

RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME: Board of Supervisors  
MAILING ADDRESS: 330 Fair Lane Court  
CITY, STATE, ZIP: Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

### AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and Kenneth Blomsterberg & Rosalind Blomsterberg, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

### RECITALS

**WHEREAS**, pursuant to the requirements of Section 65302.3 of the Government Code of the State of California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El Dorado County Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Airport Land Commission had adopted the Cameron Park Airport Comprehensive Land Use Plan; and,

**WHEREAS**, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 083-281-15 (Building Permit # 178073) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

**WHEREAS**, the Parcel lies within airport safety zone 2&3 as shown on the Comprehensive Land Use Plan of the Cameron Park Airport (hereinafter "Airport");

### AGREEMENT AND GRANT OF EASEMENT

**NOW, THEREFORE**, Grantor, on behalf of itself, its successors and assigns, for and in consideration of the determination by County that Grantor is in compliance with Section 17.38.062 of the El Dorado County Ordinance Code, does hereby grant to the County, its successors and assigns, for the benefit of the public, a perpetual avigation and noise easement, and makes warranties as follows:

1. The easement granted herein shall be for the free and unobstructed passage and flight of aircraft in, through, over, and across the airspace over said Parcel by County, its successors, assignees and their licensees and permittees, and by the public.

2. The rights herein granted shall include the right to overfly the Parcel and to allow, make and emit noise, light, vibrations, fumes, exhaust, smoke, air currents, dust, fuel particles and communications signals, including any inherent radio, television and other electromagnetic interferences, and all other effects as may be inherent to the operation of aircraft using said airspace or landing at, taking off from, or operating on the Airport, subject to the following limitation. The rights granted herein shall be applicable to aircraft of

any and all kinds now known or hereafter invented, used or designed for navigation or flight in the air; provided, that such aircraft shall be of a class, size and category operationally compatible with the Airport, and that the level and nature of the use are consistent with general civil aviation use of the Airport in its configuration at the time of this grant, or with such improvements as may be reasonably foreseeable at the time of this grant, so that nothing in this paragraph is intended to abrogate the doctrine of "overburdening" of easements as defined by statutory and common law.

3. For and on behalf of itself, its successors and assigns, Grantor hereby covenants with County for the direct benefit of the real property constituting the Airport that neither Grantor nor its successors in interest or assigns shall hereafter construct or install, or permit the construction or installation, of any structure or object, or allow the growth of any tree or other vegetation over forty (40) feet in height, except with prior written consent of County or its designee. Grantor warrants and agrees that Grantor will comply with the forty (40) foot height limitation set forth herein and in Section 17.28.040 of the El Dorado County Ordinance Code, regardless of any amendment of Section 17.28.040 or any other section of the El Dorado County Ordinance Code that otherwise may increase the permissible height limitation applicable.

4. In addition to any other rights the County may have to enforce compliance with the height restrictions contained in paragraph 3, above, by Grantor, its successors and assigns, County, its successors and assigns, after thirty (30) days written notice to Grantor, its successors or assigns, shall have the right to remove any structure or object in excess of the forty (40) foot height limitation (or such portion of a structure or object as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable), and shall have the right to cut or remove any vegetation exceeding forty (40) feet in height (or such portion as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable) if such vegetation is determined by the County to constitute a hazard or obstruction to aerial navigation, violates any law or regulation, including, but not limited to, regulations of the Federal Aviation Administration, or otherwise interferes with the exercise of rights granted herein. County, its successors and assigns, are granted the right of ingress to, egress from, and passage over the Parcel for the foregoing purposes. No notice shall be required if it is determined by the County or its designee that the structure, object or vegetation constitutes an immediate threat to safety. Removal of any structure or vegetation not in compliance with the terms of this easement shall be at the expense of Grantor.

5. Grantor warrants and agrees that Grantor will refrain from any action or use of the Parcel that creates any electrical interference with radio communications between any installation at the Airport and aircraft. Grantor warrants that Grantor will refrain from erecting any structure or fixture which constitutes a barrier to pilots seeking to distinguish between airport lights and other lights or which impairs the visibility of the airport in such a manner as to endanger the landing, takeoff or maneuverability of aircraft seeking to land at, or take off from the Airport. County agrees that Grantor shall not be in violation of this warranty unless Grantor shall have been given express written notice by County, or County's assignees, of any breach of this warranty and that Grantor shall have a reasonable time within which to remedy the breach. Unless otherwise stated in the notice, thirty (30) days shall be deemed a reasonable time within which to remedy the breach. If the Grantor fails to cure the breach within the reasonable period of time after notice, County, its successors or assigns, shall have the same rights of access over and upon the Parcel for the purpose of curing such breach as are set forth in paragraph 4, above, and such cure shall be at the expense of Grantor. Advance notice shall not be required if it is determined by County that the breach constitutes an immediate threat to safety.

6. All covenants, conditions and warranties contained in this instrument are made and entered into for the benefit of County on behalf of the Airport and the public. These promises, covenants, conditions and warranties shall run with the Parcel, described and identified on Exhibit A, attached, and bind Grantor's heirs, administrators, executors, successors and assigns to the maximum extent permitted by law.

7(a). Grantor, on behalf of itself, its successors and assigns, hereby releases, waives, discharges and relinquishes, any and all claims, actions, causes of action, demands and liabilities of any nature whatsoever, which the Grantor now has or which may hereafter accrue, against the County, its officers, employees, and board or commission members, arising in any manner out of the operation of the Airport, the exercise of any rights granted under this easement or any aviation activities associated in any way with the Airport, except as provided in Section 7(b), below. Types of claims, actions, causes of action, demands and liabilities released, waived, discharged and relinquished herein include, but are not limited to, claims for property damage, bodily injury, personal injury, nuisance, trespass, conversion of property and inverse condemnation. The release, waiver and relinquishment contained in this paragraph shall be effective whether or not the claim or action arises out of conduct which is within or exceeds the rights granted by this easement, and whether or not the conduct is in compliance with the terms of this easement.

It is understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain Claims Not Affected By General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7(b). In the event that the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply in cases where the alleged harm or liability is caused by an act or omission of the County of El Dorado or an employee thereof constituting gross negligence, recklessness or willfulness; provided, that this Section 7(b) is not intended, in any event, to except from the release and waiver contained in Section 7(a) claims such as inverse condemnation and nuisance where the acts complained of are the exercise of rights granted under this easement.

In addition, if the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply to any action seeking injunctive relief based on allegations of any violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other alleged violation of law governing the conduct of the County in the operation and maintenance of the Airport; provided, that no claim for monetary damages or any monetary award may be maintained in any such action unless the standard of gross negligence, recklessness or willfulness set out above is satisfied.

8. Nothing in this easement shall be construed to preclude Grantor, or Grantor's heirs, successors or assigns, from bringing a cause of action against any pilot, fixed base operator, manufacturer, maintenance entity or any person (other than the County of El Dorado and its officers, board and commission members) for an act or omission which constitutes a violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other act, omission or breach of duty of ordinary care otherwise cognizable under the laws of the State of California.

9. Grantor agrees to defend at its own cost, hold harmless and indemnify County from any liability arising out of Grantor's failure to comply with the terms of this easement.

10. This easement and the warranties made a part hereof shall continue in effect until the Airport shall be permanently abandoned and shall cease to be used for public airport purposes.

11. County may assign all or any portion of the rights herein to any special district heretofore or hereafter formed for the purpose of operating the Airport, or to any other public entity which assumes responsibility for such operation; provided, however, that both Sections 7(a) and 7(b) shall be applicable with respect to any such public entity assignee. In addition, the terms and limitations contained in Sections 7(a), 7(b) and 8 shall remain in effect and binding as between Grantor, its heirs and successors, and County, its officers, employees and board and commission members notwithstanding any assignment of rights herein.

For Grantor(s):

For the County of El Dorado

By: Kenneth N. Blomsterberg

By: [Signature]

Print: KENNETH NEILS BLOMSTERBERG

Print: [Signature]

By: Rosalind Blomsterberg

Print: ROSALINDE BLOMSTERBERG

ATTEST:

STATE OF CALIFORNIA )

), ss.

County of El Dorado )

On December 8, 2006, before me, Greg Clevenger, Notary Public, personally appeared Kenneth N. Blomsterberg and Rosalind E. Blomsterberg personally known to me or 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.

WITNESS my hand and official seal.



[Signature]  
CALIFORNIA  
Notary Public in and for said State



RECORDING REQUESTED BY:

Old Republic Title Company

ORDER #: 2121008124-KZ

APN #: 083-261-15-10

WHEN RECORDED MAIL TO

Kenneth N. Blomsterberg & Rosalind E. Blomsterberg  
3203 Sudbury Road  
Cameron Park, CA 95682



El Dorado, County Recorder  
William Schultz Co Recorder Office  
DOC- 2006-0086635-00

Recd 5-OLD REPUBLIC TITLE CO

Monday, DEC 18, 2006 14:44:41

Ttl Pd \$10.00

Nbr-0000937124

CLG/C1/1-2

SPACE ABOVE THIS LINE FOR RECORDERS USE

### Grant Deed

PCOS  
FILED

The undersigned grantor(s) declare(s):

Documentary transfer tax is  R & T Code out of Trust, 11925

computed on full value of property conveyed, or

computed on full value less of liens and encumbrances remaining at time of sale.

Unincorporated area:  City of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Kenneth N. Blomsterberg and Rosalind E. Blomsterberg, Trustee(s) of The Kenneth N. Blomsterberg and Rosalind E. Blomsterberg Family Trust established November 9, 2005

hereby GRANT(S) to

Kenneth N. Blomsterberg and Rosalind E. Blomsterberg, husband and wife as joint tenants

that property in Unincorporated area of El Dorado County, State of California, described as follows:  
See "Exhibit A" attached hereto and made a part hereof.

Mail Tax Statements to Grantee at address above

Date December 07, 2006

State of CA

County of SACRAMENTO

On Dec 8, 2006 before me,

GREG CLEVINGER, NOTARY PUBLIC

a Notary Public in and for said State, personally appeared

KENNETH N. BLOMSTERBERG & ROSALIND E. BLOMSTERBERG

personally known to me (or 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.

*Kenneth N. Blomsterberg*  
Kenneth N. Blomsterberg, Trustee

*Rosalind E. Blomsterberg*  
Rosalind E. Blomsterberg, Trustee



WITNESS my hand and official seal

Signature *Greg Clevenger*

Name GREG CLEVINGER  
(typed or printed)

FTGIS-140 6/94

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

086635

ORDER NO. : 2121008124-KZ

**EXHIBIT A**

The land referred to is situated in the unincorporated area of the County of El Dorado, State of California, and is described as follows:

Lot 138, Map of "Cameron Park Unit No. 6", filed May 15, 1967, in Map Book "D" at Page 80, El Dorado County Records.

APN: 083-261-15-100

WHEN RECORDED, RETURN TO  
THE BOARD OF SUPERVISORS  
EL DORADO COUNTY

CERTIFICATE  
OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated December 8, 2006, from Kenneth Blomsterberg and Rosalind Blomsterberg, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 1, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 1st day of May 2007

COUNTY OF EL DORADO

By

\_\_\_\_\_  
Chairman  
Board of Supervisors

ATTEST:

CINDY KECK  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME: Board of Supervisors  
MAILING ADDRESS: 330 Fair Lane Court  
CITY, STATE, ZIP: Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

### AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and Burnett Park LLC, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

### RECITALS

**WHEREAS**, pursuant to the requirements of Section 65302.3 of the Government Code of the State of California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El Dorado County Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Airport Land Commission had adopted the Cameron Park Airport Comprehensive Land Use Plan; and,

**WHEREAS**, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 082-531-21 (Building Permit # 170047 170548) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

**WHEREAS**, the Parcel lies within airport safety zone 3 as shown on the Comprehensive Land Use Plan of the Cameron Park Airport (hereinafter "Airport");

### AGREEMENT AND GRANT OF EASEMENT

**NOW, THEREFORE**, Grantor, on behalf of itself, its successors and assigns, for and in consideration of the determination by County that Grantor is in compliance with Section 17.38.062 of the El Dorado County Ordinance Code, does hereby grant to the County, its successors and assigns, for the benefit of the public, a perpetual avigation and noise easement, and makes warranties as follows:

1. The easement granted herein shall be for the free and unobstructed passage and flight of aircraft in, through, over, and across the airspace over said Parcel by County, its successors, assignees and their licensees and permittees, and by the public.
2. The rights herein granted shall include the right to overfly the Parcel and to allow, make and emit noise, light, vibrations, fumes, exhaust, smoke, air currents, dust, fuel particles and communications signals, including any inherent radio, television and other electromagnetic interferences, and all other effects as may be inherent to the operation of aircraft using said airspace or landing at, taking off from, or operating on the Airport, subject to the following limitation. The rights granted herein shall be applicable to aircraft of

any and all kinds now know or hereafter invented, used or designed for navigation or flight in the air; provided, that such aircraft shall be of a class, size and category operationally compatible with the Airport, and that the level and nature of the use are consistent with general civil aviation use of the Airport in its configuration at the time of this grant, or with such improvements as may be reasonably foreseeable at the time of this grant, so that nothing in this paragraph is intended to abrogate the doctrine of "overburdening" of easements as defined by statutory and common law.

3. For and on behalf of itself, its successors and assigns, Grantor hereby covenants with County for the direct benefit of the real property constituting the Airport that neither Grantor nor its successors in interest or assigns shall hereafter construct or install, or permit the construction or installation, of any structure or object, or allow the growth of any tree or other vegetation over forty (40) feet in height, except with prior written consent of County or its designee. Grantor warrants and agrees that Grantor will comply with the forty (40) foot height limitation set forth herein and in Section 17.28.040 of the El Dorado County Ordinance Code, regardless of any amendment of Section 17.28.040 or any other section of the El Dorado County Ordinance Code that otherwise may increase the permissible height limitation applicable.

4. In addition to any other rights the County may have to enforce compliance with the height restrictions contained in paragraph 3, above, by Grantor, its successors and assigns, County, its successors and assigns, after thirty (30) days written notice to Grantor, its successors or assigns, shall have the right to remove any structure or object in excess of the forty (40) foot height limitation (or such portion of a structure or object as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable), and shall have the right to cut or remove any vegetation exceeding forty (40) feet in height (or such portion as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable) if such vegetation is determined by the County to constitute a hazard or obstruction to aerial navigation, violates any law or regulation, including, but not limited to, regulations of the Federal Aviation Administration, or otherwise interferes with the exercise of rights granted herein. County, its successors and assigns, are granted the right of ingress to, egress from, and passage over the Parcel for the foregoing purposes. No notice shall be required if it is determined by the County or its designee that the structure, object or vegetation constitutes an immediate threat to safety. Removal of any structure or vegetation not in compliance with the terms of this easement shall be at the expense of Grantor.

5. Grantor warrants and agrees that Grantor will refrain from any action or use of the Parcel that creates any electrical interference with radio communications between any installation at the Airport and aircraft. Grantor warrants that Grantor will refrain from erecting any structure or fixture which constitutes a barrier to pilots seeking to distinguish between airport lights and other lights or which impairs the visibility of the airport in such a manner as to endanger the landing, takeoff or maneuverability of aircraft seeking to land at, or take off from the Airport. County agrees that Grantor shall not be in violation of this warranty unless Grantor shall have been given express written notice by County, or County's assignees, of any breach of this warranty and that Grantor shall have a reasonable time within which to remedy the breach. Unless otherwise stated in the notice, thirty (30) days shall be deemed a reasonable time within which to remedy the breach. If the Grantor fails to cure the breach within the reasonable period of time after notice, County, its successors or assigns, shall have the same rights of access over and upon the Parcel for the purpose of curing such breach as are set forth in paragraph 4, above, and such cure shall be at the expense of Grantor. Advance notice shall not be required if it is determined by County that the breach constitutes an immediate threat to safety.

6. All covenants, conditions and warranties contained in this instrument are made and entered into for the benefit of County on behalf of the Airport and the public. These promises, covenants, conditions and warranties shall run with the Parcel, described and identified on Exhibit A, attached, and bind Grantor's heirs, administrators, executors, successors and assigns to the maximum extent permitted by law.



7(a). Grantor, on behalf of itself, its successors and assigns, hereby releases, waives, discharges and relinquishes, any and all claims, actions, causes of action, demands and liabilities of any nature whatsoever, which the Grantor now has or which may hereafter accrue, against the County, its officers, employees, and board or commission members, arising in any manner out of the operation of the Airport, the exercise of any rights granted under this easement or any aviation activities associated in any way with the Airport, except as provided in Section 7(b), below. Types of claims, actions, causes of action, demands and liabilities released, waived, discharged and relinquished herein include, but are not limited to, claims for property damage, bodily injury, personal injury, nuisance, trespass, conversion of property and inverse condemnation. The release, waiver and relinquishment contained in this paragraph shall be effective whether or not the claim or action arises out of conduct which is within or exceeds the rights granted by this easement, and whether or not the conduct is in compliance with the terms of this easement.

It is understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain Claims Not Affected By General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7(b). In the event that the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply in cases where the alleged harm or liability is caused by an act or omission of the County of El Dorado or an employee thereof constituting gross negligence, recklessness or willfulness; provided, that this Section 7(b) is not intended, in any event, to except from the release and waiver contained in Section 7(a) claims such as inverse condemnation and nuisance where the acts complained of are the exercise of rights granted under this easement.

In addition, if the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply to any action seeking injunctive relief based on allegations of any violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other alleged violation of law governing the conduct of the County in the operation and maintenance of the Airport; provided, that no claim for monetary damages or any monetary award may be maintained in any such action unless the standard of gross negligence, recklessness or willfulness set out above is satisfied.

8. Nothing in this easement shall be construed to preclude Grantor, or Grantor's heirs, successors or assigns, from bringing a cause of action against any pilot, fixed base operator, manufacturer, maintenance entity or any person (other than the County of El Dorado and its officers, board and commission members) for an act or omission which constitutes a violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other act, omission or breach of duty of ordinary care otherwise cognizable under the laws of the State of California.

9. Grantor agrees to defend at its own cost, hold harmless and indemnify County from any liability arising out of Grantor's failure to comply with the terms of this easement.

10. This easement and the warranties made a part hereof shall continue in effect until the Airport shall be permanently abandoned and shall cease to be used for public airport purposes.

11. County may assign all or any portion of the rights herein to any special district heretofore or hereafter formed for the purpose of operating the Airport, or to any other public entity which assumes responsibility for such operation; provided, however, that both Sections 7(a) and 7(b) shall be applicable with respect to any such public entity assignee. In addition, the terms and limitations contained in Sections 7(a), 7(b) and 8 shall remain in effect and binding as between Grantor, its heirs and successors, and County, its officers, employees and board and commission members notwithstanding any assignment of rights herein.

For Grantor(s):  
By: [Signature]  
Print: Todd E. Leu  
  
By: \_\_\_\_\_  
Print: \_\_\_\_\_

For the County of El Dorado  
By: \_\_\_\_\_  
Print: \_\_\_\_\_

ATTEST:

STATE OF CALIFORNIA     )  
County of El Dorado     )     )ss.

On February 21, 2007, before me, KERRY MILLER, Notary Public, personally appeared TODD E. LEU, personally known to me or 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.

WITNESS my hand and official seal.



[Signature]  
Notary Public in and for said State

RECORDING REQUESTED BY

PLACER TITLE COMPANY

Escrow Number: 202-58780-KM

AND WHEN RECORDED MAIL TO

BURNETT PARK, LLC  
P.O. BOX 5650  
EL DORADO HILLS, CA 95762



El Dorado, County Recorder  
William Schultz Co Recorder Office  
**DOC- 2006-0002511-00**

Acct 8-PLACER TITLE CO  
Thursday, JAN 12, 2006 14:30:00  
Ttl Pd \$13.00 Nbr-0000820613  
CLG/C1/1-3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

PCOS  
FILED

The undersigned grantor(s) declare(s): **\*\*EXEMPT - PURSUANT TO R & T CODE 11911\*\***  
Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00  
 computed on full value of property conveyed, or  
 computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MERLIN LEU AND ANN LEU,  
HUSBAND AND WIFE, AND TODD LEU, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

Hereby GRANT(S) to BURNETT PARK, LLC , A CALIFORNIA LIMITED LIABILITY COMPANY

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO,  
UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

LOT 159, OF CAMERON PARK NORTH UNIT NO. 8, FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY  
OF EL DORADO, STATE OF CALIFORNIA ON JULY 2, 1968, IN BOOK "E" OF MAPS AT PAGE 15.

A.P.N. : 082-531-21-100

Dated: January 09, 2006

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS  
DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

Page 1 of 2 - 1/9/2006

G:\Carz\Deed.doc (7/2002)

002511

SIGNATURE PAGE FOR GRANT DEED

Merlin Leu  
MERLIN LEU

Todd Leu  
TODD LEU

Ann Leu  
ANN LEU

STATE OF CALIFORNIA  
COUNTY OF EL DORADO

On JANUARY 10, 2006, before me, KERRY MILLER, NOTARY PUBLIC personally appeared  
MERLIN LEU AND ANN LEU

personally known to me ~~(or 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

WITNESS my hand and official seal.

Signature: Kerry Miller



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

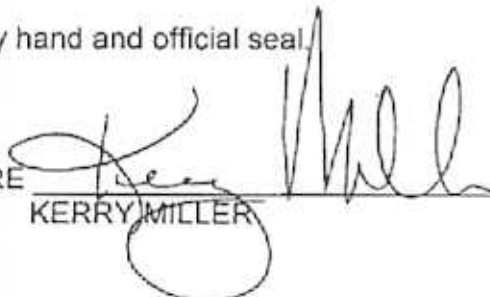
002511

State of California )  
County of EL DORADO ) ss.

On January 11, 2006 before me, KERRY MILLER, Notary Public personally appeared TODD LEU personally known to me (or 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.

Witness my hand and official seal.

SIGNATURE

  
KERRY MILLER



01/12/2006, 20060002511



WHEN RECORDED, RETURN TO  
THE BOARD OF SUPERVISORS  
EL DORADO COUNTY

CERTIFICATE  
OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated February 21, 2007, from Burnett Park, LLC/Todd E. Leu, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 1, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 1st day of May 2007

COUNTY OF EL DORADO

By

\_\_\_\_\_  
Chairman  
Board of Supervisors

ATTEST:

CINDY KECK  
Clerk of the Board of Supervisors

By:

\_\_\_\_\_  
Deputy Clerk

RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME: Board of Supervisors  
MAILING ADDRESS: 330 Fair Lane Court  
CITY, STATE, ZIP: Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

### AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and \_\_\_\_\_ Stephen Scott Stratton \_\_\_\_\_, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

### RECITALS

**WHEREAS**, pursuant to the requirements of Section 65302.3 of the Government Code of the State of California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El Dorado County Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Airport Land Commission had adopted the \_\_\_\_\_ South Lake Tahoe \_\_\_\_\_ Airport Comprehensive Land Use Plan; and,

**WHEREAS**, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number \_\_\_\_\_ 033-831-01 \_\_\_\_\_ (Building Permit # \_\_\_\_\_ 178546 \_\_\_\_\_) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

**WHEREAS**, the Parcel lies within airport safety zone \_\_\_\_\_ 3 \_\_\_\_\_ as shown on the Comprehensive Land Use Plan of the \_\_\_\_\_ South Lake Tahoe \_\_\_\_\_ Airport (hereinafter "Airport");

### AGREEMENT AND GRANT OF EASEMENT

**NOW, THEREFORE**, Grantor, on behalf of itself, its successors and assigns, for and in consideration of the determination by County that Grantor is in compliance with Section 17.38.062 of the El Dorado County Ordinance Code, does hereby grant to the County, its successors and assigns, for the benefit of the public, a perpetual avigation and noise easement, and makes warranties as follows:

1. The easement granted herein shall be for the free and unobstructed passage and flight of aircraft in, through, over, and across the airspace over said Parcel by County, its successors, assignees and their licensees and permittees, and by the public.

2. The rights herein granted shall include the right to overfly the Parcel and to allow, make and emit noise, light, vibrations, fumes, exhaust, smoke, air currents, dust, fuel particles and communications signals, including any inherent radio, television and other electromagnetic interferences, and all other effects as may be inherent to the operation of aircraft using said airspace or landing at, taking off from, or operating on the Airport, subject to the following limitation. The rights granted herein shall be applicable to aircraft of

any and all kinds now known or hereafter invented, used or designed for navigation or flight in the air; provided, that such aircraft shall be of a class, size and category operationally compatible with the Airport, and that the level and nature of the use are consistent with general civil aviation use of the Airport in its configuration at the time of this grant, or with such improvements as may be reasonably foreseeable at the time of this grant, so that nothing in this paragraph is intended to abrogate the doctrine of "overburdening" of easements as defined by statutory and common law.

3. For and on behalf of itself, its successors and assigns, Grantor hereby covenants with County for the direct benefit of the real property constituting the Airport that neither Grantor nor its successors in interest or assigns shall hereafter construct or install, or permit the construction or installation, of any structure or object, or allow the growth of any tree or other vegetation over forty (40) feet in height, except with prior written consent of County or its designee. Grantor warrants and agrees that Grantor will comply with the forty (40) foot height limitation set forth herein and in Section 17.28.040 of the El Dorado County Ordinance Code, regardless of any amendment of Section 17.28.040 or any other section of the El Dorado County Ordinance Code that otherwise may increase the permissible height limitation applicable.

4. In addition to any other rights the County may have to enforce compliance with the height restrictions contained in paragraph 3, above, by Grantor, its successors and assigns, County, its successors and assigns, after thirty (30) days written notice to Grantor, its successors or assigns, shall have the right to remove any structure or object in excess of the forty (40) foot height limitation (or such portion of a structure or object as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable), and shall have the right to cut or remove any vegetation exceeding forty (40) feet in height (or such portion as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable) if such vegetation is determined by the County to constitute a hazard or obstruction to aerial navigation, violates any law or regulation, including, but not limited to, regulations of the Federal Aviation Administration, or otherwise interferes with the exercise of rights granted herein. County, its successors and assigns, are granted the right of ingress to, egress from, and passage over the Parcel for the foregoing purposes. No notice shall be required if it is determined by the County or its designee that the structure, object or vegetation constitutes an immediate threat to safety. Removal of any structure or vegetation not in compliance with the terms of this easement shall be at the expense of Grantor.

5. Grantor warrants and agrees that Grantor will refrain from any action or use of the Parcel that creates any electrical interference with radio communications between any installation at the Airport and aircraft. Grantor warrants that Grantor will refrain from erecting any structure or fixture which constitutes a barrier to pilots seeking to distinguish between airport lights and other lights or which impairs the visibility of the airport in such a manner as to endanger the landing, takeoff or maneuverability of aircraft seeking to land at, or take off from the Airport. County agrees that Grantor shall not be in violation of this warranty unless Grantor shall have been given express written notice by County, or County's assignees, of any breach of this warranty and that Grantor shall have a reasonable time within which to remedy the breach. Unless otherwise stated in the notice, thirty (30) days shall be deemed a reasonable time within which to remedy the breach. If the Grantor fails to cure the breach within the reasonable period of time after notice, County, its successors or assigns, shall have the same rights of access over and upon the Parcel for the purpose of curing such breach as are set forth in paragraph 4, above, and such cure shall be at the expense of Grantor. Advance notice shall not be required if it is determined by County that the breach constitutes an immediate threat to safety.

6. All covenants, conditions and warranties contained in this instrument are made and entered into for the benefit of County on behalf of the Airport and the public. These promises, covenants, conditions and warranties shall run with the Parcel, described and identified on Exhibit A, attached, and bind Grantor's heirs, administrators, executors, successors and assigns to the maximum extent permitted by law.

7(a). Grantor, on behalf of itself, its successors and assigns, hereby releases, waives, discharges and relinquishes, any and all claims, actions, causes of action, demands and liabilities of any nature whatsoever, which the Grantor now has or which may hereafter accrue, against the County, its officers, employees, and board or commission members, arising in any manner out of the operation of the Airport, the exercise of any rights granted under this easement or any aviation activities associated in any way with the Airport, except as provided in Section 7(b), below. Types of claims, actions, causes of action, demands and liabilities released, waived, discharged and relinquished herein include, but are not limited to, claims for property damage, bodily injury, personal injury, nuisance, trespass, conversion of property and inverse condemnation. The release, waiver and relinquishment contained in this paragraph shall be effective whether or not the claim or action arises out of conduct which is within or exceeds the rights granted by this easement, and whether or not the conduct is in compliance with the terms of this easement.

It is understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain Claims Not Affected By General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7(b). In the event that the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply in cases where the alleged harm or liability is caused by an act or omission of the County of El Dorado or an employee thereof constituting gross negligence, recklessness or willfulness; provided, that this Section 7(b) is not intended, in any event, to except from the release and waiver contained in Section 7(a) claims such as inverse condemnation and nuisance where the acts complained of are the exercise of rights granted under this easement.

In addition, if the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply to any action seeking injunctive relief based on allegations of any violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other alleged violation of law governing the conduct of the County in the operation and maintenance of the Airport; provided, that no claim for monetary damages or any monetary award may be maintained in any such action unless the standard of gross negligence, recklessness or willfulness set out above is satisfied.

8. Nothing in this easement shall be construed to preclude Grantor, or Grantor's heirs, successors or assigns, from bringing a cause of action against any pilot, fixed base operator, manufacturer, maintenance entity or any person (other than the County of El Dorado and its officers, board and commission members) for an act or omission which constitutes a violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other act, omission or breach of duty of ordinary care otherwise cognizable under the laws of the State of California.

9. Grantor agrees to defend at its own cost, hold harmless and indemnify County from any liability arising out of Grantor's failure to comply with the terms of this easement.

10. This easement and the warranties made a part hereof shall continue in effect until the Airport shall be permanently abandoned and shall cease to be used for public airport purposes.

11. County may assign all or any portion of the rights herein to any special district heretofore or hereafter formed for the purpose of operating the Airport, or to any other public entity which assumes responsibility for such operation; provided, however, that both Sections 7(a) and 7(b) shall be applicable with respect to any such public entity assignee. In addition, the terms and limitations contained in Sections 7(a), 7(b) and 8 shall remain in effect and binding as between Grantor, its heirs and successors, and County, its officers, employees and board and commission members notwithstanding any assignment of rights herein.

For Grantor(s):  
By: [Signature]  
Print: STEPHEN SCOTT STRATTON

For the County of El Dorado  
By: \_\_\_\_\_  
Print: \_\_\_\_\_

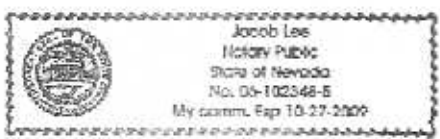
By: \_\_\_\_\_  
Print: \_\_\_\_\_

ATTEST:

STATE OF <sup>NEVADA</sup> ~~CALIFORNIA~~ )  
County of <sup>Douglas</sup> ~~El Dorado~~ ) ss.

On February 7th 2007, before me, Jacob Lee, Notary Public, personally appeared Steven Stratton, personally known to me or 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.

WITNESS my hand and official seal.



[Signature]  
Notary Public in and for said State



RECORDING REQUESTED BY:  
Fidelity National Title Company of California  
Escrow No.: 05-2000920-MA  
Locate No.: CAFNT0909-0909-0008-0002000520  
Title No.: 05-2000920-DP

When Recorded Mail Document  
and Tax Statement To:  
Mr. Stephen Scott Stratton  
P.O. Box 4666  
Stateline, NV 89449



El Dorado, County Recorder  
William Schultz Co Recorder Office  
DOC- 2005-0097031-00

Acct 2-FIDELITY NATL TITLE CO  
Friday, NOV 18, 2005 14:30:00  
Ttl Pd \$587.50 Nbr-0000001247  
CLG/C1/1-2

APN: 033-631-01-100

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

PCOS  
FILED

The undersigned grantor(s) declare(s)  
Documentary transfer tax is \$577.50

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of South Lake Tahoe,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Washington Sand Dollar, LLC, a Washington Limited Liability Company which acquired title as Washington Sand Dollar, LLC, a California foreign Limited Liability Company a.k.a (also known as) Sand Dollar, LLC, a Washington Limited Liability Company

hereby GRANT(S) to Stephen Scott Stratton, ~~a single man~~ an unmarried man

the following described real property in the Unincorporated Area of South Lake Tahoe, County of El Dorado, State of California:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: November 10, 2005

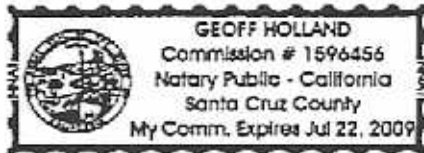
STATE OF CALIFORNIA  
COUNTY OF Santa Cruz  
ON Nov 16, 2005 before me,  
the undersigned Notary Public personally appeared  
Gregory L. Spencer

Washington Sand Dollar, LLC, a Washington Limited Liability Company which acquired title as Washington Sand Dollar, LLC, a California foreign Limited Liability Company a.k.a. (also known as) Sand Dollar, LLC, a Washington Limited Liability Company

By:   
Gregory L. Spencer

personally known to me (or 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.

Witness my hand and official seal.  
Signature



MAIL TAX STATEMENTS AS DIRECTED ABOVE

097031

Escrow No.: 05-2000920-MA  
Locate No.: CAPNT0909-0903-0008-0002000920  
Title No.: 05-2000920-DP

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, OF THE COUNTY OF EL DORADO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lot 94, as said lot is shown on the Official Map of Tahoe Paradise Addition Unit No. 1 filed in the office of the Recorder of El Dorado County on July 15, 1965, in Map Book D, Map No. 42.

Excepting therefrom all oil, gas and other hydrocarbons and all minerals of whatever kind or nature, together with the right to recover the same; provided however, that such recovery shall only be by means of slant drilling or by mine shaft mining below a depth of 100 feet from the surface

11/18/2005, 20050097031

Initials: \_\_\_\_\_



WHEN RECORDED, RETURN TO  
THE BOARD OF SUPERVISORS  
EL DORADO COUNTY

CERTIFICATE  
OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated February 7, 2007, from Stephen Scott Stratton, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 1, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 1st day of May 2007

COUNTY OF EL DORADO

By

\_\_\_\_\_  
Chairman  
Board of Supervisors

ATTEST:

CINDY KECK  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING DEPARTMENT

WHEN RECORDED, RETURN TO:

NAME: El Dorado County Planning Dept.  
MAILING ADDRESS: 2850 Fairlane Court  
CITY, STATE, ZIP: Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

### AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2007, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County", and Strohm Construction, Inc., hereinafter "Grantor", pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

### RECITALS

**WHEREAS**, pursuant to the requirements of Section 65302.3 of the Government Code of the State of California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El Dorado County Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Airport Land Commission had adopted the South Lake Tahoe Airport Comprehensive Land Use Plan; and,

**WHEREAS**, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 033-874-03 (Building Permit # 175883) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

**WHEREAS**, the Parcel lies within airport safety zone 3 as shown on the Comprehensive Land Use Plan of the South Lake Tahoe Airport (hereinafter "Airport");

### AGREEMENT AND GRANT OF EASEMENT

**NOW, THEREFORE**, Grantor, on behalf of itself, its successors and assigns, for and in consideration of the determination by County that Grantor is in compliance with Section 17.38.062 of the El Dorado County Ordinance Code, does hereby grant to the County, its successors and assigns, for the benefit of the public, a perpetual avigation and noise easement, and makes warranties as follows:

1. The easement granted herein shall be for the free and unobstructed passage and flight of aircraft in, through, over, and across the airspace over said Parcel by County, its successors, assignees and their licensees and permittees, and by the public.
2. The rights herein granted shall include the right to overfly the Parcel and to allow, make and emit noise, light, vibrations, fumes, exhaust, smoke, air currents, dust, fuel particles and communications signals, including any inherent radio, television and other electromagnetic interferences, and all other effects as may be inherent to the operation of aircraft using said airspace or landing at, taking off from, or operating

on the Airport, subject to the following limitation. The rights granted herein shall be applicable to aircraft of any and all kinds now known or hereafter invented, used or designed for navigation or flight in the air; provided, that such aircraft shall be of a class, size and category operationally compatible with the Airport, and that the level and nature of the use are consistent with general civil aviation use of the Airport in its configuration at the time of this grant, or with such improvements as may be reasonably foreseeable at the time of this grant, so that nothing in this paragraph is intended to abrogate the doctrine of "overburdening" of easements as defined by statutory and common law.

3. For and on behalf of itself, its successors and assigns, Grantor hereby covenants with County for the direct benefit of the real property constituting the Airport that neither Grantor nor its successors in interest or assigns shall hereafter construct or install, or permit the construction or installation, of any structure or object, or allow the growth of any tree or other vegetation over forty (40) feet in height, except with prior written consent of County or its designee. Grantor warrants and agrees that Grantor will comply with the forty (40) foot height limitation set forth herein and in Section 17.28.040 of the El Dorado County Ordinance Code, regardless of any amendment of Section 17.28.040 or any other section of the El Dorado County Ordinance Code that otherwise may increase the permissible height limitation applicable.

4. In addition to any other rights the County may have to enforce compliance with the height restrictions contained in paragraph 3, above, by Grantor, its successors and assigns, County, its successors and assigns, after thirty (30) days written notice to Grantor, its successors or assigns, shall have the right to remove any structure or object in excess of the forty (40) foot height limitation (or such portion of a structure or object as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable), and shall have the right to cut or remove any vegetation exceeding forty (40) feet in height (or such portion as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable) if such vegetation is determined by the County to constitute a hazard or obstruction to aerial navigation, violates any law or regulation, including, but not limited to, regulations of the Federal Aviation Administration, or otherwise interferes with the exercise of rights granted herein. County, its successors and assigns, are granted the right of ingress to, egress from, and passage over the Parcel for the foregoing purposes. No notice shall be required if it is determined by the County or its designee that the structure, object or vegetation constitutes an immediate threat to safety. Removal of any structure or vegetation not in compliance with the terms of this easement shall be at the expense of Grantor.

5. Grantor warrants and agrees that Grantor will refrain from any action or use of the Parcel that creates any electrical interference with radio communications between any installation at the Airport and aircraft. Grantor warrants that Grantor will refrain from erecting any structure or fixture which constitutes a barrier to pilots seeking to distinguish between airport lights and other lights or which impairs the visibility of the airport in such a manner as to endanger the landing, takeoff or maneuverability of aircraft seeking to land at, or take off from the Airport. County agrees that Grantor shall not be in violation of this warranty unless Grantor shall have been given express written notice by County, or County's assignees, of any breach of this warranty and that Grantor shall have a reasonable time within which to remedy the breach. Unless otherwise stated in the notice, thirty (30) days shall be deemed a reasonable time within which to remedy the breach. If the Grantor fails to cure the breach within the reasonable period of time after notice, County, its successors or assigns, shall have the same rights of access over and upon the Parcel for the purpose of curing such breach as are set forth in paragraph 4, above, and such cure shall be at the expense of Grantor. Advance notice shall not be required if it is determined by County that the breach constitutes an immediate threat to safety.



6. All covenants, conditions and warranties contained in this instrument are made and entered into for the benefit of County on behalf of the Airport and the public. These promises, covenants, conditions and warranties shall run with the Parcel, described and identified on Exhibit A, attached, and bind Grantor's heirs, administrators, executors, successors and assigns to the maximum extent permitted by law.

7(a). Grantor, on behalf of itself, its successors and assigns, hereby releases, waives, discharges and relinquishes, any and all claims, actions, causes of action, demands and liabilities of any nature whatsoever, which the Grantor now has or which may hereafter accrue, against the County, its officers, employees, and board or commission members, arising in any manner out of the operation of the Airport, the exercise of any rights granted under this easement or any aviation activities associated in any way with the Airport, except as provided in Section 7(b), below. Types of claims, actions, causes of action, demands and liabilities released, waived, discharged and relinquished herein include, but are not limited to, claims for property damage, bodily injury, personal injury, nuisance, trespass, conversion of property and inverse condemnation. The release, waiver and relinquishment contained in this paragraph shall be effective whether or not the claim or action arises out of conduct which is within or exceeds the rights granted by this easement, and whether or not the conduct is in compliance with the terms of this easement.

It is understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain Claims Not Affected By General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7(b). In the event that the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply in cases where the alleged harm or liability is caused by an act or omission of the County of El Dorado or an employee thereof constituting gross negligence, recklessness or willfulness; provided, that this Section 7(b) is not intended, in any event, to except from the release and waiver contained in Section 7(a) claims such as inverse condemnation and nuisance where the acts complained of are the exercise of rights granted under this easement.

In addition, if the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply to any action seeking injunctive relief based on allegations of any violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other alleged violation of law governing the conduct of the County in the operation and maintenance of the Airport; provided, that no claim for monetary damages or any monetary award may be maintained in any such action unless the standard of gross negligence, recklessness or willfulness set out above is satisfied.

8. Nothing in this easement shall be construed to preclude Grantor, or Grantor's heirs, successors or assigns, from bringing a cause of action against any pilot, fixed base operator, manufacturer, maintenance entity or any person (other than the County of El Dorado and its officers, board and commission members) for an act or omission which constitutes a violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission

(and/or any successor agency) or any other act, omission or breach of duty of ordinary care otherwise cognizable under the laws of the State of California.

9. Grantor agrees to defend at its own cost, hold harmless and indemnify County from any liability arising out of Grantor's failure to comply with the terms of this easement.

10. This easement and the warranties made a part hereof shall continue in effect until the Airport shall be permanently abandoned and shall cease to be used for public airport purposes.

11. County may assign all or any portion of the rights herein to any special district heretofore or hereafter formed for the purpose of operating the Airport, or to any other public entity which assumes responsibility for such operation; provided, however, that both Sections 7(a) and 7(b) shall be applicable with respect to any such public entity assignee. In addition, the terms and limitations contained in Sections 7(a), 7(b) and 8 shall remain in effect and binding as between Grantor, its heirs and successors, and County, its officers, employees and board and commission members notwithstanding any assignment of rights herein.

For Grantor(s):

For the County of El Dorado

By: Chris H. Strohm

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

STROHM CONSTRUCTION CO INC

ATTEST:

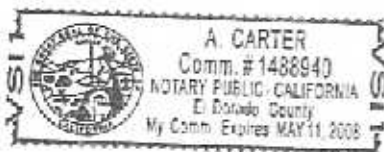
STATE OF CALIFORNIA )

)ss.

County of El Dorado )

On March 5, 2007, before me, A. Carter, Notary Public, personally appeared Chris H. Strohm, personally known to me or 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.

WITNESS my hand and official seal.



A. Carter  
Notary Public in and for said State

RECORDING REQUESTED BY

ORDER # Old Republic Title Company

213200937-BNM

APN 033-874-03-100

WHEN RECORDED MAIL TO



El Dorado, County Recorder  
William Schultz Co Recorder Office

DOC- 2002-0069072-00

Acct 5-OLD REPUBLIC TITLE CO

Tuesday, SEP 17, 2002 08:10:32

Ttl Pd \$37.50

Nbr-0000315517

DJS/C2/1-2

Name Strohm Construction, Inc.  
Street Address 2246 Del Norte Street  
City South Lake Tahoe, CA 96150  
State  
Zip

SPACE ABOVE THIS LINE FOR RECORDEE'S USE

### Grant Deed

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ 27.50

- ( X ) computed on full value of property conveyed, or
- ( ) computed on full value less value of liens and encumbrances remaining at time of sale.
- ( X ) Unincorporated area: ( ) City of \_\_\_\_\_
- ( ) Realty not sold.

PCOS FILED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Mary L. Curley, a Widow

hereby GRANT(S) to Strohm Construction, Inc., a California corporation

that property in El Dorado County, State of California, described as:

\* \* \* See "Exhibit A" attached hereto and made a part hereof. \* \* \*

Mail Tax Statements to Grantee at address above

Date September 12, 2002

*Mary L. Curley*  
Mary L. Curley

STATE OF CALIFORNIA

COUNTY OF EL DORADO

On 9-13-02 before me, the undersigned, a Notary Public in and for said State, personally appeared

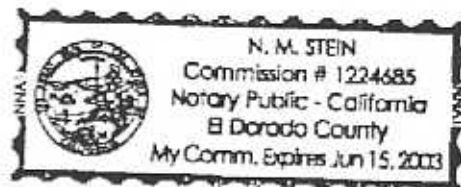
MARY L. CURLEY

personally known to me (or 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.

WITNESS my hand and official seal.

Signature N.M. Stein

Name N.M. STEIN  
(typed or printed)



(This area for official notarial seal)

09/17/2002, 20020069072

Order No. : 213200937-NM

## EXHIBIT "A"

The land referred to is situated in the State of California, County of El Dorado, in the unincorporated area, and is described as follows:

Lot 299, of Tahoe Paradise Addition Unit No. 4, filed November 8, 1967 in Book D, of Maps, at Page 98, El Dorado County Records.

EXCEPTING THEREFROM all oil, gas and hydrocarbon substances and all minerals of whatever kind or nature, together with the right to recover the same, provided, however, that such recovery shall only be by means of slant drilling or by mine shaft mining below a depth of 100 feet from the surface, as reserved by Tahoe Paradise, Inc., in deed recorded June 13, 1971, in Book 1060 of Official Records, at Page 542.

APN: 033-874-03-100

WHEN RECORDED, RETURN TO  
THE BOARD OF SUPERVISORS  
EL DORADO COUNTY

CERTIFICATE  
OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated March 5, 2007, from Strohm Construction/Chris H. Strohm, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 1, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 1st day of May 2007

COUNTY OF EL DORADO

By

\_\_\_\_\_  
Chairman  
Board of Supervisors

ATTEST:

CINDY KECK  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME: Board of Supervisors  
MAILING ADDRESS: 330 Fair Lane Court  
CITY, STATE, ZIP: Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

### AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and James D. Wunsche, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

### RECITALS

WHEREAS, pursuant to the requirements of Section 65302.3 of the Government Code of the State of California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El Dorado County Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Airport Land Commission had adopted the Placerville Airport Comprehensive Land Use Plan; and,

WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 048-280-33 (Building Permit # 175399) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

WHEREAS, the Parcel lies within airport safety zone 3 as shown on the Comprehensive Land Use Plan of the Placerville Airport (hereinafter "Airport");

### AGREEMENT AND GRANT OF EASEMENT

NOW, THEREFORE, Grantor, on behalf of itself, its successors and assigns, for and in consideration of the determination by County that Grantor is in compliance with Section 17.38.062 of the El Dorado County Ordinance Code, does hereby grant to the County, its successors and assigns, for the benefit of the public, a perpetual avigation and noise easement, and makes warranties as follows:

1. The easement granted herein shall be for the free and unobstructed passage and flight of aircraft in, through, over, and across the airspace over said Parcel by County, its successors, assignees and their licensees and permittees, and by the public.

2. The rights herein granted shall include the right to overfly the Parcel and to allow, make and emit noise, light, vibrations, fumes, exhaust, smoke, air currents, dust, fuel particles and communications signals, including any inherent radio, television and other electromagnetic interferences, and all other effects as may be inherent to the operation of aircraft using said airspace or landing at, taking off from, or operating on the Airport, subject to the following limitation. The rights granted herein shall be applicable to aircraft of



any and all kinds now known or hereafter invented, used or designed for navigation or flight in the air; provided, that such aircraft shall be of a class, size and category operationally compatible with the Airport, and that the level and nature of the use are consistent with general civil aviation use of the Airport in its configuration at the time of this grant, or with such improvements as may be reasonably foreseeable at the time of this grant, so that nothing in this paragraph is intended to abrogate the doctrine of "overburdening" of easements as defined by statutory and common law.

3. For and on behalf of itself, its successors and assigns, Grantor hereby covenants with County for the direct benefit of the real property constituting the Airport that neither Grantor nor its successors in interest or assigns shall hereafter construct or install, or permit the construction or installation, of any structure or object, or allow the growth of any tree or other vegetation over forty (40) feet in height, except with prior written consent of County or its designee. Grantor warrants and agrees that Grantor will comply with the forty (40) foot height limitation set forth herein and in Section 17.28.040 of the El Dorado County Ordinance Code, regardless of any amendment of Section 17.28.040 or any other section of the El Dorado County Ordinance Code that otherwise may increase the permissible height limitation applicable.

4. In addition to any other rights the County may have to enforce compliance with the height restrictions contained in paragraph 3, above, by Grantor, its successors and assigns, County, its successors and assigns, after thirty (30) days written notice to Grantor, its successors or assigns, shall have the right to remove any structure or object in excess of the forty (40) foot height limitation (or such portion of a structure or object as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable), and shall have the right to cut or remove any vegetation exceeding forty (40) feet in height (or such portion as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable) if such vegetation is determined by the County to constitute a hazard or obstruction to aerial navigation, violates any law or regulation, including, but not limited to, regulations of the Federal Aviation Administration, or otherwise interferes with the exercise of rights granted herein. County, its successors and assigns, are granted the right of ingress to, egress from, and passage over the Parcel for the foregoing purposes. No notice shall be required if it is determined by the County or its designee that the structure, object or vegetation constitutes an immediate threat to safety. Removal of any structure or vegetation not in compliance with the terms of this easement shall be at the expense of Grantor.

5. Grantor warrants and agrees that Grantor will refrain from any action or use of the Parcel that creates any electrical interference with radio communications between any installation at the Airport and aircraft. Grantor warrants that Grantor will refrain from erecting any structure or fixture which constitutes a barrier to pilots seeking to distinguish between airport lights and other lights or which impairs the visibility of the airport in such a manner as to endanger the landing, takeoff or maneuverability of aircraft seeking to land at, or take off from the Airport. County agrees that Grantor shall not be in violation of this warranty unless Grantor shall have been given express written notice by County, or County's assignees, of any breach of this warranty and that Grantor shall have a reasonable time within which to remedy the breach. Unless otherwise stated in the notice, thirty (30) days shall be deemed a reasonable time within which to remedy the breach. If the Grantor fails to cure the breach within the reasonable period of time after notice, County, its successors or assigns, shall have the same rights of access over and upon the Parcel for the purpose of curing such breach as are set forth in paragraph 4, above, and such cure shall be at the expense of Grantor. Advance notice shall not be required if it is determined by County that the breach constitutes an immediate threat to safety.

6. All covenants, conditions and warranties contained in this instrument are made and entered into for the benefit of County on behalf of the Airport and the public. These promises, covenants, conditions and warranties shall run with the Parcel, described and identified on Exhibit A, attached, and bind Grantor's heirs, administrators, executors, successors and assigns to the maximum extent permitted by law.

7(a). Grantor, on behalf of itself, its successors and assigns, hereby releases, waives, discharges and relinquishes, any and all claims, actions, causes of action, demands and liabilities of any nature whatsoever, which the Grantor now has or which may hereafter accrue, against the County, its officers, employees, and board or commission members, arising in any manner out of the operation of the Airport, the exercise of any rights granted under this easement or any aviation activities associated in any way with the Airport, except as provided in Section 7(b), below. Types of claims, actions, causes of action, demands and liabilities released, waived, discharged and relinquished herein include, but are not limited to, claims for property damage, bodily injury, personal injury, nuisance, trespass, conversion of property and inverse condemnation. The release, waiver and relinquishment contained in this paragraph shall be effective whether or not the claim or action arises out of conduct which is within or exceeds the rights granted by this easement, and whether or not the conduct is in compliance with the terms of this easement.

It is understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain Claims Not Affected By General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7(b). In the event that the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply in cases where the alleged harm or liability is caused by an act or omission of the County of El Dorado or an employee thereof constituting gross negligence, recklessness or willfulness; provided, that this Section 7(b) is not intended, in any event, to except from the release and waiver contained in Section 7(a) claims such as inverse condemnation and nuisance where the acts complained of are the exercise of rights granted under this easement.

In addition, if the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply to any action seeking injunctive relief based on allegations of any violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other alleged violation of law governing the conduct of the County in the operation and maintenance of the Airport; provided, that no claim for monetary damages or any monetary award may be maintained in any such action unless the standard of gross negligence, recklessness or willfulness set out above is satisfied.

8. Nothing in this easement shall be construed to preclude Grantor, or Grantor's heirs, successors or assigns, from bringing a cause of action against any pilot, fixed base operator, manufacturer, maintenance entity or any person (other than the County of El Dorado and its officers, board and commission members) for an act or omission which constitutes a violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other act, omission or breach of duty of ordinary care otherwise cognizable under the laws of the State of California.

9. Grantor agrees to defend at its own cost, hold harmless and indemnify County from any liability arising out of Grantor's failure to comply with the terms of this easement.

10. This easement and the warranties made a part hereof shall continue in effect until the Airport shall be permanently abandoned and shall cease to be used for public airport purposes.

11. County may assign all or any portion of the rights herein to any special district heretofore or hereafter formed for the purpose of operating the Airport, or to any other public entity which assumes responsibility for such operation; provided, however, that both Sections 7(a) and 7(b) shall be applicable with respect to any such public entity assignee. In addition, the terms and limitations contained in Sections 7(a), 7(b) and 8 shall remain in effect and binding as between Grantor, its heirs and successors, and County, its officers, employees and board and commission members notwithstanding any assignment of rights herein.

For Grantor(s):

Print:

By: JAMES WUNSCHEL

By:

Print: James Wunschel

For the County of El Dorado

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

Print: \_\_\_\_\_

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

Print: \_\_\_\_\_

ATTEST:

STATE OF CALIFORNIA )

)ss.

County of El Dorado )

On January 18 2007, before me, Briana Lerza, Notary Public, personally appeared James Wunschel, personally known to me or 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.

WITNESS my hand and official seal.



Briana Lerza

Notary Public in and for said State

RECORDING REQUESTED BY

Placer Title Company

Escrow Number: 201-34461-BK

AND WHEN RECORDED MAIL TO

JAMES O. WUNSCHEL AND DONNA WUNSCHEL  
2240 BLEND O'GREEN WAY  
PLACERVILLE, CA 95667



El Dorado, County Recorder  
William Schultz Co Recorder Office  
DOC- 2002-0101633-00

Acct 6-PLACER TITLE CO

Monday, DEC 23, 2002 08:00:00

Ttl Pd \$175.00

Nbr-0000357858

JLF/C2/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$165.00 City Transfer Tax: \$0.00

(X) computed on full value of property conveyed, or

( ) computed on full value less value of liens and encumbrances remaining at time of sale.

PCOS  
FILED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, EL DORADO MUSEUMS  
FOUNDATION, A PUBLIC BENEFIT CORPORATION

Heroby GRANT(S) to JAMES O. WUNSCHEL AND DONNA WUNSCHEL , HUSBAND AND WIFE, AS JOINT  
TENANTS

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO,  
UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B. & M., MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, FROM WHICH THE QUARTER-SECTION CORNER COMMON TO SECTION 10 AND 11  
BEARS THE FOLLOWING 5 COURSES AND DISTANCES: NORTH 58 DEGREES 19 MINUTES 37 SECONDS EAST  
199.08 FEET; NORTH 61 DEGREES 34 MINUTES 15 SECONDS EAST 127.07 FEET; NORTH 61 DEGREES 27  
MINUTES 04 SECONDS EAST 51.23 FEET; NORTH 84 DEGREES 44 MINUTES 40 SECONDS EAST 260.06 FEET;  
AND NORTH 00 DEGREES 38 MINUTES WEST 167.73 FEET. THENCE FROM SAID POINT OF BEGINNING NORTH  
29 DEGREES 29 MINUTES WEST 571.98 FEET; SOUTH 26 DEGREES 17 MINUTES WEST 187.10 FEET; SOUTH 27  
DEGREES 12 MINUTES 24 SECONDS WEST 100.79 FEET; SOUTH 33 DEGREES 16 MINUTES 18 SECONDS WEST  
94.95 FEET; SOUTH 43 DEGREES 52 MINUTES 28 SECONDS WEST 95.37 FEET; SOUTH 21 DEGREES 51  
MINUTES 21 SECONDS WEST 23.61 FEET; SOUTH 8 DEGREES 14 MINUTES 46 SECONDS WEST 48.76 FEET;  
SOUTH 34 DEGREES 01 MINUTE 47 SECONDS WEST 54.41 FEET; SOUTH 21 DEGREES 51 MINUTES 21  
SECONDS WEST 86.65 FEET TO THE NORTHERN BOUNDARY OF NEWTOWN ROAD; THENCE ALONG THE  
NORTHERN BOUNDARY OF NEWTOWN ROAD; NORTH 82 DEGREES 12 MINUTES EAST 106.34 FEET; NORTH 85  
DEGREES 57 MINUTES 30 SECONDS EAST 98.46 FEET; NORTH 84 DEGREES 46 MINUTES 12 SECONDS EAST  
138.78 FEET; NORTH 80 DEGREES 06 MINUTES EAST 54.44 FEET; NORTH 76 DEGREES 10 MINUTES 23  
SECONDS EAST 223.65 FEET; THENCE NORTH 29 DEGREES 29 MINUTES WEST 44.87 FEET TO THE POINT OF  
BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF THE EAST HALF OF SECTION 10, T. 10N., R. 11E., M.D.M., AS  
SHOWN ON THE MAP RECORDED IN BOOK 4, OF RECORDS OF SURVEY, AT PAGE 140 IN THE OFFICE OF THE  
EL DORADO COUNTY RECORDER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS  
DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

101633

BEGINNING AT AN ANGLE POINT IN THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 50, FROM WHICH POINT THE SOUTHWEST CORNER OF SAID MAP BEARS THE FOLLOWING TWO COURSES: (1) S.35 DEGREES 11 MINUTES 03 SECONDS W. 16.584 METERS (54.41 FEET), AND (2) S.23 DEGREES 00 MINUTES 37 SECONDS W. 26.411 METERS (86.65 FEET); THENCE FROM SAID POINT OF BEGINNING ALONG SAID RIGHT OF WAY LINE N. 09 DEGREES 24 MINUTES 02 SECONDS E. 14.862 METERS (48.76 FEET); THENCE N. 23 DEGREES 00 MINUTES 37 SECONDS E. 7.808 METERS (25.61 FEET) TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE FORMER CAMINO PLACERVILLE & LAKE TAHOE RAILROAD; THENCE ALONG SAID RIGHT OF WAY LINE N. 45 DEGREES 01 MINUTE 44 SECONDS E. 17.238 METERS (56.56 FEET); THENCE LEAVING SAID RIGHT OF WAY LINE S. 27 DEGREES 26 MINUTES 44 SECONDS W. 38.347 METERS (125.81 FEET) TO THE TRUE POINT OF BEGINNING.

ASSESSOR PARCEL NO.:048-280-33-100

Dated: December 17, 2002

STATE OF CALIFORNIA  
COUNTY OF

On 12-20-02 before me, Kim Nethercott  
personally appeared \_\_\_\_\_  
\*\*\*Vernon Gerwer\*\*\*

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument an 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

EL DORADO MUSEUMS FOUNDATION, A PUBLIC  
BENEFIT CORPORATION

By: *Vernon Gerwer*  
VERNON GERWER, PRESIDENT

WITNESS my hand and official seal.

Signature: *Kim Nethercott*



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

O:\Graded.doc (4/2002)

12/23/2002, 20020101633



WHEN RECORDED, RETURN TO  
THE BOARD OF SUPERVISORS  
EL DORADO COUNTY

CERTIFICATE  
OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated January 18, 2007, from James Wunschel, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 1, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 1st day of May 2007

COUNTY OF EL DORADO

By

\_\_\_\_\_  
Chairman  
Board of Supervisors

ATTEST:

CINDY KECK  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk



RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME: Board of Supervisors  
MAILING ADDRESS: 330 Fair Lane Court  
CITY, STATE, ZIP: Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

### AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and \_\_\_\_\_ Scott Bye & Colleen McDonough \_\_\_\_\_, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

### RECITALS

**WHEREAS**, pursuant to the requirements of Section 65302.3 of the Government Code of the State of California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El Dorado County Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Airport Land Commission had adopted the \_\_\_\_\_ South Lake Tahoe \_\_\_\_\_ Airport Comprehensive Land Use Plan; and,

**WHEREAS**, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number \_\_\_\_\_ 033-811-09 \_\_\_\_\_ (Building Permit # \_\_\_\_\_ 178532 \_\_\_\_\_) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

**WHEREAS**, the Parcel lies within airport safety zone \_\_\_\_\_ 3 \_\_\_\_\_ as shown on the Comprehensive Land Use Plan of the \_\_\_\_\_ South Lake Tahoe \_\_\_\_\_ Airport (hereinafter "Airport");

### AGREEMENT AND GRANT OF EASEMENT

**NOW, THEREFORE**, Grantor, on behalf of itself, its successors and assigns, for and in consideration of the determination by County that Grantor is in compliance with Section 17.38.062 of the El Dorado County Ordinance Code, does hereby grant to the County, its successors and assigns, for the benefit of the public, a perpetual avigation and noise easement, and makes warranties as follows:

1. The easement granted herein shall be for the free and unobstructed passage and flight of aircraft in, through, over, and across the airspace over said Parcel by County, its successors, assignees and their licensees and permittees, and by the public.

2. The rights herein granted shall include the right to overfly the Parcel and to allow, make and emit noise, light, vibrations, fumes, exhaust, smoke, air currents, dust, fuel particles and communications signals, including any inherent radio, television and other electromagnetic interferences, and all other effects as may be inherent to the operation of aircraft using said airspace or landing at, taking off from, or operating on the Airport, subject to the following limitation. The rights granted herein shall be applicable to aircraft of

any and all kinds now known or hereafter invented, used or designed for navigation or flight in the air; provided, that such aircraft shall be of a class, size and category operationally compatible with the Airport, and that the level and nature of the use are consistent with general civil aviation use of the Airport in its configuration at the time of this grant, or with such improvements as may be reasonably foreseeable at the time of this grant, so that nothing in this paragraph is intended to abrogate the doctrine of "overburdening" of easements as defined by statutory and common law.

3. For and on behalf of itself, its successors and assigns, Grantor hereby covenants with County for the direct benefit of the real property constituting the Airport that neither Grantor nor its successors in interest or assigns shall hereafter construct or install, or permit the construction or installation, of any structure or object, or allow the growth of any tree or other vegetation over forty (40) feet in height, except with prior written consent of County or its designee. Grantor warrants and agrees that Grantor will comply with the forty (40) foot height limitation set forth herein and in Section 17.28.040 of the El Dorado County Ordinance Code, regardless of any amendment of Section 17.28.040 or any other section of the El Dorado County Ordinance Code that otherwise may increase the permissible height limitation applicable.

4. In addition to any other rights the County may have to enforce compliance with the height restrictions contained in paragraph 3, above, by Grantor, its successors and assigns, County, its successors and assigns, after thirty (30) days written notice to Grantor, its successors or assigns, shall have the right to remove any structure or object in excess of the forty (40) foot height limitation (or such portion of a structure or object as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable), and shall have the right to cut or remove any vegetation exceeding forty (40) feet in height (or such portion as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable) if such vegetation is determined by the County to constitute a hazard or obstruction to aerial navigation, violates any law or regulation, including, but not limited to, regulations of the Federal Aviation Administration, or otherwise interferes with the exercise of rights granted herein. County, its successors and assigns, are granted the right of ingress to, egress from, and passage over the Parcel for the foregoing purposes. No notice shall be required if it is determined by the County or its designee that the structure, object or vegetation constitutes an immediate threat to safety. Removal of any structure or vegetation not in compliance with the terms of this easement shall be at the expense of Grantor.

5. Grantor warrants and agrees that Grantor will refrain from any action or use of the Parcel that creates any electrical interference with radio communications between any installation at the Airport and aircraft. Grantor warrants that Grantor will refrain from erecting any structure or fixture which constitutes a barrier to pilots seeking to distinguish between airport lights and other lights or which impairs the visibility of the airport in such a manner as to endanger the landing, takeoff or maneuverability of aircraft seeking to land at, or take off from the Airport. County agrees that Grantor shall not be in violation of this warranty unless Grantor shall have been given express written notice by County, or County's assignees, of any breach of this warranty and that Grantor shall have a reasonable time within which to remedy the breach. Unless otherwise stated in the notice, thirty (30) days shall be deemed a reasonable time within which to remedy the breach. If the Grantor fails to cure the breach within the reasonable period of time after notice, County, its successors or assigns, shall have the same rights of access over and upon the Parcel for the purpose of curing such breach as are set forth in paragraph 4, above, and such cure shall be at the expense of Grantor. Advance notice shall not be required if it is determined by County that the breach constitutes an immediate threat to safety.

6. All covenants, conditions and warranties contained in this instrument are made and entered into for the benefit of County on behalf of the Airport and the public. These promises, covenants, conditions and warranties shall run with the Parcel, described and identified on Exhibit A, attached, and bind Grantor's heirs, administrators, executors, successors and assigns to the maximum extent permitted by law.

7(a). Grantor, on behalf of itself, its successors and assigns, hereby releases, waives, discharges and relinquishes, any and all claims, actions, causes of action, demands and liabilities of any nature whatsoever, which the Grantor now has or which may hereafter accrue, against the County, its officers, employees, and board or commission members, arising in any manner out of the operation of the Airport, the exercise of any rights granted under this easement or any aviation activities associated in any way with the Airport, except as provided in Section 7(b), below. Types of claims, actions, causes of action, demands and liabilities released, waived, discharged and relinquished herein include, but are not limited to, claims for property damage, bodily injury, personal injury, nuisance, trespass, conversion of property and inverse condemnation. The release, waiver and relinquishment contained in this paragraph shall be effective whether or not the claim or action arises out of conduct which is within or exceeds the rights granted by this easement, and whether or not the conduct is in compliance with the terms of this easement.

It is understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain Claims Not Affected By General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7(b). In the event that the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply in cases where the alleged harm or liability is caused by an act or omission of the County of El Dorado or an employee thereof constituting gross negligence, recklessness or willfulness; provided, that this Section 7(b) is not intended, in any event, to except from the release and waiver contained in Section 7(a) claims such as inverse condemnation and nuisance where the acts complained of are the exercise of rights granted under this easement.

In addition, if the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply to any action seeking injunctive relief based on allegations of any violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other alleged violation of law governing the conduct of the County in the operation and maintenance of the Airport; provided, that no claim for monetary damages or any monetary award may be maintained in any such action unless the standard of gross negligence, recklessness or willfulness set out above is satisfied.

8. Nothing in this easement shall be construed to preclude Grantor, or Grantor's heirs, successors or assigns, from bringing a cause of action against any pilot, fixed base operator, manufacturer, maintenance entity or any person (other than the County of El Dorado and its officers, board and commission members) for an act or omission which constitutes a violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other act, omission or breach of duty of ordinary care otherwise cognizable under the laws of the State of California.

9. Grantor agrees to defend at its own cost, hold harmless and indemnify County from any liability arising out of Grantor's failure to comply with the terms of this easement.

10. This easement and the warranties made a part hereof shall continue in effect until the Airport shall be permanently abandoned and shall cease to be used for public airport purposes.

11. County may assign all or any portion of the rights herein to any special district heretofore or hereafter formed for the purpose of operating the Airport, or to any other public entity which assumes responsibility for such operation; provided, however, that both Sections 7(a) and 7(b) shall be applicable with respect to any such public entity assignee. In addition, the terms and limitations contained in Sections 7(a), 7(b) and 8 shall remain in effect and binding as between Grantor, its heirs and successors, and County, its officers, employees and board and commission members notwithstanding any assignment of rights herein.

For Grantor(s):  
By: [Signature]  
Print: Scott Bye

For the County of El Dorado  
By: \_\_\_\_\_  
Print: \_\_\_\_\_

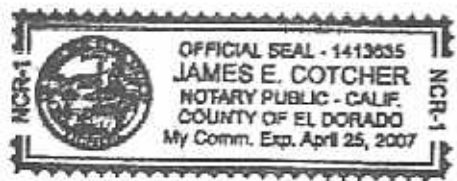
By: [Signature]  
Print: Colleen McDonough

ATTEST:

STATE OF CALIFORNIA )  
County of El Dorado ) ss.

On February 13, 2007, before me, James E. Cotcher, Notary Public, Notary Public, personally appeared Scott Bye, Colleen McDonough, personally known to me or 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.

WITNESS my hand and official seal.



[Signature]  
Notary Public in and for said State  
James E. Cotcher

RECORDING REQUESTED BY  
First American Title Company

AND WHEN RECORDED MAIL TO:  
Scott Bye and Colleen McDonough  
2923 Kimberly Way  
Pollack Pines, CA 95726



El Dorado, County Recorder  
William Schultz Co Recorder Office  
DOC- 2002-0097957-00

Acct 3-FIRST AMERICAN TITLE CO  
Friday, DEC 13, 2002 08:00:00  
Ttl Pd \$84.80 Nbr-0000353429  
JLF/C2/1-2

Space Above This Line for Recorder's Use Only

A.P.N.: 033-811-09-100

File No.: 0902-642640 (SM)

**GRANT DEED**

COOS  
FILED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$74.8; CITY TRANSFER TAX \$0.00;  
SURVEY MONUMENT FEE \$

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area;  City of South Lake Tahoe, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Richard Sander**, a married man as his sole and separate property

hereby GRANTS to **Scott Bye and Colleen McDonough**, husband and wife as Community Property with Rights of Survivorship

the following described property in the City of **South Lake Tahoe**, County of **El Dorado**, State of **California**;

**Lot 126 of Tahoe Paradise Addition Unit No. 8**, as shown on the Official Map of Tahoe Paradise Addition Unit No. 8, filed in the office of the County Recorder of El Dorado County, State of California, on April 9, 1968 in Book E of Maps, Map No. 7.

Dated: December 03, 2002

  
Richard Sander

09.7957

A.P.N.: 033-811-09-100

Grant Deed - continued

File No.: 0902-642640 (SM)

Date: 12/03/2002

STATE OF Utah )  
COUNTY OF Salt Lake ) ss.

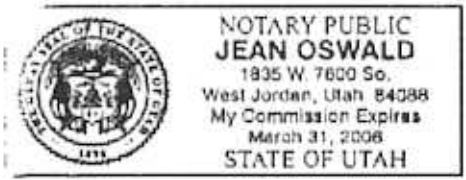
On 12-4-02 before me, Jean Oswald personally appeared Richard Sanders personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that 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.

WITNESS my hand and official seal.

*This area for official notarial seal*

Signature Jean Oswald

My Commission Expires: 3-31-06





WHEN RECORDED, RETURN TO  
THE BOARD OF SUPERVISORS  
EL DORADO COUNTY

CERTIFICATE  
OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated February 13, 2007, from Scott Bye and Colleen McDonough, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 1, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 1st day of May 2007

COUNTY OF EL DORADO

By

\_\_\_\_\_  
Chairman  
Board of Supervisors

ATTEST:

CINDY KECK  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME: Board of Supervisors  
MAILING ADDRESS: 330 Fair Lane Court  
CITY, STATE, ZIP: Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

### AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and Gary Witt, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

### RECITALS

**WHEREAS**, pursuant to the requirements of Section 65302.3 of the Government Code of the State of California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El Dorado County Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Airport Land Commission had adopted the Georgetown Airport Comprehensive Land Use Plan; and,

**WHEREAS**, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 061-441-15 (Building Permit # 176290) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

**WHEREAS**, the Parcel lies within airport safety zone 3 as shown on the Comprehensive Land Use Plan of the Georgetown Airport (hereinafter "Airport");

### AGREEMENT AND GRANT OF EASEMENT

**NOW, THEREFORE**, Grantor, on behalf of itself, its successors and assigns, for and in consideration of the determination by County that Grantor is in compliance with Section 17.38.062 of the El Dorado County Ordinance Code, does hereby grant to the County, its successors and assigns, for the benefit of the public, a perpetual avigation and noise easement, and makes warranties as follows:

1. The easement granted herein shall be for the free and unobstructed passage and flight of aircraft in, through, over, and across the airspace over said Parcel by County, its successors, assignees and their licensees and permittees, and by the public.

2. The rights herein granted shall include the right to overfly the Parcel and to allow, make and emit noise, light, vibrations, fumes, exhaust, smoke, air currents, dust, fuel particles and communications signals, including any inherent radio, television and other electromagnetic interferences, and all other effects as may be inherent to the operation of aircraft using said airspace or landing at, taking off from, or operating on the Airport, subject to the following limitation. The rights granted herein shall be applicable to aircraft of

any and all kinds now know or hereafter invented, used or designed for navigation or flight in the air; provided, that such aircraft shall be of a class, size and category operationally compatible with the Airport, and that the level and nature of the use are consistent with general civil aviation use of the Airport in its configuration at the time of this grant, or with such improvements as may be reasonably foreseeable at the time of this grant, so that nothing in this paragraph is intended to abrogate the doctrine of "overburdening" of easements as defined by statutory and common law.

3. For and on behalf of itself, its successors and assigns, Grantor hereby covenants with County for the direct benefit of the real property constituting the Airport that neither Grantor nor its successors in interest or assigns shall hereafter construct or install, or permit the construction or installation, of any structure or object, or allow the growth of any tree or other vegetation over forty (40) feet in height, except with prior written consent of County or its designee. Grantor warrants and agrees that Grantor will comply with the forty (40) foot height limitation set forth herein and in Section 17.28.040 of the El Dorado County Ordinance Code, regardless of any amendment of Section 17.28.040 or any other section of the El Dorado County Ordinance Code that otherwise may increase the permissible height limitation applicable.

4. In addition to any other rights the County may have to enforce compliance with the height restrictions contained in paragraph 3, above, by Grantor, its successors and assigns, County, its successors and assigns, after thirty (30) days written notice to Grantor, its successors or assigns, shall have the right to remove any structure or object in excess of the forty (40) foot height limitation (or such portion of a structure or object as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable), and shall have the right to cut or remove any vegetation exceeding forty (40) feet in height (or such portion as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable) if such vegetation is determined by the County to constitute a hazard or obstruction to aerial navigation, violates any law or regulation, including, but not limited to, regulations of the Federal Aviation Administration, or otherwise interferes with the exercise of rights granted herein. County, its successors and assigns, are granted the right of ingress to, egress from, and passage over the Parcel for the foregoing purposes. No notice shall be required if it is determined by the County or its designee that the structure, object or vegetation constitutes an immediate threat to safety. Removal of any structure or vegetation not in compliance with the terms of this easement shall be at the expense of Grantor.

5. Grantor warrants and agrees that Grantor will refrain from any action or use of the Parcel that creates any electrical interference with radio communications between any installation at the Airport and aircraft. Grantor warrants that Grantor will refrain from erecting any structure or fixture which constitutes a barrier to pilots seeking to distinguish between airport lights and other lights or which impairs the visibility of the airport in such a manner as to endanger the landing, takeoff or maneuverability of aircraft seeking to land at, or take off from the Airport. County agrees that Grantor shall not be in violation of this warranty unless Grantor shall have been given express written notice by County, or County's assignees, of any breach of this warranty and that Grantor shall have a reasonable time within which to remedy the breach. Unless otherwise stated in the notice, thirty (30) days shall be deemed a reasonable time within which to remedy the breach. If the Grantor fails to cure the breach within the reasonable period of time after notice, County, its successors or assigns, shall have the same rights of access over and upon the Parcel for the purpose of curing such breach as are set forth in paragraph 4, above, and such cure shall be at the expense of Grantor. Advance notice shall not be required if it is determined by County that the breach constitutes an immediate threat to safety.

6. All covenants, conditions and warranties contained in this instrument are made and entered into for the benefit of County on behalf of the Airport and the public. These promises, covenants, conditions and warranties shall run with the Parcel, described and identified on Exhibit A, attached, and bind Grantor's heirs, administrators, executors, successors and assigns to the maximum extent permitted by law.

7(a). Grantor, on behalf of itself, its successors and assigns, hereby releases, waives, discharges and relinquishes, any and all claims, actions, causes of action, demands and liabilities of any nature whatsoever, which the Grantor now has or which may hereafter accrue, against the County, its officers, employees, and board or commission members, arising in any manner out of the operation of the Airport, the exercise of any rights granted under this easement or any aviation activities associated in any way with the Airport, except as provided in Section 7(b), below. Types of claims, actions, causes of action, demands and liabilities released, waived, discharged and relinquished herein include, but are not limited to, claims for property damage, bodily injury, personal injury, nuisance, trespass, conversion of property and inverse condemnation. The release, waiver and relinquishment contained in this paragraph shall be effective whether or not the claim or action arises out of conduct which is within or exceeds the rights granted by this easement, and whether or not the conduct is in compliance with the terms of this easement.

It is understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain Claims Not Affected By General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7(b). In the event that the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply in cases where the alleged harm or liability is caused by an act or omission of the County of El Dorado or an employee thereof constituting gross negligence, recklessness or willfulness; provided, that this Section 7(b) is not intended, in any event, to exempt from the release and waiver contained in Section 7(a) claims such as inverse condemnation and nuisance where the acts complained of are the exercise of rights granted under this easement.

In addition, if the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply to any action seeking injunctive relief based on allegations of any violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other alleged violation of law governing the conduct of the County in the operation and maintenance of the Airport; provided, that no claim for monetary damages or any monetary award may be maintained in any such action unless the standard of gross negligence, recklessness or willfulness set out above is satisfied.

8. Nothing in this easement shall be construed to preclude Grantor, or Grantor's heirs, successors or assigns, from bringing a cause of action against any pilot, fixed base operator, manufacturer, maintenance entity or any person (other than the County of El Dorado and its officers, board and commission members) for an act or omission which constitutes a violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other act, omission or breach of duty of ordinary care otherwise cognizable under the laws of the State of California.

9. Grantor agrees to defend at its own cost, hold harmless and indemnify County from any liability arising out of Grantor's failure to comply with the terms of this easement.

10. This easement and the warranties made a part hereof shall continue in effect until the Airport shall be permanently abandoned and shall cease to be used for public airport purposes.

11. County may assign all or any portion of the rights herein to any special district heretofore or hereafter formed for the purpose of operating the Airport, or to any other public entity which assumes responsibility for such operation; provided, however, that both Sections 7(a) and 7(b) shall be applicable with respect to any such public entity assignee. In addition, the terms and limitations contained in Sections 7(a), 7(b) and 8 shall remain in effect and binding as between Grantor, its heirs and successors, and County, its officers, employees and board and commission members notwithstanding any assignment of rights herein.

For Grantor(s):  
By: Gary Witt  
Print: GARY WITT  
  
By: \_\_\_\_\_  
Print: \_\_\_\_\_

For the County of El Dorado  
By: \_\_\_\_\_  
Print: \_\_\_\_\_

ATTEST:  
STATE OF CALIFORNIA )  
County of El Dorado ) ss.

On Jan 5 2006, before me, Cindy Deleew, Notary Public, personally appeared Gary Witt, personally known to me or 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.

WITNESS my hand and official seal.



Cindy Deleew  
Notary Public in and for said State



RECORDING REQUESTED BY  
PLACER TITLE COMPANY

AND WHEN RECORDED MAIL THIS DEED  
AND, UNLESS OTHERWISE SHOWN  
BELOW, MAIL TAX STATEMENTS TO:

GARY WITT  
c/o 1221 Spruce Avenue  
Atwater, CA 95301



El Dorado, County Recorder  
William Schultz Co Recorder Office  
DOC- 2002-0018734-00

Acct 8-PLACER TITLE CO  
Wednesday, MAR 13, 2002 14:41:48  
Ttl Pd \$59.50 Nbr-0000245650  
DJS/C2/1-2

Title Order No. 102-13177  
Escrow No. 102-13177-DN

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Grantor declares:  
City Transfer Tax: \$0.00  
Documentary Transfer Tax: \$49.50

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.

OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES  
REMAINING AT TIME OF SALE.

PCOS  
FILED

The Undersigned Grantor hereby Declares

Signature of Declarant or Agent determining tax. Firm Name

Grant Deed

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KAY FRANCIS SHARP A MARRIED  
WOMAN AS HER SOLE AND SEPARATE PROPERTY

herby GRANT(S) to GARY WITT, <sup>/A.</sup> an unmarried man and Gary A. Witt as Custodian for Jonathan  
D. Witt under the California Uniform Transfers to Minors Act, as joint tenants  
THE LAND DESCRIBED HERBIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO,  
UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 2, OF THAT CERTAIN PARCEL MAP RECORDED IN BOOK 2, PAGE 101 OF PARCEL MAPS, EL  
DORADO COUNTY CALIFORNIA AND BEING ALSO A PORTION OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP  
12 NORTH, RANGE 10 EAST, M.D. B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A 1 INCH IRON PIPE FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 10 BEARS SOUTH  
25 DEGREES 34 MINUTES 10 SECONDS WEST 3762.61 FEET; THENCE FROM POINT OF BEGINNING NORTH 89  
DEGREES 26 MINUTES 30 SECONDS 168.24 FEET, A 1 1/2 INCH CAPPED IRON PIPE ON THE WESTERLY BOUNDARY  
OF STATE HIGHWAY 193; THENCE ALONG SAID BOUNDARY, ALONG A CURVE TO THE LEFT OF A TANGENT  
BEARING SOUTH 07 DEGREES 35 MINUTES WEST WITH A RADIUS OF 600 FEET, THRU AN ANGLE OF 28 DEGREES 10  
MINUTES 48 SECONDS THE CHORD OF WHICH BEARS SOUTH 06 DEGREES 30 MINUTES 24 SECONDS EAST 292.13  
FEET, A SIX INCH SQUARE CONCRETE HIGHWAY MONUMENT; THENCE LEAVING SAID HIGHWAY BOUNDARY,  
SOUTH 70 DEGREES 39 MINUTES 11 SECONDS WEST 481.65 FEET TO A POINT IN THE CENTERLINE OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT DITCH; THENCE ALONG THE CENTERLINE OF SAID DITCH (13

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS  
DIRECTED ABOVE

SAME AS ABOVE

Name	Street Address	City & State



03/13/2002, 20020018734

COURSES) NORTH 65 DEGREES 42 MINUTES 48 SECONDS WEST 43.00 FEET; NORTH 54 DEGREES 32 MINUTES 33 SECONDS WEST 12.55 FEET; NORTH 05 DEGREES 09 MINUTES 09 SECONDS WEST 18.42 FEET; NORTH 35 DEGREES 25 MINUTES 38 SECONDS 97.61 FEET; NORTH 13 DEGREES 47 MINUTES 18 SECONDS EAST 79.14 FEET; NORTH 15 DEGREES 24 MINUTES 22 SECONDS WEST 10.36 FEET; NORTH 29 DEGREES 21 MINUTES 37 SECONDS WEST 26.63 FEET; NORTH 62 DEGREES 35 MINUTES 48 SECONDS WEST 112.61 FEET; NORTH 72 DEGREES 01 MINUTES 38 SECONDS WEST 15. 21 FEET; NORTH 06 DEGREES 54 MINUTES 04 SECONDS EAST 14.54 FEET; NORTH 21 DEGREES 55 MINUTES 54 SECONDS EAST 109.64 FEET; NORTH 09 DEGREES 01 MINUTES 42 SECONDS EAST 22.18 FEET; AND NORTH 17 DEGREES 59 MINUTES 54 SECONDS WEST 9.15 FEET; THENCE NORTH 87 DEGREES 49 MINUTES 26 SECONDS EAST 316.05 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER 061-441-15-100

By: Kay Francis Sharp  
KAY FRANCIS SHARP

Dated: March 08, 2002

STATE OF CALIFORNIA )  
COUNTY OF Placer )

On 3/8/02 before me, Cindy Bigelow, Notary Public in and

for said County and State, personally appeared  
Kay Francis Sharp\*\*\*\*

~~Personally known to me~~ (or 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.

Witness my hand and official seal.



Cindy Bigelow  
Notary Public in and for said County and State

(Space above for official notarial area.)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name Street Address City & State

03/13/2002, 20020018734

WHEN RECORDED, RETURN TO  
THE BOARD OF SUPERVISORS  
EL DORADO COUNTY

CERTIFICATE  
OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated January 5, 2006, from Gary Witt, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 1, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 1st day of May 2007

COUNTY OF EL DORADO

By

\_\_\_\_\_  
Chairman  
Board of Supervisors

ATTEST:

CINDY KECK  
Clerk of the Board of Supervisors

By:

\_\_\_\_\_  
Deputy Clerk

RECORDING REQUESTED BY:  
EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME: Board of Supervisors  
MAILING ADDRESS: 330 Fair Lane Court  
CITY, STATE, ZIP: Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

### AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and Fred and Dolores Fassio, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

### RECITALS

**WHEREAS**, pursuant to the requirements of Section 65302.3 of the Government Code of the State of California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El Dorado County Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Airport Land Commission had adopted the Placerville Airport Comprehensive Land Use Plan; and,

**WHEREAS**, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 048-121-73-100 (Building Permit # 178178 & 178179 ) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

**WHEREAS**, the Parcel lies within airport safety zone 2 & 3 as shown on the Comprehensive Land Use Plan of the Placerville Airport (hereinafter "Airport");

### AGREEMENT AND GRANT OF EASEMENT

**NOW, THEREFORE**, Grantor, on behalf of itself, its successors and assigns, for and in consideration of the determination by County that Grantor is in compliance with Section 17.38.062 of the El Dorado County Ordinance Code, does hereby grant to the County, its successors and assigns, for the benefit of the public, a perpetual avigation and noise easement, and makes warranties as follows:

1. The easement granted herein shall be for the free and unobstructed passage and flight of aircraft in, through, over, and across the airspace over said Parcel by County, its successors, assignees and their licensees and permittees, and by the public.

2. The rights herein granted shall include the right to overfly the Parcel and to allow, make and emit noise, light, vibrations, fumes, exhaust, smoke, air currents, dust, fuel particles and communications signals, including any inherent radio, television and other electromagnetic interferences, and all other effects as may be inherent to the operation of aircraft using said airspace or landing at, taking off from, or operating on the Airport, subject to the following limitation. The rights granted herein shall be applicable to aircraft of

any and all kinds now known or hereafter invented, used or designed for navigation or flight in the air; provided, that such aircraft shall be of a class, size and category operationally compatible with the Airport, and that the level and nature of the use are consistent with general civil aviation use of the Airport in its configuration at the time of this grant, or with such improvements as may be reasonably foreseeable at the time of this grant, so that nothing in this paragraph is intended to abrogate the doctrine of "overburdening" of easements as defined by statutory and common law.

3. For and on behalf of itself, its successors and assigns, Grantor hereby covenants with County for the direct benefit of the real property constituting the Airport that neither Grantor nor its successors in interest or assigns shall hereafter construct or install, or permit the construction or installation, of any structure or object, or allow the growth of any tree or other vegetation over forty (40) feet in height, except with prior written consent of County or its designee. Grantor warrants and agrees that Grantor will comply with the forty (40) foot height limitation set forth herein and in Section 17.28.040 of the El Dorado County Ordinance Code, regardless of any amendment of Section 17.28.040 or any other section of the El Dorado County Ordinance Code that otherwise may increase the permissible height limitation applicable.

4. In addition to any other rights the County may have to enforce compliance with the height restrictions contained in paragraph 3, above, by Grantor, its successors and assigns, County, its successors and assigns, after thirty (30) days written notice to Grantor, its successors or assigns, shall have the right to remove any structure or object in excess of the forty (40) foot height limitation (or such portion of a structure or object as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable), and shall have the right to cut or remove any vegetation exceeding forty (40) feet in height (or such portion as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable) if such vegetation is determined by the County to constitute a hazard or obstruction to aerial navigation, violates any law or regulation, including, but not limited to, regulations of the Federal Aviation Administration, or otherwise interferes with the exercise of rights granted herein. County, its successors and assigns, are granted the right of ingress to, egress from, and passage over the Parcel for the foregoing purposes. No notice shall be required if it is determined by the County or its designee that the structure, object or vegetation constitutes an immediate threat to safety. Removal of any structure or vegetation not in compliance with the terms of this easement shall be at the expense of Grantor.

5. Grantor warrants and agrees that Grantor will refrain from any action or use of the Parcel that creates any electrical interference with radio communications between any installation at the Airport and aircraft. Grantor warrants that Grantor will refrain from erecting any structure or fixture which constitutes a barrier to pilots seeking to distinguish between airport lights and other lights or which impairs the visibility of the airport in such a manner as to endanger the landing, takeoff or maneuverability of aircraft seeking to land at, or take off from the Airport. County agrees that Grantor shall not be in violation of this warranty unless Grantor shall have been given express written notice by County, or County's assignees, of any breach of this warranty and that Grantor shall have a reasonable time within which to remedy the breach. Unless otherwise stated in the notice, thirty (30) days shall be deemed a reasonable time within which to remedy the breach. If the Grantor fails to cure the breach within the reasonable period of time after notice, County, its successors or assigns, shall have the same rights of access over and upon the Parcel for the purpose of curing such breach as are set forth in paragraph 4, above, and such cure shall be at the expense of Grantor. Advance notice shall not be required if it is determined by County that the breach constitutes an immediate threat to safety.

6. All covenants, conditions and warranties contained in this instrument are made and entered into for the benefit of County on behalf of the Airport and the public. These promises, covenants, conditions and warranties shall run with the Parcel, described and identified on Exhibit A, attached, and bind Grantor's heirs, administrators, executors, successors and assigns to the maximum extent permitted by law.

7(a). Grantor, on behalf of itself, its successors and assigns, hereby releases, waives, discharges and relinquishes, any and all claims, actions, causes of action, demands and liabilities of any nature whatsoever, which the Grantor now has or which may hereafter accrue, against the County, its officers, employees, and board or commission members, arising in any manner out of the operation of the Airport, the exercise of any rights granted under this easement or any aviation activities associated in any way with the Airport, except as provided in Section 7(b), below. Types of claims, actions, causes of action, demands and liabilities released, waived, discharged and relinquished herein include, but are not limited to, claims for property damage, bodily injury, personal injury, nuisance, trespass, conversion of property and inverse condemnation. The release, waiver and relinquishment contained in this paragraph shall be effective whether or not the claim or action arises out of conduct which is within or exceeds the rights granted by this easement, and whether or not the conduct is in compliance with the terms of this easement.

It is understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain Claims Not Affected By General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7(b). In the event that the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply in cases where the alleged harm or liability is caused by an act or omission of the County of El Dorado or an employee thereof constituting gross negligence, recklessness or willfulness; provided, that this Section 7(b) is not intended, in any event, to except from the release and waiver contained in Section 7(a) claims such as inverse condemnation and nuisance where the acts complained of are the exercise of rights granted under this easement.

In addition, if the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply to any action seeking injunctive relief based on allegations of any violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other alleged violation of law governing the conduct of the County in the operation and maintenance of the Airport; provided, that no claim for monetary damages or any monetary award may be maintained in any such action unless the standard of gross negligence, recklessness or willfulness set out above is satisfied.

8. Nothing in this easement shall be construed to preclude Grantor, or Grantor's heirs, successors or assigns, from bringing a cause of action against any pilot, fixed base operator, manufacturer, maintenance entity or any person (other than the County of El Dorado and its officers, board and commission members) for an act or omission which constitutes a violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other act, omission or breach of duty of ordinary care otherwise cognizable under the laws of the State of California.

9. Grantor agrees to defend at its own cost, hold harmless and indemnify County from any liability arising out of Grantor's failure to comply with the terms of this easement.

10. This easement and the warranties made a part hereof shall continue in effect until the Airport shall be permanently abandoned and shall cease to be used for public airport purposes.

11. County may assign all or any portion of the rights herein to any special district heretofore or hereafter formed for the purpose of operating the Airport, or to any other public entity which assumes responsibility for such operation; provided, however, that both Sections 7(a) and 7(b) shall be applicable with respect to any such public entity assignee. In addition, the terms and limitations contained in Sections 7(a), 7(b) and 8 shall remain in effect and binding as between Grantor, its heirs and successors, and County, its officers, employees and board and commission members notwithstanding any assignment of rights herein.

For Grantor(s):

For the County of El Dorado

By: *Fred & Dolores Fassio*

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

Print: FRED FASSIO

Print: \_\_\_\_\_

By: *Dolores Fassio*

Print: Dolores FASSIO

ATTEST:

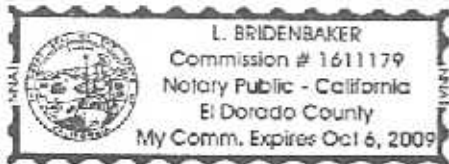
STATE OF CALIFORNIA )

)ss.

County of El Dorado )

On December 29, 2006, before me, L. Bridenbaker, Notary Public, personally appeared Fred & Dolores Fassio, personally known to me or 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.

WITNESS my hand and official seal.



*L. Bridenbaker*

Notary Public in and for said State



RECORDING REQUESTED BY

PLACER TITLE COMPANY

Escrow Number: 201-37169-V.N.

AND WHEN RECORDED MAIL TO

Fred and Dolly Fassio  
3201 Newtown Rd.  
Placerville, CA 95667



El Dorado, County Recorder  
William Schultz Co Recorder Office  
DOC- 2006-0030692-00

Acct 6-PLACER TITLE CO  
Friday, MAY 05, 2006 11:42:53  
Ttl Pd \$19.00 Nbr-0000859557  
KMY/C1/1-5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

The undersigned grantor(s) declare(s): 119.11  
Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00  
(X) computed on full value of property conveyed, or  
( ) computed on full value less value of liens and encumbrances remaining at time of sale.

PCOS  
FILED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

FRED L. FASSIO and DOLORES M. FASSIO, husband and wife; JOHN R. NEIL, a single man; JOHN NEIL and LINDA NEIL, husband and wife,

Hereby GRANT(S) to

FRED L. FASSIO and DOLORES M. FASSIO, husband and wife as community property with right of survivorship

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A"

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROAD AND PUBLIC UTILITIES AS DESCRIBED IN ATTACHED EXHIBIT "B".

Dated: February 14, 2006

THIS DEED IS BEING SIGNED IN COUNTERPART

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

030692

SIGNATURE PAGE FOR GRANT DEED

By: Fred L. Fassio  
Fred L. Fassio

By: \_\_\_\_\_  
John Neil

By: Dolores M. Fassio  
Dolores M. Fassio

By: \_\_\_\_\_  
Linda Neil

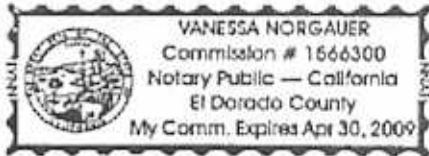
By: \_\_\_\_\_  
John R. Neil

STATE OF CALIFORNIA  
COUNTY OF EL DORADO

On 2-11-06 before me, VANESSA NORGAEUR, Notary Public,

personally appeared FRED L. FASSIO and DOLORES M. FASSIO personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument an 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

WITNESS my hand and official seal.  
Signature: Vanessa Norgauer  
Commission Expiration Date: 4-30-09



STATE OF COLORADO  
COUNTY OF

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

personally appeared JOHN NEIL and LINDA NEIL personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument an 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

WITNESS my hand and official seal.  
Signature: \_\_\_\_\_  
Commission Expiration Date: \_\_\_\_\_

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

\_\_\_\_\_  
Name Street Address City & State

030692

SIGNATURE PAGE FOR GRANT DEED

By: \_\_\_\_\_  
Fred L. Fassio

By: John F Neil  
John Neil

By: \_\_\_\_\_  
Dolores M. Fassio

By: Linda Neil  
Linda Neil

By: John R. Neil By John F Neil attorney in fact  
John R. Neil

STATE OF CALIFORNIA  
COUNTY OF EL DORADO

On \_\_\_\_\_ before me, VANESSA NORGAUER, Notary Public,

personally appeared FRED L. FASSIO and DOLORES M. FASSIO personally known to me (or 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)

WITNESS my hand and official seal.

Signature: \_\_\_\_\_  
Commission Expiration Date: \_\_\_\_\_

**ILLEGIBLE NOTARY DECLARATION**  
I certify under penalty that the notary seal on the document to which this statement is attached reads as follows:  
Name of Notary Heidi McGuire  
Date commission expires 3-30-09  
Notary identification number NA  
(For notaries commissioned after 1-1-1992)  
Manufacturer/Vendor identification number NA  
(For notaries commissioned after 1-1-1992)  
Place of execution of Declaration El Dorado  
Dated 5-2-06  
Signed Placer Title Co. By: L. Meller

STATE OF COLORADO  
COUNTY OF \_\_\_\_\_

On 3-14-06 before me, Heidi McGuire, Notary Public,

personally appeared JOHN NEIL and LINDA NEIL personally known to me (or 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) executed the instrument

WITNESS my hand and official seal.

Signature: Heidi McGuire  
Commission Expiration Date: 3-30-09



\* PERSONS, ACTED EXECUTED

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

\_\_\_\_\_  
Name Street Address City & State

## EXHIBIT "A"

All that certain real property situated in the unincorporated area of the County of El Dorado, State of California, being a portion of the West half of Section 11, Township 10 North, Range 11 east, M.D.M., being more specifically a portion of Tract 1 of Book 22 of Record of Surveys at Page 146, being also that certain tract of land shown and so delineated on Book 10 of Record of Surveys at Page 67, and being also Tract 1 of Book 25 of Record of Surveys at Page 20, all on file in the office of the El Dorado County Recorder, more particularly described as follows:

Beginning at the most Northerly corner of the herein described tract of land, said point being marked by a 1-1/2 inch capped iron pipe monument stamped LS4434-1976 set near a fence corner; thence from said POINT OF BEGINNING South 08°46'04" West 1098.91 feet; thence North 73°21'57" West 501.67 feet; thence North 22°10'48" West 350.76 feet; thence North 62°22'19" East 325.49 feet to the Southwest corner of said that certain tract of land shown and so delineated on Book 10 of Record of Surveys at Page 67; thence along the Westerly line thereof North 14°49'05" West (cite: North 14°41'00" West) 211.31 feet; thence North 14°51'13" West (cite: North 14°42'59" West) 209.91 feet; thence North 71°34'10" East (cite: North 71°42'24" East) 8.40 feet to the Southwest corner of Tract 1 of Book 25 of Record of surveys at Page 20; thence along the Westerly line thereof North 21°36'23" West (cite: North 21°31'53" West) 66.87 feet; thence North 22°32'00" East (cite: North 22°36'30" East) 124.27 feet; thence North 22°26'05" East (cite: North 22°30'35" East) 369.80 to most Northerly corner thereof; thence South 16°07'01" East (cite: South 16°02'31" East) 100.59 feet; thence South 01°29'16" West (cite: South 01°33'46" West) 258.63 feet; thence South 07°56'40" East 99.64 feet (cite: South 07°54'39" East 99.68 feet) to the Southeast corner thereof; thence along the Easterly line of Book 10 of Record of Surveys at Page 67 South 08°39'28" East (cite: South 08°31'14" East) 69.20 feet; thence South 24°59'19" East (cite: South 24°51'05" East) 67.40 feet; thence South 20°54'39" East 47.84 feet (cite: South 20°46'39" East 47.75 feet) to a point on the Northerly line of Tract 1 of Book 22 of Record of Surveys at Page 146; thence along the Northerly line thereof North 63°45'22" East 375.77 feet to the POINT OF BEGINNING. Containing 13.2 acres, more or less. The land described herein constitutes (1) one tract of land only.

The purpose of this description is to effect a lot line adjustment between the Grantor and the Grantee herein, and is referenced as Tract 2 on that certain Record of Survey filed on MAY 5<sup>th</sup>, 2006 in Book 29 of Record of Surveys at Page 26, of the official records of the County of El Dorado.

02-177 (bla tract2)



030692

EXHIBIT ~~F~~ B

All that certain real property situated in the unincorporated area of the County of El Dorado, State of California, being a portion of the West half of Section 11, Township 10 North, Range 11 East, M.D.M., being more specifically a portion of **Tract 1** of that certain map on file in the office of the El Dorado County Recorder in **Book 22 of Record of Surveys** at Page 146, more particularly described as follows:

A strip of land the uniform width of (50') fifty feet lying (25') twenty-five feet equally on each side of the following described centerline:

Beginning at a point in the centerline of Newtown Road from which point a ¾ inch capped iron pipe stamped "CO RW P84" bears South 60°22'43" East 47.18 feet; thence from said point of beginning North 66°31'44" East 90.52 feet; thence North 39°58'16" West 164.96 feet; thence North 34°52'30" West 198.27 feet; thence North 40°24'57" East 49.19 feet; thence North 07°50'46" East 230.53 feet; North 45°42'47" East 183.32 feet; thence 75°53'01" East 112.27 feet; thence North 54°14'56" East 126.29 feet; thence North 47°38'01" East 201.47 feet; thence North 55°58'21" East 60.02 to a point marking the terminus of said centerline, from which point a 1-1/2-inch capped iron pipe stamped LS 4434-1978 bears North 08°46'04" East 328.48 feet. The sidelines of said strip of land shall extend or retract to meet the respective end lines.

The purpose of this description is to effect a 50 feet wide non-exclusive road and public utilities easement as set forth herein.



02-177 (cl esmt 2)

05/05/2006, 20050030692

WHEN RECORDED, RETURN TO  
THE BOARD OF SUPERVISORS  
EL DORADO COUNTY

CERTIFICATE  
OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated December 29, 2006, from Fred Fassio and Dolores Fassio, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 1, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 1st day of May 2007

COUNTY OF EL DORADO

By

\_\_\_\_\_  
Chairman  
Board of Supervisors

ATTEST:

CINDY KECK  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk



RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME: Board of Supervisors  
MAILING ADDRESS: 330 Fair Lane Court  
CITY, STATE, ZIP: Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

### AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and \_\_\_\_\_ William Furtwangler \_\_\_\_\_, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

### RECITALS

**WHEREAS**, pursuant to the requirements of Section 65302.3 of the Government Code of the State of California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El Dorado County Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Airport Land Commission had adopted the \_\_\_\_\_ Placerville \_\_\_\_\_ Airport Comprehensive Land Use Plan; and,

**WHEREAS**, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number \_\_\_\_\_ 048-260-18 \_\_\_\_\_ (Building Permit # \_\_\_\_\_ 186021 \_\_\_\_\_) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

**WHEREAS**, the Parcel lies within airport safety zone \_\_\_\_\_ 3 \_\_\_\_\_ as shown on the Comprehensive Land Use Plan of the \_\_\_\_\_ Placerville \_\_\_\_\_ Airport (hereinafter "Airport");

### AGREEMENT AND GRANT OF EASEMENT

**NOW, THEREFORE**, Grantor, on behalf of itself, its successors and assigns, for and in consideration of the determination by County that Grantor is in compliance with Section 17.38.062 of the El Dorado County Ordinance Code, does hereby grant to the County, its successors and assigns, for the benefit of the public, a perpetual avigation and noise easement, and makes warranties as follows:

1. The easement granted herein shall be for the free and unobstructed passage and flight of aircraft in, through, over, and across the airspace over said Parcel by County, its successors, assignees and their licensees and permittees, and by the public.

2. The rights herein granted shall include the right to overfly the Parcel and to allow, make and emit noise, light, vibrations, fumes, exhaust, smoke, air currents, dust, fuel particles and communications signals, including any inherent radio, television and other electromagnetic interferences, and all other effects as may be inherent to the operation of aircraft using said airspace or landing at, taking off from, or operating on the Airport, subject to the following limitation. The rights granted herein shall be applicable to aircraft of

any and all kinds now know or hereafter invented, used or designed for navigation or flight in the air; provided, that such aircraft shall be of a class, size and category operationally compatible with the Airport, and that the level and nature of the use are consistent with general civil aviation use of the Airport in its configuration at the time of this grant, or with such improvements as may be reasonably foreseeable at the time of this grant, so that nothing in this paragraph is intended to abrogate the doctrine of "overburdening" of easements as defined by statutory and common law.

3. For and on behalf of itself, its successors and assigns, Grantor hereby covenants with County for the direct benefit of the real property constituting the Airport that neither Grantor nor its successors in interest or assigns shall hereafter construct or install, or permit the construction or installation, of any structure or object, or allow the growth of any tree or other vegetation over forty (40) feet in height, except with prior written consent of County or its designee. Grantor warrants and agrees that Grantor will comply with the forty (40) foot height limitation set forth herein and in Section 17.28.040 of the El Dorado County Ordinance Code, regardless of any amendment of Section 17.28.040 or any other section of the El Dorado County Ordinance Code that otherwise may increase the permissible height limitation applicable.

4. In addition to any other rights the County may have to enforce compliance with the height restrictions contained in paragraph 3, above, by Grantor, its successors and assigns, County, its successors and assigns, after thirty (30) days written notice to Grantor, its successors or assigns, shall have the right to remove any structure or object in excess of the forty (40) foot height limitation (or such portion of a structure or object as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable), and shall have the right to cut or remove any vegetation exceeding forty (40) feet in height (or such portion as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable) if such vegetation is determined by the County to constitute a hazard or obstruction to aerial navigation, violates any law or regulation, including, but not limited to, regulations of the Federal Aviation Administration, or otherwise interferes with the exercise of rights granted herein. County, its successors and assigns, are granted the right of ingress to, egress from, and passage over the Parcel for the foregoing purposes. No notice shall be required if it is determined by the County or its designee that the structure, object or vegetation constitutes an immediate threat to safety. Removal of any structure or vegetation not in compliance with the terms of this easement shall be at the expense of Grantor.

5. Grantor warrants and agrees that Grantor will refrain from any action or use of the Parcel that creates any electrical interference with radio communications between any installation at the Airport and aircraft. Grantor warrants that Grantor will refrain from erecting any structure or fixture which constitutes a barrier to pilots seeking to distinguish between airport lights and other lights or which impairs the visibility of the airport in such a manner as to endanger the landing, takeoff or maneuverability of aircraft seeking to land at, or take off from the Airport. County agrees that Grantor shall not be in violation of this warranty unless Grantor shall have been given express written notice by County, or County's assignees, of any breach of this warranty and that Grantor shall have a reasonable time within which to remedy the breach. Unless otherwise stated in the notice, thirty (30) days shall be deemed a reasonable time within which to remedy the breach. If the Grantor fails to cure the breach within the reasonable period of time after notice, County, its successors or assigns, shall have the same rights of access over and upon the Parcel for the purpose of curing such breach as are set forth in paragraph 4, above, and such cure shall be at the expense of Grantor. Advance notice shall not be required if it is determined by County that the breach constitutes an immediate threat to safety.

6. All covenants, conditions and warranties contained in this instrument are made and entered into for the benefit of County on behalf of the Airport and the public. These promises, covenants, conditions and warranties shall run with the Parcel, described and identified on Exhibit A, attached, and bind Grantor's heirs, administrators, executors, successors and assigns to the maximum extent permitted by law.

7(a). Grantor, on behalf of itself, its successors and assigns, hereby releases, waives, discharges and relinquishes, any and all claims, actions, causes of action, demands and liabilities of any nature whatsoever, which the Grantor now has or which may hereafter accrue, against the County, its officers, employees, and board or commission members, arising in any manner out of the operation of the Airport, the exercise of any rights granted under this easement or any aviation activities associated in any way with the Airport, except as provided in Section 7(b), below. Types of claims, actions, causes of action, demands and liabilities released, waived, discharged and relinquished herein include, but are not limited to, claims for property damage, bodily injury, personal injury, nuisance, trespass, conversion of property and inverse condemnation. The release, waiver and relinquishment contained in this paragraph shall be effective whether or not the claim or action arises out of conduct which is within or exceeds the rights granted by this easement, and whether or not the conduct is in compliance with the terms of this easement.

It is understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain Claims Not Affected By General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7(b). In the event that the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply in cases where the alleged harm or liability is caused by an act or omission of the County of El Dorado or an employee thereof constituting gross negligence, recklessness or willfulness; provided, that this Section 7(b) is not intended, in any event, to except from the release and waiver contained in Section 7(a) claims such as inverse condemnation and nuisance where the acts complained of are the exercise of rights granted under this easement.

In addition, if the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply to any action seeking injunctive relief based on allegations of any violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other alleged violation of law governing the conduct of the County in the operation and maintenance of the Airport; provided, that no claim for monetary damages or any monetary award may be maintained in any such action unless the standard of gross negligence, recklessness or willfulness set out above is satisfied.

8. Nothing in this easement shall be construed to preclude Grantor, or Grantor's heirs, successors or assigns, from bringing a cause of action against any pilot, fixed base operator, manufacturer, maintenance entity or any person (other than the County of El Dorado and its officers, board and commission members) for an act or omission which constitutes a violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other act, omission or breach of duty of ordinary care otherwise cognizable under the laws of the State of California.

9. Grantor agrees to defend at its own cost, hold harmless and indemnify County from any liability arising out of Grantor's failure to comply with the terms of this easement.

10. This easement and the warranties made a part hereof shall continue in effect until the Airport shall be permanently abandoned and shall cease to be used for public airport purposes.

11. County may assign all or any portion of the rights herein to any special district heretofore or hereafter formed for the purpose of operating the Airport, or to any other public entity which assumes responsibility for such operation; provided, however, that both Sections 7(a) and 7(b) shall be applicable with respect to any such public entity assignee. In addition, the terms and limitations contained in Sections 7(a), 7(b) and 8 shall remain in effect and binding as between Grantor, its heirs and successors, and County, its officers, employees and board and commission members notwithstanding any assignment of rights herein.

For Grantor(s):  
By: William W. Furtwangler  
William W. Furtwangler

For the County of El Dorado  
By: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

STATE OF CALIFORNIA )  
County of El Dorado ) ss.

On January 24<sup>th</sup> 2007, before me, Terri Sargent, Notary Public, personally appeared William Furtwangler, personally known to me or 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.

WITNESS my hand and official seal.



Terri Sargent  
Notary Public in and for said State

022280

EL DORADO COUNTY CALIF  
RECORD REQUESTED BY:

Recorded at Request of  
WILLIAM W. FURTWANGLER

(REQUESTOR AS STATED)

96 APR 30 PM 3:36

When Recorded Mail to  
and Mail Tax Statements To:  
WILLIAM W. FURTWANGLER  
3000 Lansdowne Lane  
Placerville, CA 95667

WILLIAM "BILL" SCHULTZ  
COUNTY RECORDER-CLERK

7082

①

GRANT DEED

PCOS  
FILED

Documentary Transfer Tax \$0.  
This property is being transferred to a trust

*Jean S. Klotz*  
Jean S. Klotz, Attorney

WILLIAM FURTWANGLER, an unmarried man, grants to WILLIAM W. FURTWANGLER, Trustee of THE NIEVENHAUSEN REVOCABLE TRUST, the following described real property situated in the unincorporated area of the County of El Dorado, State of California, more particularly described as follows:

A portion of the West half of Section 10, Township 10 North, Range 11 East, MDB&M., more particularly described as follows:

Parcel 4, as shown on that certain Parcel Map filed in the Office of the County Recorder, County of El Dorado, State of California, on July 10, 1991, in Book 42, of Parcel Maps, at page 150.

Dated: 4-25-96

*William Furtwangler*  
WILLIAM FURTWANGLER

ACKNOWLEDGEMENT

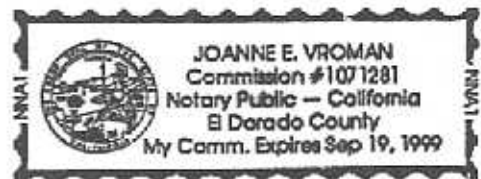
State of California            )  
  ) ss  
County of El Dorado         )

On April 25, 1996, before me, Joanne E. Vroman, Notary Public, personally appeared William W. Furtwangler, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Joanne E. Vroman*  
Notary's Signature

(SEAL)





WHEN RECORDED, RETURN TO  
THE BOARD OF SUPERVISORS  
EL DORADO COUNTY

CERTIFICATE  
OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated January 24, 2007, from William Furtwangler, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 1, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 1st day of May 2007

COUNTY OF EL DORADO

By

\_\_\_\_\_  
Chairman  
Board of Supervisors

ATTEST:

CINDY KECK  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk



RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME: Board of Supervisors  
MAILING ADDRESS: 330 Fair Lane Court  
CITY, STATE, ZIP: Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and Richard G. and Donna R. Robertson, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

RECITALS

WHEREAS, pursuant to the requirements of Section 65302.3 of the Government Code of the State of California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El Dorado County Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Airport Land Commission had adopted the \_\_\_\_\_ Cameron Park Airport Comprehensive Land Use Plan; and,

WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 116-104-06-100 (Building Permit # 178355) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

WHEREAS, the Parcel lies within airport safety zone 3 as shown on the Comprehensive Land Use Plan of the \_\_\_\_\_ Cameron Park Airport (hereinafter "Airport");

AGREEMENT AND GRANT OF EASEMENT

NOW, THEREFORE, Grantor, on behalf of itself, its successors and assigns, for and in consideration of the determination by County that Grantor is in compliance with Section 17.38.062 of the El Dorado County Ordinance Code, does hereby grant to the County, its successors and assigns, for the benefit of the public, a perpetual avigation and noise easement, and makes warranties as follows:

1. The easement granted herein shall be for the free and unobstructed passage and flight of aircraft in, through, over, and across the airspace over said Parcel by County, its successors, assignees and their licensees and permittees, and by the public.

2. The rights herein granted shall include the right to overfly the Parcel and to allow, make and emit noise, light, vibrations, fumes, exhaust, smoke, air currents, dust, fuel particles and communications signals, including any inherent radio, television and other electromagnetic interferences, and all other effects as may be inherent to the operation of aircraft using said airspace or landing at, taking off from, or operating on the Airport, subject to the following limitation. The rights granted herein shall be applicable to aircraft of

any and all kinds now know or hereafter invented, used or designed for navigation or flight in the air; provided, that such aircraft shall be of a class, size and category operationally compatible with the Airport, and that the level and nature of the use are consistent with general civil aviation use of the Airport in its configuration at the time of this grant, or with such improvements as may be reasonably foreseeable at the time of this grant, so that nothing in this paragraph is intended to abrogate the doctrine of "overburdening" of easements as defined by statutory and common law.

3. For and on behalf of itself, its successors and assigns, Grantor hereby covenants with County for the direct benefit of the real property constituting the Airport that neither Grantor nor its successors in interest or assigns shall hereafter construct or install, or permit the construction or installation, of any structure or object, or allow the growth of any tree or other vegetation over forty (40) feet in height, except with prior written consent of County or its designee. Grantor warrants and agrees that Grantor will comply with the forty (40) foot height limitation set forth herein and in Section 17.28.040 of the El Dorado County Ordinance Code, regardless of any amendment of Section 17.28.040 or any other section of the El Dorado County Ordinance Code that otherwise may increase the permissible height limitation applicable.

4. In addition to any other rights the County may have to enforce compliance with the height restrictions contained in paragraph 3, above, by Grantor, its successors and assigns, County, its successors and assigns, after thirty (30) days written notice to Grantor, its successors or assigns, shall have the right to remove any structure or object in excess of the forty (40) foot height limitation (or such portion of a structure or object as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable), and shall have the right to cut or remove any vegetation exceeding forty (40) feet in height (or such portion as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable) if such vegetation is determined by the County to constitute a hazard or obstruction to aerial navigation, violates any law or regulation, including, but not limited to, regulations of the Federal Aviation Administration, or otherwise interferes with the exercise of rights granted herein. County, its successors and assigns, are granted the right of ingress to, egress from, and passage over the Parcel for the foregoing purposes. No notice shall be required if it is determined by the County or its designee that the structure, object or vegetation constitutes an immediate threat to safety. Removal of any structure or vegetation not in compliance with the terms of this easement shall be at the expense of Grantor.

5. Grantor warrants and agrees that Grantor will refrain from any action or use of the Parcel that creates any electrical interference with radio communications between any installation at the Airport and aircraft. Grantor warrants that Grantor will refrain from erecting any structure or fixture which constitutes a barrier to pilots seeking to distinguish between airport lights and other lights or which impairs the visibility of the airport in such a manner as to endanger the landing, takeoff or maneuverability of aircraft seeking to land at, or take off from the Airport. County agrees that Grantor shall not be in violation of this warranty unless Grantor shall have been given express written notice by County, or County's assignees, of any breach of this warranty and that Grantor shall have a reasonable time within which to remedy the breach. Unless otherwise stated in the notice, thirty (30) days shall be deemed a reasonable time within which to remedy the breach. If the Grantor fails to cure the breach within the reasonable period of time after notice, County, its successors or assigns, shall have the same rights of access over and upon the Parcel for the purpose of curing such breach as are set forth in paragraph 4, above, and such cure shall be at the expense of Grantor. Advance notice shall not be required if it is determined by County that the breach constitutes an immediate threat to safety.

6. All covenants, conditions and warranties contained in this instrument are made and entered into for the benefit of County on behalf of the Airport and the public. These promises, covenants, conditions and warranties shall run with the Parcel, described and identified on Exhibit A, attached, and bind Grantor's heirs, administrators, executors, successors and assigns to the maximum extent permitted by law.

7(a). Grantor, on behalf of itself, its successors and assigns, hereby releases, waives, discharges and relinquishes, any and all claims, actions, causes of action, demands and liabilities of any nature whatsoever, which the Grantor now has or which may hereafter accrue, against the County, its officers, employees, and board or commission members, arising in any manner out of the operation of the Airport, the exercise of any rights granted under this easement or any aviation activities associated in any way with the Airport, except as provided in Section 7(b), below. Types of claims, actions, causes of action, demands and liabilities released, waived, discharged and relinquished herein include, but are not limited to, claims for property damage, bodily injury, personal injury, nuisance, trespass, conversion of property and inverse condemnation. The release, waiver and relinquishment contained in this paragraph shall be effective whether or not the claim or action arises out of conduct which is within or exceeds the rights granted by this easement, and whether or not the conduct is in compliance with the terms of this easement.

It is understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain Claims Not Affected By General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7(b). In the event that the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply in cases where the alleged harm or liability is caused by an act or omission of the County of El Dorado or an employee thereof constituting gross negligence, recklessness or willfulness; provided, that this Section 7(b) is not intended, in any event, to except from the release and waiver contained in Section 7(a) claims such as inverse condemnation and nuisance where the acts complained of are the exercise of rights granted under this easement.

In addition, if the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply to any action seeking injunctive relief based on allegations of any violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other alleged violation of law governing the conduct of the County in the operation and maintenance of the Airport; provided, that no claim for monetary damages or any monetary award may be maintained in any such action unless the standard of gross negligence, recklessness or willfulness set out above is satisfied.

8. Nothing in this easement shall be construed to preclude Grantor, or Grantor's heirs, successors or assigns, from bringing a cause of action against any pilot, fixed base operator, manufacturer, maintenance entity or any person (other than the County of El Dorado and its officers, board and commission members) for an act or omission which constitutes a violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other act, omission or breach of duty of ordinary care otherwise cognizable under the laws of the State of California.

9. Grantor agrees to defend at its own cost, hold harmless and indemnify County from any liability arising out of Grantor's failure to comply with the terms of this easement.

10. This easement and the warranties made a part hereof shall continue in effect until the Airport shall be permanently abandoned and shall cease to be used for public airport purposes.

11. County may assign all or any portion of the rights herein to any special district heretofore or hereafter formed for the purpose of operating the Airport, or to any other public entity which assumes responsibility for such operation; provided, however, that both Sections 7(a) and 7(b) shall be applicable with respect to any such public entity assignee. In addition, the terms and limitations contained in Sections 7(a), 7(b) and 8 shall remain in effect and binding as between Grantor, its heirs and successors, and County, its officers, employees and board and commission members notwithstanding any assignment of rights herein.

For Grantor(s):  
By: Richard G. Robertson  
Print: Richard G. Robertson  
By: Donna R. Robertson  
Print: Donna R. Robertson

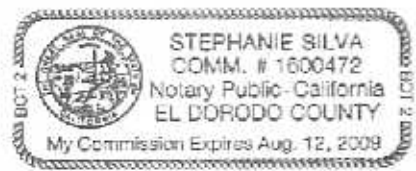
For the County of El Dorado  
By: \_\_\_\_\_  
Print: \_\_\_\_\_

ATTEST:

STATE OF CALIFORNIA     )  
County of El Dorado     ) ss.

On JANUARY 13<sup>th</sup> 2007, before me, STEPHANIE SILVA, Notary Public, personally appeared RICHARD G. & DONNA R. ROBERTSON personally known to me or 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 entry upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Stephanie Silva  
Notary Public in and for said State

RECORDING REQUESTED BY:  
Fidelity National Title of California  
Escrow No. 985063-ID  
Title Order No. 00985063

When Recorded Mail Document  
and Tax Statement To:

Richard Robertson  
Donna Robertson  
2845 Waverly Drive  
Cameron Park, Ca. 95682



El Dorado, County Recorder  
William Schultz Co Recorder Office  
DOC- 2004-0063235-00

Acct 2-FIDELITY NATL TITLE CO  
Friday, AUG 06, 2004 14:30:00  
Ttl Pd \$382.10 Nbr-0200614271  
CLC/C1/1-1

APN: 116-104-08-100

GRANT DEED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)  
Documentary transfer tax is \$375.10

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated Area City of

PCOS  
FILED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Stanislaw Cichon

hereby GRANT(S) to Richard G. Robertson and Donna R. Robertson, Husband and Wife, as joint tenants

the following described real property in the County of El Dorado, State of California:

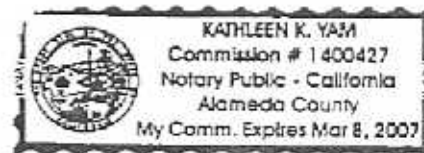
Lot 203 of Cameron Park Unit No. 11, filed in the office of the County Recorder, County of El Dorado, State of California on December 18, 1970, in Book E of Maps at page 82.

DATED: August 3, 2004

STATE OF CALIFORNIA  
COUNTY OF Alameda  
ON Aug 4, 2004 before me,  
Kathleen K. Yam personally appeared  
Stanislaw Cichon

Stanislaw Cichon  
Stanislaw Cichon

personally known to me or 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.



Witness my hand and official seal.

Signature Kathleen K. Yam

MAIL TAX STATEMENTS AS DIRECTED ABOVE



WHEN RECORDED, RETURN TO  
THE BOARD OF SUPERVISORS  
EL DORADO COUNTY

CERTIFICATE  
OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated January 13, 2007, from Richard Robertson and Donna Robertson, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 1, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 1st day of May 2007

COUNTY OF EL DORADO

By

\_\_\_\_\_  
Chairman  
Board of Supervisors

ATTEST:

CINDY KECK  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk



RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME: Board of Supervisors  
MAILING ADDRESS: 330 Fair Lane Court  
CITY, STATE, ZIP: Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

**AVIGATION AND NOISE EASEMENT**

This Easement and Agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and \_\_\_\_\_ Dennis & Peggy Romary \_\_\_\_\_, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

**RECITALS**

**WHEREAS**, pursuant to the requirements of Section 65302.3 of the Government Code of the State of California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El Dorado County Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Airport Land Commission had adopted the \_\_\_\_\_ Cameron Park \_\_\_\_\_ Airport Comprehensive Land Use Plan; and,

**WHEREAS**, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number \_\_\_\_\_ 083-583-07 \_\_\_\_\_ (Building Permit # \_\_\_\_\_ 178390 \_\_\_\_\_) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

**WHEREAS**, the Parcel lies within airport safety zone \_\_\_\_\_ 3 \_\_\_\_\_ as shown on the Comprehensive Land Use Plan of the \_\_\_\_\_ Cameron Park \_\_\_\_\_ Airport (hereinafter "Airport");

**AGREEMENT AND GRANT OF EASEMENT**

**NOW, THEREFORE**, Grantor, on behalf of itself, its successors and assigns, for and in consideration of the determination by County that Grantor is in compliance with Section 17.38.062 of the El Dorado County Ordinance Code, does hereby grant to the County, its successors and assigns, for the benefit of the public, a perpetual avigation and noise easement, and makes warranties as follows:

1. The easement granted herein shall be for the free and unobstructed passage and flight of aircraft in, through, over, and across the airspace over said Parcel by County, its successors, assignees and their licensees and permittees, and by the public.

2. The rights herein granted shall include the right to overfly the Parcel and to allow, make and emit noise, light, vibrations, fumes, exhaust, smoke, air currents, dust, fuel particles and communications signals, including any inherent radio, television and other electromagnetic interferences, and all other effects as may be inherent to the operation of aircraft using said airspace or landing at, taking off from, or operating on the Airport, subject to the following limitation. The rights granted herein shall be applicable to aircraft of

Dennis & Peggy Romary

Avigation and Noise Easement  
Grantor: DRP / PDR

Page 2

any and all kinds now know or hereafter invented, used or designed for navigation or flight in the air; provided, that such aircraft shall be of a class, size and category operationally compatible with the Airport, and that the level and nature of the use are consistent with general civil aviation use of the Airport in its configuration at the time of this grant, or with such improvements as may be reasonably foreseeable at the time of this grant, so that nothing in this paragraph is intended to abrogate the doctrine of "overburdening" of easements as defined by statutory and common law.

3. For and on behalf of itself, its successors and assigns, Grantor hereby covenants with County for the direct benefit of the real property constituting the Airport that neither Grantor nor its successors in interest or assigns shall hereafter construct or install, or permit the construction or installation, of any structure or object, or allow the growth of any tree or other vegetation over forty (40) feet in height, except with prior written consent of County or its designee. Grantor warrants and agrees that Grantor will comply with the forty (40) foot height limitation set forth herein and in Section 17.28.040 of the El Dorado County Ordinance Code, regardless of any amendment of Section 17.28.040 or any other section of the El Dorado County Ordinance Code that otherwise may increase the permissible height limitation applicable.

4. In addition to any other rights the County may have to enforce compliance with the height restrictions contained in paragraph 3, above, by Grantor, its successors and assigns, County, its successors and assigns, after thirty (30) days written notice to Grantor, its successors or assigns, shall have the right to remove any structure or object in excess of the forty (40) foot height limitation (or such portion of a structure or object as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable), and shall have the right to cut or remove any vegetation exceeding forty (40) feet in height (or such portion as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable) if such vegetation is determined by the County to constitute a hazard or obstruction to aerial navigation, violates any law or regulation, including, but not limited to, regulations of the Federal Aviation Administration, or otherwise interferes with the exercise of rights granted herein. County, its successors and assigns, are granted the right of ingress to, egress from, and passage over the Parcel for the foregoing purposes. No notice shall be required if it is determined by the County or its designee that the structure, object or vegetation constitutes an immediate threat to safety. Removal of any structure or vegetation not in compliance with the terms of this easement shall be at the expense of Grantor.

5. Grantor warrants and agrees that Grantor will refrain from any action or use of the Parcel that creates any electrical interference with radio communications between any installation at the Airport and aircraft. Grantor warrants that Grantor will refrain from erecting any structure or fixture which constitutes a barrier to pilots seeking to distinguish between airport lights and other lights or which impairs the visibility of the airport in such a manner as to endanger the landing, takeoff or maneuverability of aircraft seeking to land at, or take off from the Airport. County agrees that Grantor shall not be in violation of this warranty unless Grantor shall have been given express written notice by County, or County's assignees, of any breach of this warranty and that Grantor shall have a reasonable time within which to remedy the breach. Unless otherwise stated in the notice, thirty (30) days shall be deemed a reasonable time within which to remedy the breach. If the Grantor fails to cure the breach within the reasonable period of time after notice, County, its successors or assigns, shall have the same rights of access over and upon the Parcel for the purpose of curing such breach as are set forth in paragraph 4, above, and such cure shall be at the expense of Grantor. Advance notice shall not be required if it is determined by County that the breach constitutes an immediate threat to safety.

6. All covenants, conditions and warranties contained in this instrument are made and entered into for the benefit of County on behalf of the Airport and the public. These promises, covenants, conditions and warranties shall run with the Parcel, described and identified on Exhibit A, attached, and bind Grantor's heirs, administrators, executors, successors and assigns to the maximum extent permitted by law.

Dennis & Peggy Romary

Aviation and Noise Easement  
Grantor: CWR / PDR

Page 3

7(a). Grantor, on behalf of itself, its successors and assigns, hereby releases, waives, discharges and relinquishes, any and all claims, actions, causes of action, demands and liabilities of any nature whatsoever, which the Grantor now has or which may hereafter accrue, against the County, its officers, employees, and board or commission members, arising in any manner out of the operation of the Airport, the exercise of any rights granted under this easement or any aviation activities associated in any way with the Airport, except as provided in Section 7(b), below. Types of claims, actions, causes of action, demands and liabilities released, waived, discharged and relinquished herein include, but are not limited to, claims for property damage, bodily injury, personal injury, nuisance, trespass, conversion of property and inverse condemnation. The release, waiver and relinquishment contained in this paragraph shall be effective whether or not the claim or action arises out of conduct which is within or exceeds the rights granted by this easement, and whether or not the conduct is in compliance with the terms of this easement.

It is understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain Claims Not Affected By General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7(b). In the event that the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply in cases where the alleged harm or liability is caused by an act or omission of the County of El Dorado or an employee thereof constituting gross negligence, recklessness or willfulness; provided, that this Section 7(b) is not intended, in any event, to exempt from the release and waiver contained in Section 7(a) claims such as inverse condemnation and nuisance where the acts complained of are the exercise of rights granted under this easement.

In addition, if the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply to any action seeking injunctive relief based on allegations of any violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other alleged violation of law governing the conduct of the County in the operation and maintenance of the Airport; provided, that no claim for monetary damages or any monetary award may be maintained in any such action unless the standard of gross negligence, recklessness or willfulness set out above is satisfied.

8. ~~Nothing in this easement shall be construed to preclude Grantor, or Grantor's heirs, successors or assigns, from bringing a cause of action against any pilot, fixed base operator, manufacturer, maintenance entity or any person (other than the County of El Dorado and its officers, board and commission members) for an act or omission which constitutes a violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other act, omission or breach of duty of ordinary care otherwise cognizable under the laws of the State of California.~~

9. Grantor agrees to defend at its own cost, hold harmless and indemnify County from any liability arising out of Grantor's failure to comply with the terms of this easement.

10. This easement and the warranties made a part hereof shall continue in effect until the Airport shall be permanently abandoned and shall cease to be used for public airport purposes.

Dennis & Peggy Romary

Aviation and Noise Abatement  
Grantor: DRB / DR

11. County may assign all or any portion of the rights herein to any special district heretofore or hereafter formed for the purpose of operating the Airport, or to any other public entity which assumes responsibility for such operation; provided, however, that both Sections 7(a) and 7(b) shall be applicable with respect to any such public entity assignee. In addition, the terms and limitations contained in Sections 7(a), 7(b) and 8 shall remain in effect and binding as between Grantor, its heirs and successors, and County, its officers, employees and board and commission members notwithstanding any assignment of rights herein.

For Grantor(s):

For the County of El Dorado

By: D Romary

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

Print: Dennis C Romary

Print: \_\_\_\_\_

X By: Peggy Romary

Print: PEGGY ROMARY

ATTEST:

STATE OF CALIFORNIA )

)ss.

County of El Dorado )

On January 6, 2007, before me, Sharon K. Navarro, Notary Public, Notary Public, personally appeared Dennis Romary & Peggy Romary, personally known to me or 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.

WITNESS my hand and official seal.



Sharon K. Navarro, Notary Public  
Notary Public in and for said State

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INS. CO.  
AND WHEN RECORDED MAIL TO:

Dennis C. Romary  
Peggy D. Romary  
328 Muirfield Court  
Cameron Park, CA 95682



El Dorado, County Recorder  
William E. Schultz Co Recorder Office  
DOC- 2001-0055021-00

Acct 3-FIRST AMERICAN TITLE CO  
Wednesday, AUG 29, 2001 13:17:04  
Ttl Pd \$461.00 Nbr-0000177418  
JLF/C2/1-2

Space Above This Line for Recorder's Use Only

A.P.N.: 083-583-07-100

Order No.: 38661

Escrow No.: 2133957DS

### GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$ 451.00  
[ X ] computed on full value of property conveyed, or  
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,  
[ ] unincorporated area; [ X ] City of Cameron Park, and

PCOS  
FILED

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,

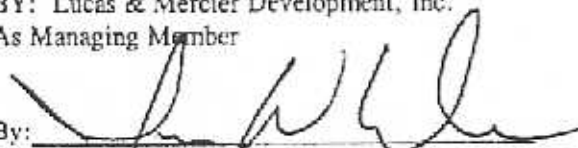
LMD Cameron, LLC, a California Limited Liability Company

hereby GRANT(S) to Dennis C. Romary and Peggy D. Romary, Husband and Wife,  
as Joint Tenants

the following described property in the City of unincorporated area, County of El Dorado State of California;

See Exhibit "A" attached hereto and made a part hereof

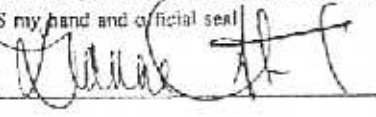
LMD Cameron, LLC, a California Limited  
Liability Company  
BY: Lucas & Mercier Development, Inc.  
As Managing Member

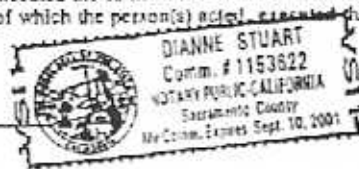
By:   
Jerome W. Dover, Vice President

Document Date: June 8, 2001

STATE OF CALIFORNIA )  
COUNTY OF Placer )  
On August 24, 2001 before me, the undersigned  
personally appeared Jerome W. Dover

personally known to me (or 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.

WITNESS my hand and official seal  
Signature 



This area for official notarial seal.



08/29/2001, 20010055021

## Exhibit "A"

Lot *57*, as shown on the map of "Cameron Ridge Unit No. 2," filed for record April 26, 2000, in Book I, of Maps at Page 62, El Dorado County Records.

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND ENCROACHMENTS, WHICH RECORDED JUNE 1, 2000, IN INSTRUMENT NUMBER 2000-0026979 OF THE OFFICIAL RECORDS OF SAID COUNTY, SAID DECLARATION IS INCORPORATED HEREBY BY THIS REFERENCE WITH THE SAME FORCE AND EFFECT AS THOUGH FULLY SET FORTH HEREBY.



WHEN RECORDED, RETURN TO  
THE BOARD OF SUPERVISORS  
EL DORADO COUNTY

CERTIFICATE  
OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated January 6, 2007, from Dennis Romary and Peggy Romary, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 1, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 1st day of May 2007

COUNTY OF EL DORADO

By

\_\_\_\_\_  
Chairman  
Board of Supervisors

ATTEST:

CINDY KECK  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

#

RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME: Board of Supervisors  
MAILING ADDRESS: 330 Fair Lane Court  
CITY, STATE, ZIP: Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

**AVIGATION AND NOISE EASEMENT**

This Easement and Agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and Randal R. & Miekele R Wells, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

**RECITALS**

**WHEREAS**, pursuant to the requirements of Section 65302.3 of the Government Code of the State of California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El Dorado County Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Airport Land Commission had adopted the Cameron Park Airport Comprehensive Land Use Plan; and,

**WHEREAS**, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 063-570-08-100 (Building Permit # 179219) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

**WHEREAS**, the Parcel lies within airport safety zone 3 as shown on the Comprehensive Land Use Plan of the Cameron Park Airport (hereinafter "Airport");

**AGREEMENT AND GRANT OF EASEMENT**

**NOW, THEREFORE**, Grantor, on behalf of itself, its successors and assigns, for and in consideration of the determination by County that Grantor is in compliance with Section 17.38.062 of the El Dorado County Ordinance Code, does hereby grant to the County, its successors and assigns, for the benefit of the public, a perpetual avigation and noise easement, and makes warranties as follows:

1. The easement granted herein shall be for the free and unobstructed passage and flight of aircraft in, through, over, and across the airspace over said Parcel by County, its successors, assignees and their licensees and permittees, and by the public.
2. The rights herein granted shall include the right to overfly the Parcel and to allow, make and emit noise, light, vibrations, fumes, exhaust, smoke, air currents, dust, fuel particles and communications signals, including any inherent radio, television and other electromagnetic interferences, and all other effects as may be inherent to the operation of aircraft using said airspace or landing at, taking off from, or operating on the Airport, subject to the following limitation. The rights granted herein shall be applicable to aircraft of

any and all kinds now known or hereafter invented, used or designed for navigation or flight in the air; provided, that such aircraft shall be of a class, size and category operationally compatible with the Airport, and that the level and nature of the use are consistent with general civil aviation use of the Airport in its configuration at the time of this grant, or with such improvements as may be reasonably foreseeable at the time of this grant, so that nothing in this paragraph is intended to abrogate the doctrine of "overburdening" of easements as defined by statutory and common law.

3. For and on behalf of itself, its successors and assigns, Grantor hereby covenants with County for the direct benefit of the real property constituting the Airport that neither Grantor nor its successors in interest or assigns shall hereafter construct or install, or permit the construction or installation, of any structure or object, or allow the growth of any tree or other vegetation over forty (40) feet in height, except with prior written consent of County or its designee. Grantor warrants and agrees that Grantor will comply with the forty (40) foot height limitation set forth herein and in Section 17.28.040 of the El Dorado County Ordinance Code, regardless of any amendment of Section 17.28.040 or any other section of the El Dorado County Ordinance Code that otherwise may increase the permissible height limitation applicable.

4. In addition to any other rights the County may have to enforce compliance with the height restrictions contained in paragraph 3, above, by Grantor, its successors and assigns, County, its successors and assigns, after thirty (30) days written notice to Grantor, its successors or assigns, shall have the right to remove any structure or object in excess of the forty (40) foot height limitation (or such portion of a structure or object as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable), and shall have the right to cut or remove any vegetation exceeding forty (40) feet in height (or such portion as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable) if such vegetation is determined by the County to constitute a hazard or obstruction to aerial navigation, violates any law or regulation, including, but not limited to, regulations of the Federal Aviation Administration, or otherwise interferes with the exercise of rights granted herein. County, its successors and assigns, are granted the right of ingress to, egress from, and passage over the Parcel for the foregoing purposes. No notice shall be required if it is determined by the County or its designee that the structure, object or vegetation constitutes an immediate threat to safety. Removal of any structure or vegetation not in compliance with the terms of this easement shall be at the expense of Grantor.

5. Grantor warrants and agrees that Grantor will refrain from any action or use of the Parcel that creates any electrical interference with radio communications between any installation at the Airport and aircraft. Grantor warrants that Grantor will refrain from erecting any structure or fixture which constitutes a barrier to pilots seeking to distinguish between airport lights and other lights or which impairs the visibility of the airport in such a manner as to endanger the landing, takeoff or maneuverability of aircraft seeking to land at, or take off from the Airport. County agrees that Grantor shall not be in violation of this warranty unless Grantor shall have been given express written notice by County, or County's assignees, of any breach of this warranty and that Grantor shall have a reasonable time within which to remedy the breach. Unless otherwise stated in the notice, thirty (30) days shall be deemed a reasonable time within which to remedy the breach. If the Grantor fails to cure the breach within the reasonable period of time after notice, County, its successors or assigns, shall have the same rights of access over and upon the Parcel for the purpose of curing such breach as are set forth in paragraph 4, above, and such cure shall be at the expense of Grantor. Advance notice shall not be required if it is determined by County that the breach constitutes an immediate threat to safety.

6. All covenants, conditions and warranties contained in this instrument are made and entered into for the benefit of County on behalf of the Airport and the public. These promises, covenants, conditions and warranties shall run with the Parcel, described and identified on Exhibit A, attached, and bind Grantor's heirs, administrators, executors, successors and assigns to the maximum extent permitted by law.

7(a). Grantor, on behalf of itself, its successors and assigns, hereby releases, waives, discharges and relinquishes, any and all claims, actions, causes of action, demands and liabilities of any nature whatsoever, which the Grantor now has or which may hereafter accrue, against the County, its officers, employees, and board or commission members, arising in any manner out of the operation of the Airport, the exercise of any rights granted under this easement or any aviation activities associated in any way with the Airport, except as provided in Section 7(b), below. Types of claims, actions, causes of action, demands and liabilities released, waived, discharged and relinquished herein include, but are not limited to, claims for property damage, bodily injury, personal injury, nuisance, trespass, conversion of property and inverse condemnation. The release, waiver and relinquishment contained in this paragraph shall be effective whether or not the claim or action arises out of conduct which is within or exceeds the rights granted by this easement, and whether or not the conduct is in compliance with the terms of this easement.

It is understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain Claims Not Affected By General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7(b). In the event that the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply in cases where the alleged harm or liability is caused by an act or omission of the County of El Dorado or an employee thereof constituting gross negligence, recklessness or willfulness; provided, that this Section 7(b) is not intended, in any event, to except from the release and waiver contained in Section 7(a) claims such as inverse condemnation and nuisance where the acts complained of are the exercise of rights granted under this easement.

In addition, if the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply to any action seeking injunctive relief based on allegations of any violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other alleged violation of law governing the conduct of the County in the operation and maintenance of the Airport; provided, that no claim for monetary damages or any monetary award may be maintained in any such action unless the standard of gross negligence, recklessness or willfulness set out above is satisfied.

8. Nothing in this easement shall be construed to preclude Grantor, or Grantor's heirs, successors or assigns, from bringing a cause of action against any pilot, fixed base operator, manufacturer, maintenance entity or any person (other than the County of El Dorado and its officers, board and commission members) for an act or omission which constitutes a violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other act, omission or breach of duty of ordinary care otherwise cognizable under the laws of the State of California.

9. Grantor agrees to defend at its own cost, hold harmless and indemnify County from any liability arising out of Grantor's failure to comply with the terms of this easement.

10. This easement and the warranties made a part hereof shall continue in effect until the Airport shall be permanently abandoned and shall cease to be used for public airport purposes.

11. County may assign all or any portion of the rights herein to any special district heretofore or hereafter formed for the purpose of operating the Airport, or to any other public entity which assumes responsibility for such operation; provided, however, that both Sections 7(a) and 7(b) shall be applicable with respect to any such public entity assignee. In addition, the terms and limitations contained in Sections 7(a), 7(b) and 8 shall remain in effect and binding as between Grantor, its heirs and successors, and County, its officers, employees and board and commission members notwithstanding any assignment of rights herein.

For Grantor(s):

By: Randal R. Wells  
Print: RANDAL R. WELLS

For the County of El Dorado

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

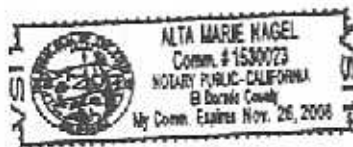
By: Michele R. Wells  
Print: MICHELE R. WELLS

ATTEST:

STATE OF CALIFORNIA     )  
County of El Dorado     )     )ss.

On Sunday, Feb. 25, 2007, before me, Alta Marie Nagel, Notary Public, personally appeared Randy Wells, personally known to me or 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.

WITNESS my hand and official seal.



Alta Marie Nagel  
Notary Public in and for said State

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INS. CO.  
AND WHEN RECORDED MAIL TO:  
Randal R. Wells  
Michele R. Wells  
808 Kentfield Ct  
Cameron Park, CA 95682



El Dorado, County Recorder  
William Schultz Co Recorder Office  
DOC- 2002-0022783-00

Acct 3-FIRST AMERICAN TITLE CO  
Friday, MAR 29, 2002 08:00:31

Ttl Pd \$416.45 Nbr-0000251358

CLC/C2/1-2

A.P.N.: 083-570-08-100

Order No.: 41710

Escrow No.: A213390805

### GRANT DEED

PCOS  
FILED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$406.45  
 computed on full value of property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale,  
 unincorporated area;  City of Cameron Park, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,

LMD Cameron, LLC, a California Limited Liability Company

hereby GRANT(S) to

Randal R. Wells and Michele R. Wells, Husband and Wife as Joint Tenants

the following described property in the City of Cameron Park, County of El Dorado State of California;

See Exhibit "A" attached hereto and made a part hereof.

LMD Cameron, LLC, a California Limited  
Liability Company  
BY: Lucas & Mercier Development, Inc.  
As Managing Member

By: Donald E. Reed  
Donald E. Reed, Vice President

Document Date: March 21, 2002

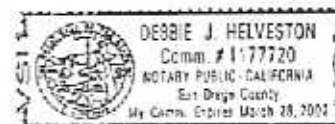
STATE OF CALIFORNIA  
COUNTY OF Placer,<sup>JSS</sup>  
On 3-27-02 before me,  
personally appeared Donald E. Reed

Debbie J. Helveston

personally known to me (or 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.

WITNESS my hand and official seal.

Signature Debbie J. Helveston



Mail Tax Statements to: SAME AS ABOVE or Address Noted Below



03/29/2002, 20020022783

**Exhibit "A"**

Lot 8, as shown on the map of "Cameron Ridge Unit No. 1," filed for record May 14, 1999, in Book I, of Maps at Page 36, El Dorado County Records.

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND ENCROACHMENTS, WHICH RECORDED JUNE 17, 1999, AS INSTRUMENT NUMBER 99-0037782 OF OFFICIAL RECORDS OF SAID COUNTY, SAID DECLARATION IS INCORPORATED HEREIN BY THIS REFERENCE BY THIS REFERENCE WITH THE SAME FORCE AND EFFECT AS THOUGH FULLY SET FORTH HEREIN.

03/29/2002, 20020022783

WHEN RECORDED, RETURN TO  
THE BOARD OF SUPERVISORS  
EL DORADO COUNTY

CERTIFICATE  
OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated February 25, 2007, from Randal R. and Michele R. Wells, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 1, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 1st day of May 2007

COUNTY OF EL DORADO

By

\_\_\_\_\_  
Chairman  
Board of Supervisors

ATTEST:

CINDY KECK  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME: Board of Supervisors  
MAILING ADDRESS: 330 Fair Lane Court  
CITY, STATE, ZIP: Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

### AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and Burnett Park LLC, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

### RECITALS

**WHEREAS**, pursuant to the requirements of Section 65302.3 of the Government Code of the State of California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El Dorado County Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Airport Land Commission had adopted the Cameron Park Airport Comprehensive Land Use Plan; and,

**WHEREAS**, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 082-531-22 (Building Permit # 170046, 170045 ) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

**WHEREAS**, the Parcel lies within airport safety zone 3 as shown on the Comprehensive Land Use Plan of the Cameron Park Airport (hereinafter "Airport");

### AGREEMENT AND GRANT OF EASEMENT

**NOW, THEREFORE**, Grantor, on behalf of itself, its successors and assigns, for and in consideration of the determination by County that Grantor is in compliance with Section 17.38.062 of the El Dorado County Ordinance Code, does hereby grant to the County, its successors and assigns, for the benefit of the public, a perpetual avigation and noise easement, and makes warranties as follows:

1. The easement granted herein shall be for the free and unobstructed passage and flight of aircraft in, through, over, and across the airspace over said Parcel by County, its successors, assignees and their licensees and permittees, and by the public.

2. The rights herein granted shall include the right to overfly the Parcel and to allow, make and emit noise, light, vibrations, fumes, exhaust, smoke, air currents, dust, fuel particles and communications signals, including any inherent radio, television and other electromagnetic interferences, and all other effects as may be inherent to the operation of aircraft using said airspace or landing at, taking off from, or operating on the Airport, subject to the following limitation. The rights granted herein shall be applicable to aircraft of

any and all kinds now know or hereafter invented, used or designed for navigation or flight in the air; provided, that such aircraft shall be of a class, size and category operationally compatible with the Airport, and that the level and nature of the use are consistent with general civil aviation use of the Airport in its configuration at the time of this grant, or with such improvements as may be reasonably foreseeable at the time of this grant, so that nothing in this paragraph is intended to abrogate the doctrine of "overburdening" of easements as defined by statutory and common law.

3. For and on behalf of itself, its successors and assigns, Grantor hereby covenants with County for the direct benefit of the real property constituting the Airport that neither Grantor nor its successors in interest or assigns shall hereafter construct or install, or permit the construction or installation, of any structure or object, or allow the growth of any tree or other vegetation over forty (40) feet in height, except with prior written consent of County or its designee. Grantor warrants and agrees that Grantor will comply with the forty (40) foot height limitation set forth herein and in Section 17.28.040 of the El Dorado County Ordinance Code, regardless of any amendment of Section 17.28.040 or any other section of the El Dorado County Ordinance Code that otherwise may increase the permissible height limitation applicable.

4. In addition to any other rights the County may have to enforce compliance with the height restrictions contained in paragraph 3, above, by Grantor, its successors and assigns, County, its successors and assigns, after thirty (30) days written notice to Grantor, its successors or assigns, shall have the right to remove any structure or object in excess of the forty (40) foot height limitation (or such portion of a structure or object as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable), and shall have the right to cut or remove any vegetation exceeding forty (40) feet in height (or such portion as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable) if such vegetation is determined by the County to constitute a hazard or obstruction to aerial navigation, violates any law or regulation, including, but not limited to, regulations of the Federal Aviation Administration, or otherwise interferes with the exercise of rights granted herein. County, its successors and assigns, are granted the right of ingress to, egress from, and passage over the Parcel for the foregoing purposes. No notice shall be required if it is determined by the County or its designee that the structure, object or vegetation constitutes an immediate threat to safety. Removal of any structure or vegetation not in compliance with the terms of this easement shall be at the expense of Grantor.

5. Grantor warrants and agrees that Grantor will refrain from any action or use of the Parcel that creates any electrical interference with radio communications between any installation at the Airport and aircraft. Grantor warrants that Grantor will refrain from erecting any structure or fixture which constitutes a barrier to pilots seeking to distinguish between airport lights and other lights or which impairs the visibility of the airport in such a manner as to endanger the landing, takeoff or maneuverability of aircraft seeking to land at, or take off from the Airport. County agrees that Grantor shall not be in violation of this warranty unless Grantor shall have been given express written notice by County, or County's assignees, of any breach of this warranty and that Grantor shall have a reasonable time within which to remedy the breach. Unless otherwise stated in the notice, thirty (30) days shall be deemed a reasonable time within which to remedy the breach. If the Grantor fails to cure the breach within the reasonable period of time after notice, County, its successors or assigns, shall have the same rights of access over and upon the Parcel for the purpose of curing such breach as are set forth in paragraph 4, above, and such cure shall be at the expense of Grantor. Advance notice shall not be required if it is determined by County that the breach constitutes an immediate threat to safety.

6. All covenants, conditions and warranties contained in this instrument are made and entered into for the benefit of County on behalf of the Airport and the public. These promises, covenants, conditions and warranties shall run with the Parcel, described and identified on Exhibit A, attached, and bind Grantor's heirs, administrators, executors, successors and assigns to the maximum extent permitted by law.

7(a). Grantor, on behalf of itself, its successors and assigns, hereby releases, waives, discharges and relinquishes, any and all claims, actions, causes of action, demands and liabilities of any nature whatsoever, which the Grantor now has or which may hereafter accrue, against the County, its officers, employees, and board or commission members, arising in any manner out of the operation of the Airport, the exercise of any rights granted under this easement or any aviation activities associated in any way with the Airport, except as provided in Section 7(b), below. Types of claims, actions, causes of action, demands and liabilities released, waived, discharged and relinquished herein include, but are not limited to, claims for property damage, bodily injury, personal injury, nuisance, trespass, conversion of property and inverse condemnation. The release, waiver and relinquishment contained in this paragraph shall be effective whether or not the claim or action arises out of conduct which is within or exceeds the rights granted by this easement, and whether or not the conduct is in compliance with the terms of this easement.

It is understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain Claims Not Affected By General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7(b). In the event that the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply in cases where the alleged harm or liability is caused by an act or omission of the County of El Dorado or an employee thereof constituting gross negligence, recklessness or willfulness; provided, that this Section 7(b) is not intended, in any event, to except from the release and waiver contained in Section 7(a) claims such as inverse condemnation and nuisance where the acts complained of are the exercise of rights granted under this easement.

In addition, if the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply to any action seeking injunctive relief based on allegations of any violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other alleged violation of law governing the conduct of the County in the operation and maintenance of the Airport; provided, that no claim for monetary damages or any monetary award may be maintained in any such action unless the standard of gross negligence, recklessness or willfulness set out above is satisfied.

8. Nothing in this easement shall be construed to preclude Grantor, or Grantor's heirs, successors or assigns, from bringing a cause of action against any pilot, fixed base operator, manufacturer, maintenance entity or any person (other than the County of El Dorado and its officers, board and commission members) for an act or omission which constitutes a violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other act, omission or breach of duty of ordinary care otherwise cognizable under the laws of the State of California.

9. Grantor agrees to defend at its own cost, hold harmless and indemnify County from any liability arising out of Grantor's failure to comply with the terms of this easement.

10. This easement and the warranties made a part hereof shall continue in effect until the Airport shall be permanently abandoned and shall cease to be used for public airport purposes.

11. County may assign all or any portion of the rights herein to any special district heretofore or hereafter formed for the purpose of operating the Airport, or to any other public entity which assumes responsibility for such operation; provided, however, that both Sections 7(a) and 7(b) shall be applicable with respect to any such public entity assignee. In addition, the terms and limitations contained in Sections 7(a), 7(b) and 8 shall remain in effect and binding as between Grantor, its heirs and successors, and County, its officers, employees and board and commission members notwithstanding any assignment of rights herein.

For Grantor(s):

For the County of El Dorado

By: [Signature]

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

Print: Todd E. Leu

Print: \_\_\_\_\_

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

Print: \_\_\_\_\_

ATTEST:

STATE OF CALIFORNIA )

)ss.

County of El Dorado )

On February 21, 2007, before me, KERRY MILLER, Notary Public, personally appeared TODD E. LEU, personally known to me or 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.

WITNESS my hand and official seal.



[Signature]  
Notary Public in and for said State



RECORDING REQUESTED BY

PLACER TITLE COMPANY

Escrow Number: 202-58780-KM

AND WHEN RECORDED MAIL TO

BURNETT PARK, LLC  
P.O. BOX 5650  
EL DORADO HILLS, CA 95762



El Dorado, County Recorder  
William Schultz Co Recorder Office  
DOC- 2006-0002510-00

Acct 6-PLACER TITLE CO  
Thursday, JAN 12, 2006 14:30:00  
Ttl Pd \$10.00 Nbr-0000320612  
CLG/C1/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

The undersigned grantor(s) declare(s): **\*\*EXEMPT - PURSUANT TO R & T CODE 11911\*\***  
Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00  
 computed on full value of property conveyed, or  
 computed on full value less value of liens and encumbrances remaining at time of sale.

PCOS  
FILED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RODNEY WECKWORTH AND HELENA WECKWORTH, HUSBAND AND WIFE**

Hereby GRANT(S) to **BURNETT PARK, LLC**, A CALIFORNIA LIMITED LIABILITY COMPANY

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

LOT 158, OF CAMERON PARK NORTH UNIT NO. 8, FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON JULY 2, 1968, IN BOOK "E" OF MAPS AT PAGE 15.

A.P.N. 082-531-22 -100

Dated: January 09, 2006

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

Page 1 of 2 - 1/9/2006

G:\Corr\Deed.doc (7/2002)

002510

SIGNATURE PAGE FOR GRANT DEED

*[Handwritten Signature]*  
\_\_\_\_\_  
RODNEY WECKWORTH

*Helena Weckworth*  
\_\_\_\_\_  
HELENA WECKWORTH

STATE OF CALIFORNIA  
COUNTY OF EL DORADO

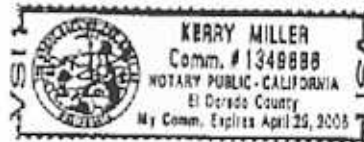
On JANUARY 10, 2006, before me, KERRY MILLER, NOTARY PUBLIC personally appeared  
RODNEY WECKWORTH AND HELENA WECKWORTH

personally known to me (or/they are known to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, an 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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

*[Handwritten Signature]*  
\_\_\_\_\_



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

Page 2 of 2 - 1/9/2006

03/04/2006 (7/2002)

01/12/2006.20060002510

WHEN RECORDED, RETURN TO  
THE BOARD OF SUPERVISORS  
EL DORADO COUNTY

CERTIFICATE  
OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated February 21, 2007, from Burnett Park, LLC/Todd E. Leu, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 1, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 1st day of May 2007

COUNTY OF EL DORADO

By

\_\_\_\_\_  
Chairman  
Board of Supervisors

ATTEST:

CINDY KECK  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME: Board of Supervisors  
MAILING ADDRESS: 330 Fair Lane Court  
CITY, STATE, ZIP: Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

### AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and Marshall Delbert Ence & Jennifer Michele Ence, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

### RECITALS

**WHEREAS**, pursuant to the requirements of Section 65302.3 of the Government Code of the State of California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El Dorado County Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Airport Land Commission had adopted the Cameron Park Airport Comprehensive Land Use Plan; and,

**WHEREAS**, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 116-352-17-100 (Building Permit # 173296) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

**WHEREAS**, the Parcel lies within airport safety zone 3 as shown on the Comprehensive Land Use Plan of the Cameron Park Airport (hereinafter "Airport");

### AGREEMENT AND GRANT OF EASEMENT

**NOW, THEREFORE**, Grantor, on behalf of itself, its successors and assigns, for and in consideration of the determination by County that Grantor is in compliance with Section 17.38.062 of the El Dorado County Ordinance Code, does hereby grant to the County, its successors and assigns, for the benefit of the public, a perpetual avigation and noise easement, and makes warranties as follows:

1. The easement granted herein shall be for the free and unobstructed passage and flight of aircraft in, through, over, and across the airspace over said Parcel by County, its successors, assignees and their licensees and permittees, and by the public.

2. The rights herein granted shall include the right to overfly the Parcel and to allow, make and emit noise, light, vibrations, fumes, exhaust, smoke, air currents, dust, fuel particles and communications signals, including any inherent radio, television and other electromagnetic interferences, and all other effects as may be inherent to the operation of aircraft using said airspace or landing at, taking off from, or operating on the Airport, subject to the following limitation. The rights granted herein shall be applicable to aircraft of

any and all kinds now known or hereafter invented, used or designed for navigation or flight in the air; provided, that such aircraft shall be of a class, size and category operationally compatible with the Airport, and that the level and nature of the use are consistent with general civil aviation use of the Airport in its configuration at the time of this grant, or with such improvements as may be reasonably foreseeable at the time of this grant, so that nothing in this paragraph is intended to abrogate the doctrine of "overburdening" of easements as defined by statutory and common law.

3. For and on behalf of itself, its successors and assigns, Grantor hereby covenants with County for the direct benefit of the real property constituting the Airport that neither Grantor nor its successors in interest or assigns shall hereafter construct or install, or permit the construction or installation, of any structure or object, or allow the growth of any tree or other vegetation over forty (40) feet in height, except with prior written consent of County or its designee. Grantor warrants and agrees that Grantor will comply with the forty (40) foot height limitation set forth herein and in Section 17.28.040 of the El Dorado County Ordinance Code, regardless of any amendment of Section 17.28.040 or any other section of the El Dorado County Ordinance Code that otherwise may increase the permissible height limitation applicable.

4. In addition to any other rights the County may have to enforce compliance with the height restrictions contained in paragraph 3, above, by Grantor, its successors and assigns, County, its successors and assigns, after thirty (30) days written notice to Grantor, its successors or assigns, shall have the right to remove any structure or object in excess of the forty (40) foot height limitation (or such portion of a structure or object as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable), and shall have the right to cut or remove any vegetation exceeding forty (40) feet in height (or such portion as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable) if such vegetation is determined by the County to constitute a hazard or obstruction to aerial navigation, violates any law or regulation, including, but not limited to, regulations of the Federal Aviation Administration, or otherwise interferes with the exercise of rights granted herein. County, its successors and assigns, are granted the right of ingress to, egress from, and passage over the Parcel for the foregoing purposes. No notice shall be required if it is determined by the County or its designee that the structure, object or vegetation constitutes an immediate threat to safety. Removal of any structure or vegetation not in compliance with the terms of this easement shall be at the expense of Grantor.

5. Grantor warrants and agrees that Grantor will refrain from any action or use of the Parcel that creates any electrical interference with radio communications between any installation at the Airport and aircraft. Grantor warrants that Grantor will refrain from erecting any structure or fixture which constitutes a barrier to pilots seeking to distinguish between airport lights and other lights or which impairs the visibility of the airport in such a manner as to endanger the landing, takeoff or maneuverability of aircraft seeking to land at, or take off from the Airport. County agrees that Grantor shall not be in violation of this warranty unless Grantor shall have been given express written notice by County, or County's assignees, of any breach of this warranty and that Grantor shall have a reasonable time within which to remedy the breach. Unless otherwise stated in the notice, thirty (30) days shall be deemed a reasonable time within which to remedy the breach. If the Grantor fails to cure the breach within the reasonable period of time after notice, County, its successors or assigns, shall have the same rights of access over and upon the Parcel for the purpose of curing such breach as are set forth in paragraph 4, above, and such cure shall be at the expense of Grantor. Advance notice shall not be required if it is determined by County that the breach constitutes an immediate threat to safety.

6. All covenants, conditions and warranties contained in this instrument are made and entered into for the benefit of County on behalf of the Airport and the public. These promises, covenants, conditions and warranties shall run with the Parcel, described and identified on Exhibit A, attached, and bind Grantor's heirs, administrators, executors, successors and assigns to the maximum extent permitted by law.

7(a). Grantor, on behalf of itself, its successors and assigns, hereby releases, waives, discharges and relinquishes, any and all claims, actions, causes of action, demands and liabilities of any nature whatsoever, which the Grantor now has or which may hereafter accrue, against the County, its officers, employees, and board or commission members, arising in any manner out of the operation of the Airport, the exercise of any rights granted under this easement or any aviation activities associated in any way with the Airport, except as provided in Section 7(b), below. Types of claims, actions, causes of action, demands and liabilities released, waived, discharged and relinquished herein include, but are not limited to, claims for property damage, bodily injury, personal injury, nuisance, trespass, conversion of property and inverse condemnation. The release, waiver and relinquishment contained in this paragraph shall be effective whether or not the claim or action arises out of conduct which is within or exceeds the rights granted by this easement, and whether or not the conduct is in compliance with the terms of this easement.

It is understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain Claims Not Affected By General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7(b). In the event that the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply in cases where the alleged harm or liability is caused by an act or omission of the County of El Dorado or an employee thereof constituting gross negligence, recklessness or willfulness; provided, that this Section 7(b) is not intended, in any event, to exempt from the release and waiver contained in Section 7(a) claims such as inverse condemnation and nuisance where the acts complained of are the exercise of rights granted under this easement.

In addition, if the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply to any action seeking injunctive relief based on allegations of any violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other alleged violation of law governing the conduct of the County in the operation and maintenance of the Airport; provided, that no claim for monetary damages or any monetary award may be maintained in any such action unless the standard of gross negligence, recklessness or willfulness set out above is satisfied.

8. Nothing in this easement shall be construed to preclude Grantor, or Grantor's heirs, successors or assigns, from bringing a cause of action against any pilot, fixed base operator, manufacturer, maintenance entity or any person (other than the County of El Dorado and its officers, board and commission members) for an act or omission which constitutes a violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other act, omission or breach of duty of ordinary care otherwise cognizable under the laws of the State of California.

9. Grantor agrees to defend at its own cost, hold harmless and indemnify County from any liability arising out of Grantor's failure to comply with the terms of this easement.

10. This easement and the warranties made a part hereof shall continue in effect until the Airport shall be permanently abandoned and shall cease to be used for public airport purposes.



11. County may assign all or any portion of the rights herein to any special district heretofore or hereafter formed for the purpose of operating the Airport, or to any other public entity which assumes responsibility for such operation; provided, however, that both Sections 7(a) and 7(b) shall be applicable with respect to any such public entity assignee. In addition, the terms and limitations contained in Sections 7(a), 7(b) and 8 shall remain in effect and binding as between Grantor, its heirs and successors, and County, its officers, employees and board and commission members notwithstanding any assignment of rights herein.

For Grantor(s):  
By: Marshall Delbert Ence  
Print: Marshall Delbert Ence

For the County of El Dorado  
By: \_\_\_\_\_  
Print: \_\_\_\_\_

By: Jennifer Michele Ence  
Print: Jennifer Michele Ence

ATTEST:

STATE OF CALIFORNIA    )  
  )ss.  
County of El Dorado    )

On January 6th, 2007, before me, Amy M. Burkhart, Notary Public, personally appeared Marshall Delbert Ence + Jennifer Michele Ence ~~personally known to me~~ or 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.

WITNESS my hand and official seal.



Amy M. Burkhart  
Notary Public in and for said State

RECORDING REQUESTED BY

Old Republic Title Company

ORDER # 359295-CAL

APN 116-352-17-100

WHEN RECORDED MAIL TO



El Dorado, County Recorder  
William E. Schultz Co Recorder Office  
DOC- 2000-0013908-00

Reet 5-OLD REPUBLIC TITLE CO

Tuesday, MAR 21, 2000 08:00:00

Ttl Pd \$189.30

Nbr-0000020717

JMB/C2/1-2

Name

Marshall Delbert Ence &  
Jennifer Michele Ence

Street  
Address

2770 Cambridge Road  
Cameron Park, CA 95682

City  
State  
Zip

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Grant Deed

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ 179.30

( X ) computed on full value of property conveyed, or

( ) computed on full value less value of liens and encumbrances remaining at time of sale.

( X ) Unincorporated area: ( ) City of \_\_\_\_\_

( ) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Elaine Marie Shoemaker, a married woman as her sole and separate property, who  
acquired title as Marie Elaine Shoemaker

hereby GRANT(S) to Marshall Delbert Ence and Jennifer Michele Ence, husband and  
wife, as Joint Tenants

that property in El Dorado County, State of California, described as: Lot 49, of  
Cameron Park Unit No. 12, filed December 19, 1973 in Book F of Maps at page 31.

APN: 116-352-17-100

Mail Tax Statements to Grantees at address above

Date March 13, 2000

PCOS  
FILED

*Elaine Marie Shoemaker*  
Elaine Marie Shoemaker

STATE OF CALIFORNIA

COUNTY OF EL DORADO

On March 15, 2000 before me, the  
undersigned, a Notary Public in and for said State, personally appeared

Elaine Marie Shoemaker



personally known to me (or 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.

WITNESS my hand and official seal.

Signature *Avis C. Lamson*

Name \_\_\_\_\_

(typed or printed)



(This area for official notarial seal)

WHEN RECORDED, RETURN TO  
THE BOARD OF SUPERVISORS  
EL DORADO COUNTY

CERTIFICATE  
OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated January 6, 2007, from Marshall Delbert Ence and Jennifer Michele Ence, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 1, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 1st day of May 2007

COUNTY OF EL DORADO

By

\_\_\_\_\_  
Chairman  
Board of Supervisors

ATTEST:

CINDY KECK  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING DEPARTMENT

WHEN RECORDED, RETURN TO:

NAME: Planning Department  
MAILING ADDRESS: 2850 Fairlane Court  
CITY, STATE, ZIP: Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

### AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and \_\_\_\_\_ Kenneth and Shannon Redline \_\_\_\_\_, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

### RECITALS

**WHEREAS**, pursuant to the requirements of Section 65302.3 of the Government Code of the State of California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El Dorado County Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Airport Land Commission had adopted the \_\_\_\_\_ Cameron Airpark \_\_\_\_\_ Airport Comprehensive Land Use Plan; and,

**WHEREAS**, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number \_\_\_\_\_ 083-173-01 \_\_\_\_\_ (Building Permit # \_\_\_\_\_ 184744 \_\_\_\_\_) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

**WHEREAS**, the Parcel lies within airport safety zone \_\_\_\_\_ 3 \_\_\_\_\_ as shown on the Comprehensive Land Use Plan of the \_\_\_\_\_ Cameron Airpark \_\_\_\_\_ Airport (hereinafter "Airport");

### AGREEMENT AND GRANT OF EASEMENT

**NOW, THEREFORE**, Grantor, on behalf of itself, its successors and assigns, for and in consideration of the determination by County that Grantor is in compliance with Section 17.38.062 of the El Dorado County Ordinance Code, does hereby grant to the County, its successors and assigns, for the benefit of the public, a perpetual avigation and noise easement, and makes warranties as follows:

1. The easement granted herein shall be for the free and unobstructed passage and flight of aircraft in, through, over, and across the airspace over said Parcel by County, its successors, assignees and their licensees and permittees, and by the public.

2. The rights herein granted shall include the right to overfly the Parcel and to allow, make and emit noise, light, vibrations, fumes, exhaust, smoke, air currents, dust, fuel particles and communications signals, including any inherent radio, television and other electromagnetic interferences, and all other effects as may be inherent to the operation of aircraft using said airspace or landing at, taking off from, or operating on the Airport, subject to the following limitation. The rights granted herein shall be applicable to aircraft of

any and all kinds now known or hereafter invented, used or designed for navigation or flight in the air; provided, that such aircraft shall be of a class, size and category operationally compatible with the Airport, and that the level and nature of the use are consistent with general civil aviation use of the Airport in its configuration at the time of this grant, or with such improvements as may be reasonably foreseeable at the time of this grant, so that nothing in this paragraph is intended to abrogate the doctrine of "overburdening" of easements as defined by statutory and common law.

3. For and on behalf of itself, its successors and assigns, Grantor hereby covenants with County for the direct benefit of the real property constituting the Airport that neither Grantor nor its successors in interest or assigns shall hereafter construct or install, or permit the construction or installation, of any structure or object, or allow the growth of any tree or other vegetation over forty (40) feet in height, except with prior written consent of County or its designee. Grantor warrants and agrees that Grantor will comply with the forty (40) foot height limitation set forth herein and in Section 17.28.040 of the El Dorado County Ordinance Code, regardless of any amendment of Section 17.28.040 or any other section of the El Dorado County Ordinance Code that otherwise may increase the permissible height limitation applicable.

4. In addition to any other rights the County may have to enforce compliance with the height restrictions contained in paragraph 3, above, by Grantor, its successors and assigns, County, its successors and assigns, after thirty (30) days written notice to Grantor, its successors or assigns, shall have the right to remove any structure or object in excess of the forty (40) foot height limitation (or such portion of a structure or object as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable), and shall have the right to cut or remove any vegetation exceeding forty (40) feet in height (or such portion as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable) if such vegetation is determined by the County to constitute a hazard or obstruction to aerial navigation, violates any law or regulation, including, but not limited to, regulations of the Federal Aviation Administration, or otherwise interferes with the exercise of rights granted herein. County, its successors and assigns, are granted the right of ingress to, egress from, and passage over the Parcel for the foregoing purposes. No notice shall be required if it is determined by the County or its designee that the structure, object or vegetation constitutes an immediate threat to safety. Removal of any structure or vegetation not in compliance with the terms of this easement shall be at the expense of Grantor.

5. Grantor warrants and agrees that Grantor will refrain from any action or use of the Parcel that creates any electrical interference with radio communications between any installation at the Airport and aircraft. Grantor warrants that Grantor will refrain from erecting any structure or fixture which constitutes a barrier to pilots seeking to distinguish between airport lights and other lights or which impairs the visibility of the airport in such a manner as to endanger the landing, takeoff or maneuverability of aircraft seeking to land at, or take off from the Airport. County agrees that Grantor shall not be in violation of this warranty unless Grantor shall have been given express written notice by County, or County's assignees, of any breach of this warranty and that Grantor shall have a reasonable time within which to remedy the breach. Unless otherwise stated in the notice, thirty (30) days shall be deemed a reasonable time within which to remedy the breach. If the Grantor fails to cure the breach within the reasonable period of time after notice, County, its successors or assigns, shall have the same rights of access over and upon the Parcel for the purpose of curing such breach as are set forth in paragraph 4, above, and such cure shall be at the expense of Grantor. Advance notice shall not be required if it is determined by County that the breach constitutes an immediate threat to safety.

6. All covenants, conditions and warranties contained in this instrument are made and entered into for the benefit of County on behalf of the Airport and the public. These promises, covenants, conditions and warranties shall run with the Parcel, described and identified on Exhibit A, attached, and bind Grantor's heirs, administrators, executors, successors and assigns to the maximum extent permitted by law.

7(a). Grantor, on behalf of itself, its successors and assigns, hereby releases, waives, discharges and relinquishes, any and all claims, actions, causes of action, demands and liabilities of any nature whatsoever, which the Grantor now has or which may hereafter accrue, against the County, its officers, employees, and board or commission members, arising in any manner out of the operation of the Airport, the exercise of any rights granted under this easement or any aviation activities associated in any way with the Airport, except as provided in Section 7(b), below. Types of claims, actions, causes of action, demands and liabilities released, waived, discharged and relinquished herein include, but are not limited to, claims for property damage, bodily injury, personal injury, nuisance, trespass, conversion of property and inverse condemnation. The release, waiver and relinquishment contained in this paragraph shall be effective whether or not the claim or action arises out of conduct which is within or exceeds the rights granted by this easement, and whether or not the conduct is in compliance with the terms of this easement.

It is understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain Claims Not Affected By General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7(b). In the event that the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply in cases where the alleged harm or liability is caused by an act or omission of the County of El Dorado or an employee thereof constituting gross negligence, recklessness or willfulness; provided, that this Section 7(b) is not intended, in any event, to except from the release and waiver contained in Section 7(a) claims such as inverse condemnation and nuisance where the acts complained of are the exercise of rights granted under this easement.

In addition, if the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply to any action seeking injunctive relief based on allegations of any violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other alleged violation of law governing the conduct of the County in the operation and maintenance of the Airport; provided, that no claim for monetary damages or any monetary award may be maintained in any such action unless the standard of gross negligence, recklessness or willfulness set out above is satisfied.

8. Nothing in this easement shall be construed to preclude Grantor, or Grantor's heirs, successors or assigns, from bringing a cause of action against any pilot, fixed base operator, manufacturer, maintenance entity or any person (other than the County of El Dorado and its officers, board and commission members) for an act or omission which constitutes a violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other act, omission or breach of duty of ordinary care otherwise cognizable under the laws of the State of California.

9. Grantor agrees to defend at its own cost, hold harmless and indemnify County from any liability arising out of Grantor's failure to comply with the terms of this easement.

10. This easement and the warranties made a part hereof shall continue in effect until the Airport shall be permanently abandoned and shall cease to be used for public airport purposes.



11. County may assign all or any portion of the rights herein to any special district heretofore or hereafter formed for the purpose of operating the Airport, or to any other public entity which assumes responsibility for such operation; provided, however, that both Sections 7(a) and 7(b) shall be applicable with respect to any such public entity assignee. In addition, the terms and limitations contained in Sections 7(a), 7(b) and 8 shall remain in effect and binding as between Grantor, its heirs and successors, and County, its officers, employees and board and commission members notwithstanding any assignment of rights herein.

For Grantor(s):

For the County of El Dorado

By:

Kenneth Radline  
Shannon Radline

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

ATTEST:

STATE OF CALIFORNIA )

)ss.

County of El Dorado )

On 05-20-05 before me, KATIE BOONOS-KUNZ, Notary Public, personally appeared KENNETH & SHANNON RADLINE, personally known to me or 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.

WITNESS my hand and official seal.

Katie Boonos-Kunz

Notary Public in and for said State



**RECORDING REQUESTED BY:**  
Fidelity National Title Company of California  
Escrow No.: 04-2000343-DL  
Locate No.: CAFNT0509-0909-0008-0002000343  
Title No.: 04-2000343

**When Recorded Mail Document  
and Tax Statement To:**

Mr. and Mrs. Kenneth J. Redline  
3161 Boeing Rd.  
Cameron Park, CA 95682

APN: 034-761-19-100

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

**The undersigned grantor(s) declare(s)**

**Documentary transfer tax is \$351.45**

- [ X ] computed on full value of property conveyed, or  
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,  
[ ] Unincorporated Area City of **South Lake Tahoe**,

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, Marc Pardini and Sue Pardini, husband and wife as joint tenants

hereby **GRANT(S)** to Kenneth J. Redline and Shannon A. Redline, husband and wife as community property with rights of survivorship

the following described real property in the City of **South Lake Tahoe**, County of **El Dorado**, State of **California**:  
SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

DATED: September 22, 2004

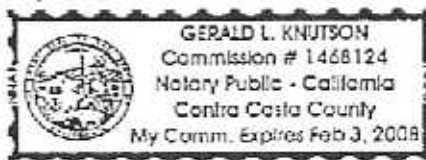
STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA  
ON SEPTEMBER 23, 2004 before me,  
GERALD L. KNUTSON personally appeared  
MARC W. PARDINI AND  
SUE BRATEW-PARDINI

personally known to me (or 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.

Witness my hand and official seal

Signature Gerald L. Knutson

Marc Pardini  
Marc Pardini  
Sue Pardini  
Sue Pardini



**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

## EXHIBIT "ONE"

All that portion of Lot 33 as shown on that certain map entitled "Country Club Heights Unit No. 5," filed in the office of the County Recorder of El Dorado County, State of California, on September 19, 1968 in Map Book E, at page 17, lying Easterly and Northeasterly from the line described as follows:

Beginning at a point on the Northwesterly line of said Lot 33, that bears South  $34^{\circ}19'02''$  West (recorded South  $35^{\circ}30'12''$  West) 189.80 feet from the most Northerly corner of said Lot 33; thence from said point of beginning from a tangent that bears South  $03^{\circ}08'51''$  East along a curve to the left with a radius of 1435.00 feet, through an angle of  $02^{\circ}15'12''$  an arc distance of 56.44 feet to a point on the South line of said Lot 33 distant thereon 146.20 feet Westerly from the Southeast corner of said Lot 33.

Assessor's Parcel No: 034-761-19-100

WHEN RECORDED, RETURN TO  
THE BOARD OF SUPERVISORS  
EL DORADO COUNTY

CERTIFICATE  
OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated May 20, 2005, from Kenneth Redline and Shannon Redline, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 1, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 1st day of May 2007

COUNTY OF EL DORADO

By

\_\_\_\_\_  
Chairman  
Board of Supervisors

ATTEST:

CINDY KECK  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk