

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): 076-532-039
FILE NO: SUB2014-00043



Grant of Avigation Easement

No Fee Document

(Public Entity Grantee, Government Code Section 27383)

For Valuable consideration, receipt of which is hereby acknowledged, Phillip Kissel and Janice Kissel, Trustees of the Kissel Family Trust dated June 6, 2003, 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:

See Exhibit "A" attached.

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.

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)
Maryland) SS
COUNTY OF ~~SAN LUIS OBISPO~~)
Frederick)



On this 19 day of February, in the year 2016, before me, Betty Early, Notary Public, personally appeared Gwen R Smalley, 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.

Betty Early, Notary Public

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.

GRANT OF AVIGATION EASEMENT

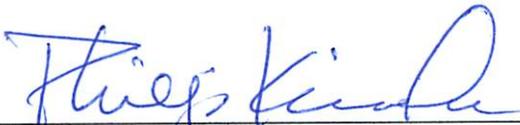
The easement granted herein and all rights appertaining thereto are granted unto the County, its successors and assigns, until said Airport shall be abandoned and ceased to be used for airport purposes.

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 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: 8-8-16

GRANTOR:



Phillip Kissel, Trustee of the Kissel Family Trust
dated June 6, 2003



Janice Kissel, Trustee of the Kissel Family Trust
dated June 6, 2003

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Aug. 8, 2016 before me, Lisa M. Irot, Notary Public, personally appeared Phillip Kissel and Janice Kissel

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 Lisa M. Irot



**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

APN(S): 076-532-039
PROJECT NO: SUB2014-00043

EXHIBIT A
Legal Description

Lot 7 and a portion of Lot 5 of Tract 681 of the map recorded in Book 10 at Page 94 of Maps, in the County of San Luis Obispo, State of California, more particularly described as follows:

Beginning at a found 1/2" Rebar "PE 21807" on the southerly right of way of Sequoia Drive and the line common of said Lot 5 and Lot 7 of said Tract 681; thence southwesterly along the line between said Lot 5 and Lot 7, South 50°41'13" West a distance of 105.15 feet to an angle point in said line; thence continuing along said line South 56°53'19" West a distance of 423.53 feet; thence leaving said line North 42°15'35" West a distance of 322.81 feet to a point on the westerly line of said Lot 5, said point being on the easterly right of way of Tiburon Way and being on the arc of a 2975.00 foot radius curve concave easterly from which point the radius point bears South 44°59'06" East; thence southwesterly along said curve through a central angle of 02°30'16" an arc distance of 130.04 feet to a tangent reverse curve concave westerly and having a radius of 3025.00 feet; thence southwesterly along said curve through a central angle of 00°48'58" an arc distance of 43.08 feet to the northwest corner of Lot 6 of said Tract 681; thence southeasterly along the northerly line of said Lot 6 South 41°33'55" East a distance of 638.82 feet to the northeast corner of said Lot 6 said point being on the westerly right of way of Calle Crotalo and being the beginning of a 3025.00 foot radius curve concave easterly from which point the radius point bears South 35°46'46" East; thence northeasterly along said curve through a central angle of 03°23'23" an arc distance of 178.97 feet to a tangent reverse curve concave westerly and having a radius of 3475.00 feet; thence northeasterly along said curve through a central angle of 07°53'17" an arc distance of 478.42 feet to the beginning of a tangent curve concave westerly and having a radius of 20.00 feet; thence northeasterly, westerly and northwesterly along said curve through a central angle of 83°50'24" an arc distance of 29.27 feet to the beginning of a tangent curve concave southwesterly and having a radius of 3475.00 feet; thence northwesterly along said curve through a central angle of 05°11'43" an arc distance of 315.09 feet to the point of beginning.

APN: 076-532-039

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: 076-532-039

CONSENT OF LIENHOLDER

The undersigned, beneficiary under that certain Deed of Trust dated January 22, 2013, recorded January 30, 2013 as Document No. 2013-005919, 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 Phillip Kissel and Janice Kissel, Trustees of the Kissel Family Trust dated June 6, 2003, 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 19th day of February, 20 16

BENEFICIARY

Wells Fargo Bank N.A.

By: Gwen K Smalley
Gwen K Smalley

Its: Vice President Loan Documentation