 465.30 feet along the Southwesterly side of the Orcutt Road to the most Easterly corner of said Lot;
thence South 56° 30' West 643.35 feet along the Southeasterly line of said lot to a point;
thence North 33°30' West 462.00 feet to a point in the Northwesterly line of said Lot;
thence North 56° 30' East along said lot line 591.25 feet to the point of beginning.

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: 004-706-001 (Portion) and 004-706-002

CONSENT OF LIENHOLDER

The undersigned, beneficiary under that certain Deed of Trust dated February 4, 2016, recorded February 5, 2016, as Instrument No. 2016-005478 and that certain UCC Financing Statement recorded February 5, 2016 as Instrument No. 2016-005481, of the Official Records of the County Recorder of the County of San Luis Obispo, State of California and Lender under that document entitled Optionor's Estoppel, Consent and Recognition Agreement dated February 4, 2016, recorded February 5, 2016, as Instrument No. 2016-005479 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 ("Avigation Easement") executed by Righetti Ranch LP, a Delaware Limited Partnership 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 the Avigation Easement under judicial or non-judicial proceedings, the same shall be sold subject to the Avigation Easement.

SIGNED AND EXECUTED this 11th day of July, 20 16.

BENEFICIARY/LENDER

ECP CAL LLC, a Delaware Limited Liability Company

By: [Signature]
Its: Vice President

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.

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

Jonathan Breen
Notary Public-Connecticut
My Commission Expires
June 30, 2017

(SEAL)

On this 11th day of July, in the year 20 16, before me, Michael House Jonathan Breen Notary Public, personally appeared Michael House, 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]

Faint, illegible text, likely the main body of the document or a list of items.

Handwritten signature or initials.

Handwritten signature or initials.

