

**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): 076-062-034 and -045  
FILE NO: SUB2013-00019/COAL13-0074**



**Grant of Avigation Easement**

**No Fee Document**

**(Public Entity Grantee, Government Code Section 27383)**

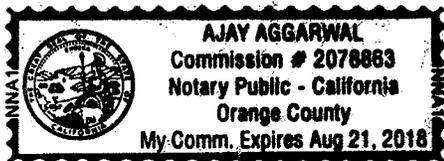
For Valuable consideration, receipt of which is hereby acknowledged, Buttonwood Properties, LLC, a California Limited Liability Company, hereinafter referred to as "Grantor(s)", HEREBY GRANT(S) TO the County of San Luis Obispo, a political subdivision of the State of California, hereinafter referred 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:

As described in the legal description attached hereto as Exhibit A 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 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 )  
 ) SS  
COUNTY OF SAN LUIS OBISPO )



(SEAL)

On this 14 day of SEPTEMBER, in the year 2016, before me, AJAY AGGARWAL, Notary Public, personally appeared BARBARA B ABBOTT, 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.

Ajay Aggarwal, 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.

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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: 9/14/2014

GRANTOR:

Buttonwood Properties, LLC, a California Limited Liability Company

By: Barbara P. [Signature]

Its: Managing Member

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

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

APN(S): 076-062-034 and -045

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**GRANT OF AVIGATION EASEMENT**

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Dated: September 16, 2014

GRANTOR:

Buttonwood Properties, LLC, a California Limited Liability Company

By: Carl B Oliveira

Its: Managing Member

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

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

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~~ Colorado

County of ~~San Luis Obispo~~ Jefferson

On September 16, 16, before me, Tami S. Pomeroy FSR

Date

Name and Title of the Officer

personally appeared, Carol Oliveira

Name 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

*Tami S. Pomeroy*

Signature of Notary Public

Place Notary Seal Above

**TAMI S. POMEROY**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID #20044024446  
MY COMMISSION EXPIRES 02/28/2017

APN(S): 076-062-034 and -045

PROJECT NO: SUB2013-00019/COAL13-0074

**EXHIBIT A**

Legal Description

Parcel A: (A.P.N.: 076-062-034)

Parcel 1 of Parcel Map No. CO-75-198, in the County of San Luis Obispo, State of California, according to the map recorded September 30, 1975, in Book 18, Page 35 of Parcel Maps, in the Office of the County Recorder of said County.

Parcel A1:

An easement for pipe lines and incidental purposes over and along a strip of land in the Northwest quarter of Section 13, Township 31 South, Range 12 East, Mount Diablo Base and Meridian, according to the official plat of the survey of said land approved by the Surveyor General on November 21, 1867 lying 5 feet on either side of the following described center line:

Commencing at the Northwest corner of Section 13; thence South 0° 26' West along the West line of said Section 1285.82 feet to the Southwest corner of the land conveyed to Frank R. Correia, et ux., by deed dated May 25, 1959 and recorded July 14, 1959 in Book 1011, Page 229 of Official Records; thence South 89° 55' 30" East along the South line of the land so conveyed, 912.74 feet to the Southeast corner thereof and the Southwest corner of the land conveyed to Louis S. Mello, et ux., by deed dated Islay 26, 1959 and recorded July 14, 1959 in Book 1011, Page 206 of Official Records; thence South 89° 55' 30" East along the South line of the land so conveyed 584.05 feet to the true point of beginning of the description of said center line; thence North 610.06 feet to the North line of the property conveyed to Mello, as aforesaid.

EXCEPTING from said Grant of Easement all that part of said easement lying South of the Northerly line of the Well Site shown on Parcel 2 of Parcel Map CO-01-0509 recorded in Book 60, Page 19 of Parcel Maps.

The side lines of said easement to be lengthened or shortened as necessary to cause said side lines to terminate in the Northeasterly line of the well site shown Parcel 2 of said Parcel Map.

Parcel B: (A.P.N.: 076-062-045)

That portion of the Northwest Quarter of Section 13, Township 31 South, Range 12 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat of the survey of said lands approved by the Surveyor General on November 21, 1867 described as follows:

Commencing at the Northwest corner of said Section;

thence North 89° 58' 30" East 1295.51 feet and South 0° 01' 30" East 20.00 feet to the Northwest corner of the parcel of land shown on the map recorded April 22, 1959 in Book 9, Page 63 of Record of Surveys and the true point of beginning;

thence North 89° 58' 30" East along the North Line of the parcel of land so shown, 430 feet to the Northwest corner of the property conveyed to Charles R. Trulock, et ux., by deed dated May 26, 1960 and recorded June 30, 1960 in Book 1072, Page 21 of Official Records;

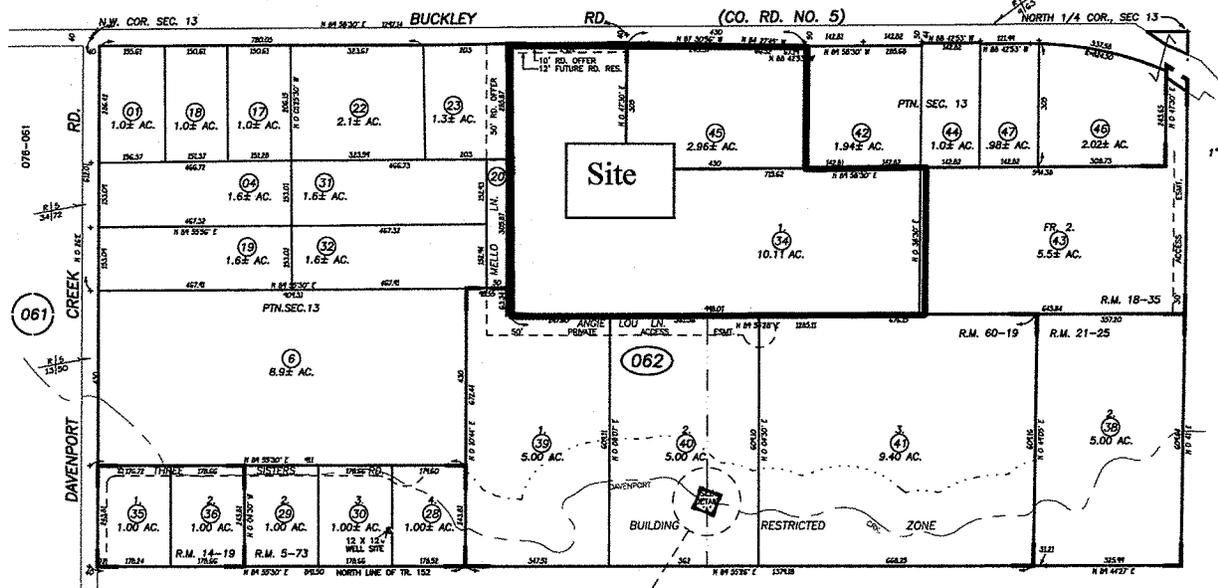
thence south 0°47'30" West along the Westerly Line of the property so conveyed 305 feet to the Southwest corner thereof, said corner also being on the Northerly line of the property conveyed to Herman R. Noll, et ux., by deed dated January 20, 1960 and recorded April 26, 1960 in Book 1061, Page 285 of Official Records;

thence South 89° 58' 30" West along said Northerly line 430 feet;

thence North 0° 47' 30" East 305 feet to the true point of beginning.

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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: 076-062-034 and -045

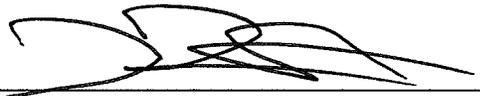
**CONSENT OF LIENHOLDER**

The undersigned, beneficiary under that certain Deed of Trust dated October 24, 2014, recorded November 10, 2014, as Instrument No. 2014-047679, 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 Buttonwood Properties, LLC, a California Limited Liability Company, solely as Lienholder, and hereby agrees that in the event of a foreclosure of said deed of trust, or other sale of said property described in said deed of trust under judicial or non-judicial proceedings, the same shall be sold subject to said Grant of Avigation Easement.

SIGNED AND EXECUTED this 14 day of September, 2016.

**BENEFICIARY**

U.S. Bank National Association

By: 

Its: Vice President - Client Manager

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

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

## ACKNOWLEDGMENT

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 Orange

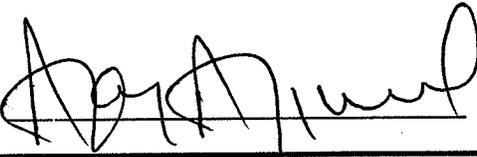
On SEPTEMBER 14, 2016 before me, Ajay Aggarwal (Notary Public)  
(insert name and title of the officer)

personally appeared KENNETH J. SEGIM  
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



(Seal)

