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

			into on the day of orado, a political subdivision of the
			Rosalind Blomsterberg , hereinafter
"Grantor," pursuant to the			
	RECI	ΓALS	
California, the County of E	El Dorado, on May 12, 198	7, amended Chap	the Government Code of the State of ter 17.38 of the El Dorado County
			8.030, the Foothill Airport Land
Commission had adopted the	ne Cameron Park	Airport C	omprehensive Land Use Plan; and
WHEREAS, Gran	tor is the owner in fee of tha	t parcel of land ide	ntified by Assessor's Parcel Number
		A CONTRACTOR OF THE PROPERTY O	and more particularly described and
identified in Exhibit A atta			
WHEREAS, the P	arcel lies within airport safe	ety zone 2&3	as shown on the Comprehensive
Land Use Plan of the	Cameron Park	A	irport (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:

- 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 foresceable 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 casement.

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 casement.

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.
- 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 casement 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.

CALLEGENAA

Notar Public in and for said State

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 Gounty of El Dorado
By Kenned Merthonstrang	Ву: / Ду
Print KENNETH NEW BLOMSTERBERG	Print:
By: /levelef fleuling Print ROSALINDE, BLOMS TERROS	
Print ROSALINDE, BLOMSTERRED	S
ATTEST:	
STATE OF CALIFORNIA)	
County of El Dorado)	
On December 4, 2006, before me, Grand personally appeared Reports 1. However 3 and lector on the basis of satisfactory evidence to be the person instrument and acknowledged to me that he/she/the capacity (168), and that by his/her/their signatures on the which the person (5) acted, executed the instrument.	Dexecuted the same in his/her/facil authorized

WITNESS my hand and official seal.

GREG CLEVENGER

SACRAMENTO COUNTY COMM EXP. APR. 25, 2010

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 Acct 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
The undersigned grantor(s) declare(s): Documentary transfer tax is R & T Code out of Trus (X) computed on full value of property conveyed, or () computed on full value less of liens and encumbrances (X) Unincorporated area: () City of	FILED
FOR A VALUABLE CONSIDERATION, receipt of which is here Kenneth N. Blomsterberg and Rosalind E. Blomsterberg, Tru- Blomsterberg Family Trust established November 9, 2005 hereby GRANT(S) to Kenneth N. Blomsterberg and Rosalind E. Blomsterberg, hu-	ustee(s) of The Kenneth N. Blomsterberg and Rosalind E.
that property in Unincorporated area of El Dorado County, See "Exhibit A" attached hereto and made a part hereof.	State of California, described as follows:
Mail Tax Statements to Grantee at address above	
Date December 07, 2006 State of CA	Kenneth N. Blomsterberg, Trustee
On Dic 8, 2006 before me, Getter CLAVENGER ANTIRY ANCIC a Notary Public In and for said State, personally appeared	Rosalind E. Blomsterberg, Trustee
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(\$) whose name(\$) is and	
subscribed to the within instrument and acknowledged to me that he/she/the/ executed the same in his/her/she/ authorized capacib(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.	GREG CLEVENGER COMM. 8 1860582 NOTARY PUBLIC CALEFORNA MY COMM. Etc. Apr. 25, 2010
WITNESS my hand and official sant. Signature	
Name GLEG CLEVENECK (typed or printed) FTGIS-140 8/94	(This area for official notarial seal)

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	
	Ву	
		Chairman
		Board of Supervisors
ATTEST:		
CINDY KECK		
Clerk of the Board of Supervisors		
Зу:		
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

State of California, hereinafter "Co	, by and between	the County o	of El Dorado	o, a political s	subdivision of the
"Grantor," pursuant to the author	ity of Chapter 17	38 of the FLC	Jorado Com	nty Ordinance	, neremaner
oranieri paradantio nie admon	ny or empres 111.	ra tir tile til ti	render City	ny cromane	c code.
	REC	CITALS			
WHEREAS, pursuant to					
California, the County of El Dora					
Ordinance Code and, on June 4					
Commission had adopted the	Cameron Fari	Ai	irport Comp	rchensive La	nd Use Plan; and,
WHEREAS, Grantor is th	ne owner in fee of t	hat parcel of l	and identifie	ed by Assesso	r's Parcel Number
082-531-21 (F	Building Permit #_	170047, 170	048) and	more particul	arly described and
identified in Exhibit A attached h	ereto and made a	oart hereof (h	ereinafter "	Parcel"): and	
WHEREAS, the Parcel li	es within airport s	afety zone	3 a	s shown on th	e Comprehensive
Land Lica Dian of the	Connecto God	. 4	Airma	rt (hereinafter	44 A. Laurence and Thinks
Land Use Plan of the	California		- 251170	or frameworther co.	Airpon);

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:
- 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.
- 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.

- 9	Avigation ar	d Noise	Easement
	Duren	att Death I	10

Notary Public in and for said State

Page 4

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 Do	rado
By:	Ву:	
Print: Todal 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 on the basis of satisfactory evidence to be the pers instrument and acknowledged to me that he/she/ capacity(ies), and that by his/her/their signature(s) on which the person(s) acted, executed the instrument.	they executed the same in	subscribed to the within his/her/their authorized
WITNESS my hand and official seal.		72
	1	1.0

COMM. # 165577

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

Thursday, JRN 12, 2006 14:30:00 Ttl Pd \$13.00 Nbr-0000820

Nbr-0000820613

Pos

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):	**EXEMPT - PURSUANT TO R & T CODE 11911**	11505
Documentary transfer tax is \$0.00 City Tra		80
() computed on full value of property or	onveyed, 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

GACorrDeed.dog (7/2002)

OD2511 SIGNATURE PAGE FOR GRANT DEED

UBLIC personally appeared be the person(s) whose name(s) is/are uted the same in his/her/their authorized
be the person(s) whose name(s) is/are
be the person(s) whose name(s) is/are uted the same in his/her/their authorized
KERRY MILLER Comm. # 1349888 OTARY PUBLIC-CALIFORNIA (I) El Boards County Comm. Expires April 29, 2003
1

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

Od/Corr Deed doc (7/2002)

002511

State of California) ss County of EL DORADO)

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 MILLE



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	
	Ву	
		Chairman
		Board of Supervisors
ATTEST:		
CINDY KECK		
Clerk of the Board of Supervisors		
Ву:		
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

	nd Agreement is mad 200, by and between th			
State of California, hereinaft				
"Grantor," pursuant to the a	uthority of Chapter 17.38	of the El Dorad	o County Ordinano	e Code.
	RECT	TALS		
WHEREAS, pursu California, the County of E Ordinance Code and, on . Commission had adopted th	lune 4, 1986, consistent	7, amended Chi with Section 17	ipter 17.38 of the 17.38.030, the Foot	El Dorado County hill Airport Land
WHEREAS, Grant	or is the owner in fee of tha	parcel of land is	dentified by Assess	or's Parcel Number
	(Building Permit#			
identified in Exhibit A attac				
WHEREAS, the Pa	arcel lies within airport safe	ty zone 3	as shown on t	he Comprehensive
Land Use Plan of the	South Lake Tahoe		Airport (hereinafte	er "Airport");
COMMISSION - MINNSONO DI LA PROPERTIE DE LA PORTIE DE LA PROPERTIE DE LA PROPE				

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:

- 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 maisance 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.
- 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.

Avi	gation and Noise Easement
Grantor:	Stephen Scott Stratton
	Donas d

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 Grantigrish: By: Lephyn Latt Latur Print: STEPHON JOINT STRATTON	For the County of El Dorado By: Print:
By:	
Print:	
	×
ATTEST:	
STATE OF CALLEORNIA) County of El Dorado)	
instrument and acknowledged to me that he/she/	

WITNESS my hand and official seal.



Jocob Les Notary Public Stare of Nevada No. 05-102348-5 My saxtem. Exp 10-27-2009

CONTRACTOR PROPERTURAL

Notary Public in and for said State

RECORDING REQUESTED BY:

Fidelity National Title Company of California

Escrow No.: 05-2000920-MA

Locate No.: CAFNT0909-0909-0008-0002000920

Title No.: 05-2000920-DP

7

When Recorded Mail Document and Tax Statement To:

Mr. Stephen Scott Stratton P.O. Box 4666

El Dorado, County Recorder William Schultz Co Recorder Office

DOC- 2005-0097031-00 Acot 2-FIDELITY NATL TITLE CO Friday, NOV 18, 2005 14:30:00

Ttl Pd \$587.50

Nbr-0000801247 CLG/C1/1-2

APN: 033-631-01-100

Stateline, NV 89449

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

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,

1 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 Washqinton Limited Liability Company

hereby GRANT(S) to Stephen Scott Stratton, a shiple high 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

ON Bu Dovanter 16,2005 before me.

the undersigned Notary Public personally appeared

Spercer Coregery L.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s). Gregory L/Spencer 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/ber/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 hadd a

Signature

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:



GEOFF HOLLAND Commission # 1596456 Natary Public - California Santa Cruz County Comm. Expires Jul 22, 2009

MAIL TAX STATEMENTS AS DIRECTED ABOVE

097031

Escrow No.: 05-2000920-MA

Locate No.: CAFNT0909-0909-0008-0002000920

Title No.: 05-2000920-DP

No.

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		
	Ву	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: CITY, STATE, ZIP: 2850 Fairlane Court 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 <u>Strohm Construction, Inc.</u>, 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 Tahoc 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:

- The casement 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 casements 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.

- 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.
- 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 18. Str	By:
STROAM CONSTRUCTION CO INC	
ATTEST:	
STATE OF CALIFORNIA)	
County of El Dorado)	
On March 5, 2007, before me, personally appeared Onio H Strong on the basis of satisfactory evidence to be the persinstrument and acknowledged to me that he/she/t capacity(ies), and that by his/her/their signature(s) on of which the person(s) acted, executed the instrument	they executed the same in his/her/their authorized the instrument the person(s) or the entity upon behalf
WITNESS my hand and official scal.	

A CARTER
Comm. #1488940
MOTARY PUBLIC CALIFORNIA (I)
El Dorado County
My Comm. Expires MAY 11, 2008

Notary Public in and for said State

Old Republic Title Company 213200937 BNM APN 033-874-03-100

WHEN RECORDED MAY, TO

Strohm Construction, Inc.

2246 Del Norte Street

Street
Addinss
South Lake Tahoe, CA 96150

City State Zip El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2002-0069072-00

Acet 5-OLD REPUBLIC TITLE CO
Tuesday, SEP 17, 2002 08:10:32
Itl Pd \$37.50 Nbr-0000315517
DJS/C2/1-2

SPACE ADOVE THIS LINE FOR DECORDER'S USE

Grant Deed

Grant Book	
The undersigned grantor(s) declare(s): Documentary transfer tax is S 27.50 (X) computed on full value of property conveyed, or	
hereby GRANT(S) to Strohm Construction, Inc.,	a California corporation
that property in El Dorado County, State of Califo * * * See "Exhibit A" attached hereto Mail Tax Statements to Grantee at address above Date September 12, 2002	omia, described as: and made a part hereof. * * *
STATE OF CALIFORNIA COUNTY OF <u>EL DORADO</u> On <u>9 - 13 - 02</u> before me, the undersigned, a Notary Public in and for said State, personally appeared MARY L. CURLEY	Mary Lyouriey Wiley
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 M. M. STEIM (typed or printed)	N. M. STEIN Commission # 1224685 Notary Public - Colifornia B Dorodo County My Comm. Expires Jun 15, 2003 (This area for official notarial scal)

MAIN THE CONTROL OF STREETS ABOUT

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 Paradisc, 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				
	Ву	-	Chairman Board of Supervisors		
ATTEST:					
CINDY KECK Clerk of the Board of Supervisors					
By:					

RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME:

Board of Supervisors

MAILING ADDRESS: CITY, STATE, ZIP: 330 Fair Lanc Court Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

AVIGATION AND NOISE EASEMENT

This	Easement								day of adivision of the
State of Califo "Grantor," pu	ornia, herein Irsuant to th	after "Cou	inty," and	Jame	es 0.	wur	15Che	1	, hereinafter
				RECIT	ALS				
California, the Ordinance C	e County o	f El Doradi n June 4,	do, on Ma 1986, co	y 12, 1987 onsistent v	7, amend with Sec	led Char tion 17.	oter 17.38 38.030, tl	of the El l	le of the State of Dorado County I Airport Land I Use Plan; and,
048 - 27 identified in 1	80-33	(B	uilding Pe	mit# 17	7539	9	and more	: particularl	Parcel Number ly described and
WIII Land Use Pla	EREAS, the	Parcel lie	s within a	irport safe	ty zone_	3			Comprehensive '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:

- 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 foresceable 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 acrial 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 creeting 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 Λ, 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.
- 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.

Avigation and Noise Easement
Granter: James O. Wonschel
Page 4

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 assignce. 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 Dora	do
Print: By: JAMES WUNSCHEL	Ву:	
Print: James Wanschel	Print:	
By:		
Print:		
ATTEST:		
STATE OF CALIFORNIA)		
County of El Dorado)		
On <u>January 18 2007</u> , before me, personally appeared <u>James Kurische</u> on the basis of satisfactory evidence to be the prinstrument and acknowledged to me that he/sh capacity(ies), and that by his/her/their signature(s) of which the person(s) acted, executed the instrument	personally known erson(s) whose name(s) is/are su no/they executed the same in h on the instrument the person(s) or the	n to me or proved to me bscribed to the within is/ her/thci r authorized
WITNESS my hand and official seal.		

BRIANA LERZA
Commission # 1614412
Notary Public - California
El Dorado County
Rey Comm. Expires Oct 18, 2009

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.

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 56 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 WEEST 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

Street Address

City & State

Name

Q.N.Grandred.doc (472002)



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. 7.806 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 12520-02 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(les), 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 sand and afficial seal.

Signature:

EL DORADO MUSEUMS FOUNDATION, A PUBLIC BENEFIT CORPORATION

VÉBNON GERWER, PRESIDENT

KIM NETHERCOTT
Comm. # 1367287
HOLANY PUBLIC CALIFORMA II
BI Based: Causty
My Cann. 119845 July 30, 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

D. Grandeed doc (4/2001).

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		
	Ву		Chairman Board of Supervisors
ATTEST:			500000000000000000000000000000000000000
CINDY KECK Clerk of the Board of Supervisors			
By:			
Deputy Clerk	 i		

RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME:

Board of Supervisors

MAILING ADDRESS: CITY, STATE, ZIP: 330 Pair Lane Court Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

AVIGATION AND NOISE EASEMENT

	and Agreement is made 200 , by and between the			The state of the s
	ter "County," and			
	authority of Chapter 17.38 of			
	RECIT	ALS		
WHEREAS, pursu	ant to the requirements of Se	ection 65302.3 o	f the Government C	ode of the State of
California, the County of I	Il Dorado, on May 12, 1987	, amended Cha	pter 17.38 of the E	El Dorado County
	June 4, 1986, consistent v			
	ne South Lake Tahoe			
		namal aftendid		
WHEREAS, Gran	tor is the owner in fee of that	parcel of land in	entined by Assesse	or's Parcel Number
	(Building Permit#			
033-811-09		178532) and more particul	arly described and
033-811-09 identified in Exhibit A atta	(Building Permit#	178532 t hereof (hereina) and more particul after "Parcel"); and	arly described and l,

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:
- 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, furnes, 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.
- 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 casement 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 casement, 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.
- 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.
- 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.

P	vigation	and Noise	Easement
Grantor:	07E81	Scott Bye	0
			Dage 4

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 assignce. 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 the County of El Dorado For Grantor(s) Print:

ATTEST:

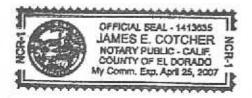
STATE OF CALIFORNIA

)ss.

County of El Dorado

ames E Cother, Notany Public February 13, 2007 personally appeared Seatt Bye, Colleen McDonaugh, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ware 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 scal.



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 Na.: 0902-642640 (SM)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$74.8; CITY TRANSFER TAX \$0.00; SURVEY MONUMENT FEE \$ 1

] 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

hereby GRANTS to Scott Bye and Colleen McDonough, husband and wife as Community Property with

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 Sande

Mail Tax Statements To: SAME AS ABOVE

09.7957 A.P.N.: 033-811-09-100

Grant Deed - continued

File No.: 0902-642640 (SM)

Date: 12/03/2002

personally appeared 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

My Commission Expires:

NOTARY PUBLIC JEAN OSWALD 1835 W. 7600 So. West Jordan, Utah 84088 My Commission Expires March 31, 2006 STATE OF UTAH

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 E	L DORADO
	Ву	
	20	Chairman
		Board of Supervisors
ATTEST:		
CINDY KECK		
Clerk of the Board of Supervisors	\$.	
Ď		
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

		, 200 . by	and between	n the Coun	ity of El I	Jorado, a p	olitical subo	day of division of the
State of Califo "Grantor," pu	rnia, herein	after "Count	y," and G	ary W	iTT	8 17		_, hereinafter
"Grantor," pu	rsuant to th	e authority (of Chapter 1	7.38 of the	El Dorado	County C	ordinance Co	ode.
			RI	ECITALS				
California, the Ordinance Co	e County of de and, o	f El Dorado, n June 4, 1	on May 12 986, consist	, 1987, ame rent with S	ended Cha section 17	pter 17.38 7.38.030, ti	of the El D ne Foothill	e of the State of Porado County Airport Land Use Plan; and,
06/- 44	REAS, Gr 1-15	antor is the o (Buil	wner in fee o	of that parce	l of land id 290	lentified by _) and more	Assessor's l particularly	Parcel Number described and
identified in E								
WIII Land Use Plan	REAS, the	Parcellies v	within airpor	t safety zon	: <u>3</u>	The second secon	own on the C creinafter "A	Comprehensive 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:
- 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.
- 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

Avigation and Noise Easemen
Grantor: 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 casements as defined by statutory and common law.

- 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.
- 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.

Avigation and Noise Essement Grantor: Aug Null Page 4

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: Hay WITT	Ву:
Print: OGARY WITH	Print:
Ву:	
Print:	
ATTEST:	
STATE OF CALIFORNIA)	
County of El Dorado)	· · ~
on Jan 5 2006, before me, I personally appeared Good With	Notary Public, personally known to me or proved to me
instrument and acknowledged to me that (he)she	son(s) whose name(s) is the subscribed to the within the executed the same in his her/their authorized the instrument the person(s) or the entity upon behalf of
WITNESS my hand and official seal	

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 Sprace Avenue Atwater, CA 95301

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

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

Acet 6-PLACER TITLE CO

Wednesday, MAR 13, 2002 14:41:48 Ttl Pd \$59.50 Nbr-0000245650

DJS/C2/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Grantor declares:

City Transfer Tax:

\$0.00

Documentary Transfer Tax:

\$49.50

(X)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

hereby GRANT(S) to GARY WITT, 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 HEREIN 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

C 4	MIR	1 57	A Tre	Carro
- 30.0	THE REAL PROPERTY.	43	а ві	1 U F

Name

Street Address

City & State

shpkg (601)

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 PAST, 14 54 FEET: NORTH 21 DEGREES

Vitness my hand and official Notary Public in and fol said	Comm. Comm. E	Y BIGELOW 1. # 1241455 BELIC - CALLFORNIA OF CONTROL OF COUNTY SHOWN II. 2003 Ticial notarial area.) NO PARTY SHOWN, MAIL AS City & State
Notary Public in and for said	County and State (Space above for of	1. # 1241455 UBLIC-CALIFORNIA OF County Prices Nov. 11, 2003 Ticial notarial area.)
Notary Public in and for said	County and State (Space above for of	1. # 1241455 UBLIC-CALIFORNIA OF County Prices Nov. 11, 2003 Ticial notarial area.)
Vitness my hand and official	Comm. Comm. E	1. # 1241455 UBLIC-CALIFORNIA COF COUNTY PRICE HOV. 11, 2003
erxon(s) acted, executed the Vitness my hand and official	Comm. Comm. E	1. # 1241455 UBLIC-CALIFORNIA COF COUNTY PRICE HOV. 11, 2003
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person(s) acted, executed the	AND CHO	V PICTION
apacity(ies), and that by itis/ servon(s) seted, executed the	mad direct.	
ubscribed to the within instru	ument and acknowledged to me that he/she/they executed her/their signature(s) on the instrument (he person(s), or t	the same in his/her/their authorized
é/shhalls/Vabshh/shhale (or n	groved to me on the basis of satisfactory evidence) to be the	ne personis) whose name(s) islam
or said County and State, per ay Francis Sharp***	*	
on 3/8/02	before me, Cindy Bigelow	, Notary Public in and
TATE OF CALIFORNIA COUNTY OF Placer	3	
Dated: March 08, 2002		
O		
Hy: KAY FRANCIS SHARP	ronces & Larg	
/ 1		
ASSESSOR'S PARCEL NUI	MBER 061-441-15-100	

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 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

	COUNT	Y OF EL DORADO
	Ву	
		Chairman Board of Supervisors
ATTEST:		
CINDY KECK		
Clerk of the Board of Supervisors		
Ву:		
Deputy Clerk		

RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME:

Board of Supervisors 330 Fair Lane Court Placerville, CA 95667

MAILING ADDRESS: CITY, STATE, ZIP:

SPACE ABOVE RESERVED FOR RECORDERS USE

AVIGATION AND NOISE EASEMENT

State of California, hereinafter "County," and	er
WHEREAS, pursuant to the requirements of Section 65302.3 of the Government Code of the Sta California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El Dorado Co Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Airport Commission had adopted the Placerville Airport Comprehensive Land Use Plan; WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Nu	
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pro-12 1-13-100 (minume remiter 1/01/0 of 1/01/3) and more particularly described	inty and ind, iber
identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,	
A DAMEST A MANAGEMENT OF THE PARTY OF THE PA	
WHEREAS, the Parcel lies within airport safety zone 2 & 3 as shown on the Comprehen	sive
Land Use Plan of the Placerville Airport (hereinafter "Airport");	
CONTRACTOR OF THE CONTRACTOR O	

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:
- 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.
- 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 casements 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 acrial 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.
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- 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.

Av	igation and Noise I	Easemer	al
Grantor:_	Fred and Dolores	Fassio	
		65	٠.

Page 4

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 assignce. 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 Lun Desait	Ву:
Print: FRED FASSIO	Print:
By: <u>Obling Ferrie</u> Print: <u>Dolvees FASS</u> io	
Print: Doloees FASSIO	
ATTEST:	
STATE OF CALIFORNIA)	
County of El Dorado)	
personally appeared <u>Fred & Delores Fassio</u> on the basis of satisfactory evidence to be the personstrument and acknowledged to me that he/she/	L. Bridenbaker , Notary Public, personally known to me or proved to me on son(s) whose name(s) is/arc subscribed to the within they executed the same in his/her/their authorized the instrument the person(s) or the entity upon behalf of

WITNESS my hand and official seal.

L. BRIDENBAKER
Commission # 1611179
Notary Public - California \$
El Dorado County
My Comm. Expires Oct 6, 2009

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 95d67



SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

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

Page 1 of 2 - 2/14/2006

City & State

ChiCrandsed.doc (4/2002)

030692

SIGNATURE PAGE FOR GRA	ANT DEED	
By. 3-2 2 2 3	متحمي	By:
Fred L. Fassio		John Neil
By: Solores M. Fassio	sse	By:
John R. Neil		
STATE OF CALIFORNIA COUNTY OF EL DORADO		
On 2-F1-Q befo	ore me, VANESSA NORGAUE	ER, Notary Public,
to me that he/she/they execute	the person(s) whose name(s) of the same in his/her/their aut or the entity upon behalf of whi	ASSIO personally known to me (or proved to me on the basi is/are subscribed to the within instrument an acknowledged thorized capacity(ies), and that by his/her/their signature(s) old the person(s) acted, executed the instrument
Signature:	1 CM24-30:09	VANESSA NORGAUER Commission # 1566300 Notary Public — California & El Dorado County My Comm. Expires Apr 30, 2009
STATE OF COLORADO COUNTY OF		
On befo	ore me,	. Notary Public,
evidence) to be the person(s) the/she/they executed the same	whose name(s) is/are subscrib e in his/her/their authorized ca	ly known to me (or proved to me on the basis of satisfactory bed to the within instrument an acknowledged to me that apacity(ies), and that by his/her/their signature(s) on the the person(s) acted, executed the instrument
WITNESS my hand and officia	I seal.	
Signature:		
Commission Expiration Date: _		
MAIL TAX STATEMENTS TO DIRECTED ABOVE) PARTY SHOWN ON FOLLO	OWING LINE; IF NO PARTY SHOWN, MAIL AS
	SAME AS	SABOVE
Name	Street Address Page 2 of 2	City & State

	030692	0.2	
SIGNATURE PAGE FOR GRA	NT DEED	(1/01)1	`^
Ву:		By Som the	I)
Fred L. Fassio		John Meil	0
By:		By Wash	<u>it</u>
Sulph Ding	Of IMIO affaire	vi Jact	
John R. Neil	your room worder	and a	
Mile Ser			
STATE OF CALIFORNIA COUNTY OF EL DORADO			
On befo	ore me, VANESSA NORGAUEF	R, Notary Public,	
of satisfactory evidence) to be to me that he/she/they execute:	the person(s) whose name(s) is d the same in his/her/their auto	SSIO personally known to me (or dare subscribed to the within instorized capacity(ies), and that by the person/ ILLEGIBLE NOTAL	trument an acknowledged
WITNESS my hand and official		I certify under penalty that the To which this statement is att	e notary seal on the document ached reads as follows:
Signature:		Name of Notary HELL Date commission expires	3-3009
Commission Expiration Date: _		Notary identification numb (For notaries commissioned	after 1-1-1992
		[10년 시간 (10년 전 10년 10년 10년 11년 11년 11년 11년 11년 11년 11년	Ification number NA after 1-1-1992) Aration EL DORACIO
STATE OF COLORADO			
COUNTY OF	1/2 - 111	Classed Diagna Title Co. But	ot.meller
on 3.14.06 beto	ore me, Hua u	quire	, Notary Public,
evidence) to be the person(s) v	whose name(s) Is/are subscribe in his/her/their authorized cap a entity upon behalf of which the	known to me (or proved to me or d to the within instrument an ack acity(ies), and that by his/her/the e person(s) and the executed the	nowledged to me that ir signature(s) on the
Signature: 4400 L	19	HEID!	
Commission Expiration Date: _	3.30.09	8	
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		3.00	
MAIL TAX STATEMENTS TO DIRECTED ABOVE	PARTY SHOWN ON FOLLO	WING LINE; IF NO PARTY SH	OWN, MAIL AS
	SAME AS	ABOVE	
Name	Street Address	City	& State

Page 2 of 2 - 2/14/2006

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 , 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)

EXHIBIT 'S 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-live feet equally on each side of the following described centerline:

Beginning at a point in the centerline of Newtown Road from which point a ¼ 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)



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

CERTIFICATE

OFACCEPTANCE

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	
	Ву	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: CITY, STATE, ZIP: 330 Fair Lane Court Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

AVIGATION AND NOISE EASEMENT

	00_, by and between the Cou		
"Grantor," pursuant to the aut	hority of Chapter 17.38 of the	El Dorado	rtwangler , hereinafter County Ordinance Code.
	RECITALS		
	THE CTITUE	8	
WHEREAS, pursuan	t to the requirements of Section	i 65302.3 ol	Tthe Government Code of the State of
California, the County of El I	Dorado, on May 12, 1987, am	ended Cha	pter 17.38 of the El Dorado County
0 0 0 1 1 1	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		
Ordinance Code and, on Jui	ne 4, 1986, consistent with 3	Section 17.	38.030, the Foothill Airport Land
Ordinance Code and, on Jui Commission had adopted the	ne 4, 1986, consistent with the Placerville	Section 17Airport	38.030, the Foothill Airport Land Comprehensive Land Use Plan; and,
Commission had adopted the	Placerville	_Airport	Comprehensive Land Use Plan; and,
Commission had adopted the WHEREAS, Grantor	Placerville is the owner in fee of that parce	Airport	Comprehensive Land Use Plan; and, entified by Assessor's Parcel Number
Commission had adopted the WHEREAS, Grantor 048-250-18	is the owner in fee of that parce (Building Permit#16	Airport of land id 6021	Comprehensive Land Use Plan; and, entified by Assessor's Parcel Number) and more particularly described and
Commission had adopted the WHEREAS, Grantor 048-250-18	Placerville is the owner in fee of that parce	Airport of land id 6021	Comprehensive Land Use Plan; and, entified by Assessor's Parcel Number) and more particularly described and
WHEREAS, Grantor 048-260-18 identified in Exhibit A attache	is the owner in fee of that parce [Building Permit#16 [Building Amade a part here	Airport of land id 8021 enf (hereinn	Comprehensive Land Use Plan; and, entified by Assessor's Parcel Number) and more particularly described and (fter "Parcel"); and,
WHEREAS, Grantor 048-260-18 identified in Exhibit A attache WHEREAS, the Pare	is the owner in fee of that parce [Building Permit#16 [Building Amade a part here	Airport of land id 6021 cof (hereing a	Comprehensive Land Use Plan; and, entified by Assessor's Parcel Number) and more particularly described and

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:

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

Avigatio	n	and Noise	Easement
Grantor: William	F	urtwanoler	

Page 4

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 Donado
By: William W. Furtuangler	Ву:
Wiliam W. Purtwangler	
ATTEST:	
STATE OF CALIFORNIA))ss.	
County of El Dorado)	
On January 24th 2007, before me, personally appeared William FURTUREN	Perry Public, Notary Public,
on the basis of satisfactory evidence to be the perso	n(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/th capacity(ies), and that by his/her/their signature(s) on the which the person(s) acted, executed the instrument.	ey executed the same in his/her/their authorized
그와 시간에 이번 경험에 적어 있는데 그렇게 되었습니다. 아마는 아이는 이 사람들이 하는데 하는데 그리고 그래요?	

WITNESS my hand and official scal.



Notary Public in and for said State

022280

EL DORADO COLATY 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

WILLIAM "BILL" SCHULTZ COUNTY RECORDER-CLERK

3000 Lansdowne Lane Placerville, CA 95667

OD	TITE	DEFD	

Documentary Transfer Tax \$-0

This property is being transferred to a trust _

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

ACKNOWLEDGEMENT

State of California

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.

Notary's Signature

(SEAL)

JOANNE E. VROMAN Commission #1071281 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		
	Ву		Chairman
			Board of Supervisors
ATTEST:			
CINDY KECK			
Clerk of the Board of Supervisors			
Ву:			
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 , 200 _, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and Richard 6. 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 Cameron Park Airport Comprehensive Land Use Plan; and, Commission had adopted the WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number) and more particularly described and 116-104-08-100 (Building Permit# 178365 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 Cameron Park Airport (hereinafter "Airport"); Land Use Plan of the

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 Gramor 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:

- 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.
- 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 bereafter 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 acrial 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.
- 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 Grantoy(s):	For the County of El Dorado
For Grantor(s): By: Revel & Roberts	Ву:
Print: R. Jeand G Robertson	Print:
By: Domak Robertson	
Print: DWNA R Ruberta	

ATTEST:

STATE OF CALIFORNIA

)55.

County of El Dorado

On Tayloary 13. 2007, before me, Stephanie Silva, Notary Public, personally appeared Richard G. Down R. Research 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 scal.



Notary Public in and for said State

RECORDING REQUESTED BY:

Fidelity National Title of California Escrow No. 986063-JD Title Order No. 00986063

When Recorded Mail Document and Tax Statement To:

Richard Robertson Donna Robertson 2846 Waverly Drive Comeron Park, Ca. 95682 El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2004-0063235-00
Acct z-FIDELITY NATL TITLE CO
Friday, AUG 65. 2024 14:30:00
Itl Pd \$382.10 Nbr-000614271
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

[X] computed on full value of property conveyed, or

I computed on full value less value of liens or encumbrances remaining at time of sale,

[X] Unincorporated Area City of

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 Alamada

ON Aug 4, 2004 before me, Kathlaen K. Vam personally appeared Stanislaw Cichen

personally known to me for proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/ere 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. Yan

Stanislan Cichon
Stanislaw Cichon

KATHLEEN K. YAM
Commission # 1400427
Notary Public - California
Alameda County
My Comm. Exptres Mar 8, 2007

MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213 (0 -- 7/98)

08/05/2004,20040053235

GRANT DEED

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

CERTIFICATE

OFACCEPTANCE

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
	Ву	
		Chairman Board of Supervisors
ATTEST:		
TINDY KECK		
lerk of the Board of Supervisors		
Ву:	- 02	
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 an	d Agreement is mad 00, by and between th	e and entered	into on the	day of
State of California, hereinafter				
"Grantor," pursuant to the au	thority of Chapter 17.38	of the El Dorad	o County Ordina	nce Code.
	RECI	TALS		
WHEREAS, pursuar	nt to the requirements of S	Section 65302.3	of the Governmen	t Code of the State of
California, the County of El	Dorado, on May 12, 198	7, amended Ch	apter 17.38 of th	e El Dorado County
Ordinance Code and, on Ju	ne 4, 1986, consistent	with Section I'	7.38.030, the Fo	othill Airport Land
Commission had adopted the	Cameron Park	Airpor	Comprehensive	Land Use Plan; and,
WHEREAS, Granto	r is the owner in fee of tha	t parcel of land i	dentified by Asse	ssor's Parcel Number
	(Building Permit#			
identified in Exhibit A attach				
WHEREAS, the Par	cel lies within airport safe	ety zone 3	as shown or	n the Comprehensive
Land Use Plan of the	Cameron Park		Airport (hereina	fter "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:
- 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 + Reggy Romans

Arigation and Noise Ensement

Grantor 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.

- 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 acrial 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 creeting 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 casement 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.
- 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 casement.
- 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 & leggy Romary
Avigation and Noise-Pasement
Grantor:

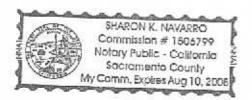
11. County may assign all or any portion of the rights herein to any special district heretofore or hereafter formed for the purpose of operating the Airport, or to any other public entity which assumes responsibility for such operation; provided, however, that both Sections 7(a) and 7(b) shall be applicable 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: Defrances	Ву:
Print: Dennis C Romary	Print:
Dan Demotel	
Print: PEGGY ROMARY	
Print: 12667 RUMARI	
ATTEST:	
STATE OF CALIFORNIA)	

On January 6, 3087, before me, January Helan Fublic. Notary Public, personally appeared Dennis Personally Armany 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.

County of El Dorado



Notary Public in and for said State

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

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



El Dorado, County Recorder

William E. Schultz Co Recorder Office DOC- 2001-0055021-00

Rect 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

FILEDS

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 Mamber

By: Jerome W. Duver, Vice President

Documen Date: June 8, 2001

STATE OF CALIFORNIA COUNTY OF PLACET

)SS

On August 24,

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

DIANNE STUART
Comm. # 1153622
Water Pulsin California
Secretaries County
Noticem. Expres Sept. 10, 1901

This area for official notarial seal.

Exhibit "A"

Lot (), 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 HERBIN BY THIS REFERENCE BY THIS REFERENCE WITH THE SAME FORCE AND EFFECT AS THOUGH FULLY SET FORTH HERBIN.

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		
	Ву	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: CITY, STATE, ZIP: 330 Fair Lane Court Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

AVIGATION AND NOISE EASEMENT

This	Easement								day of
		.200 .	by and be	etween t	he Cour	dy of El I	Dorado.	a politica	d subdivision of the
State of Califo	rnia, hereina								, hereinafter
"Grantor," pu	rsuant to the	authorit	y of Chap	ter 17.3	of the	El Dorad	o Coun	ty Ordina	nce Code.
				REC	ITALS				
WITE	DEAS DUE	event to th	ve recurirs	ments of	Section	65302.37	of the G	overnment	t Code of the State of
									: El Dorado County
									othill Airport Land
Commission l	ad adopted	the	Came	ron Park		_Airport	Comp	rehensive	Land Use Plan; and,
WITT	DEAC C	ntor in the	s assuman In	fan of th	at narrae	l of land i	dantifia	d by Arra	ssor's Parcel Number
083-5	70-08-100	(в	uilding Pe	rmil#	1/2	1219	_) and r	nore partic	cularly described and
identified in I	Exhibit A at	tached he	reto and r	nade a p	art here	of (herein	after "I	'arcel''); a	nd,
WHI	REAS, the	Parcel lie	e within a	iroort sa	fety zon	e 3	94	shown on	the Comprehensive
	[18] 전 [18] 전 [18] 전 [18] 전 [18] 전 [18]								fter "Airport");
Land Use Pla	n or me		APRIL STATE	mun Fair			con bon	r (merenna	ret rupott /,

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:

- 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 casements 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 assignces, 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 casement.

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.
- 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.
- 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.

Avigation and Noise Easement Grantor: Rangel Rv Mieluk, R Wells Page 4

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: Vardal K. Wos	Ву:
Print: PANDAL R. WELLS	Print:
By Muchli DWuls	
Print: Michele RWUK	
ATTEST:	
STATE OF CALIFORNIA) lss.	
County of El Dorado)	
on the basis of satisfactory evidence to be the pe instrument and acknowledged to me that he/she	Alta May 1 e Nagel , Notary Public, , personally known to me or proved to me rson(s) whose name(s) is/are subscribed to the within e/they executed the same in his/her/their authorized in 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.	

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



Friday, MAR 29, 2002 08:00:31 \$416.45 Nbr-0000251358 Ttl Pd

a court and time for recorder's use Only .

CLC/C2/1-2

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

Order No.: 41710

Escrow No.: A2133908DS

GRANT DEED

PCOS

THE UNDERSIGNED GRANTOR(s) DECLARE(s) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$406.45 [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; [X] 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

Donald E. Reed, Vice President

Document Date: March 21, 2002

STATE OF CALIFORNIA

COUNTY OF

SSI

personally appeared

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(les) 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.

DESSIE J. HELVESTON Comm. # 1177720 NOTABY PUBLIC CALIFORNIA Ear Drage County by Caroni. Engines Wards 28, 2003

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

03/29/2002,20020022783

Exhibit "A"

Lot (), 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.

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		
	Ву _	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: CITY, STATE, ZIP:

330 Fair Lane Court

Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

AVIGATION AND NOISE EASEMENT

				ical subdivision of the
State of California, hereinafter				
"Grantor," pursuant to the aut	hority of Chapter 17.3	8 of the El Dorac	do County Ordin	nance Code.
	REC	ITALS		
WHEREAS, pursuant California, the County of El E Ordinance Code and, on Jun	Dorado, on May 12, 19	987, amended Ch	apter 17.38 of t	
Commission had adopted the _				
				sessor's Parcel Number ticularly described and
identified in Exhibit A attache				
WHEREAS, the Parce	el lies within airport sa	ifety zone3_	as shown	on the Comprehensive
Land Use Plan of the	Cameron Park		Airport (hereir	nafter "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:
- 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.
- 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 foresceable 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.
- 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.

stary Public in and for said State

Page 4

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:	Ву:	
Print: Todd E Leu	Print:	
By:		
Print:		
ATTEST:		
STATE OF CALIFORNIA)		
County of El Dorado)		
On February 21, 2007 , before me,	KERRY MTLLER , Notary	Public,
personally appeared TODD E. LEU	, personally known to me or prov	ed to me
on the basis of satisfactory evidence to be the pe instrument and acknowledged to me that he/she capacity(ies), and that by his/her/their signature(s) or which the person(s) acted, executed the instrument.	e/they executed the same in his/her/their au n the instrument the person(s) or the entity upon	ithorized
WITNESS my hand and official seal.		
KERRY MILLER	\mathcal{A}	

OTARY PUBLIC CALIFORNIA EL DORADO COUNTY COMM. EXP. APR. 29. 2010

RECORDING REQUESTED BY

PLACER TITLE COMPANY

Escrow Number: 202-58780-KM

0

AND WHEN RECORDED MAIL TO

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



SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

A.
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, 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, COUNT 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:\CorrDeed.doc (7/2002)

002510 signature page for grant deed

RODNEY WECKWORTH	mobusingen	HELENA WECKWO	leckworth
HODINEY WECKYONIA		TELENA WEOKWO	
STATE OF CALIFORNIA COUNTY OF EL DORADO			
On JANUARY <u>10</u> , 2006 RODNEY WECK	before me, <u>KERRY MILL</u> WORTH AND HELENA WE		UBLIC personally appeared
subscribed to the within instru	ument an acknowledged to /her/their signature(s) on the e instrument	me that he/she/they execu	KERRY MILLER Comm. / 1349888 OTARY PUBLIC - CALIFORNIA B Devide County Comm. Explire April 25, 2005
			*5
MAIL TAX STATEMENTS ' DIRECTED ABOVE	TO PARTY SHOWN ON FO	LLOWING LINE; IF NO	PARTY SHOWN, MAIL AS

01/12/2005.20060002510 Description: El Dorado, CA Document-Year. DocID 2006.2510 Page: 2 of 2

Order: accom Comment:

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

	COGNITION EL DORADO		
	Ву		
	450-51	Chairman	
		Board of Supervisors	
ATTEST:			
CINDY KECK			
Clerk of the Board of Supervisors			
Ву:			
Deputy Clerk			

RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME:

Board of Supervisors 330 Fair Lane Court

MAILING ADDRESS: CITY, STATE, ZIP:

Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

AVIGATION AND NOISE EASEMENT

			into on the day of orado, a political subdivision of the
State of California, hereinaft	er"County," and Marsh	all Delbert Ence &	Jennifer Michole Ence , hereinafter
"Grantor," pursuant to the a	uthority of Chapter 17.38	of the El Dorado	County Ordinance Code.
	RECIT	ALS	
			f the Government Code of the State of
California, the County of E	Dorado, on May 12, 198	7, amended Cha	pter 17.38 of the El Dorado County
Ordinance Code and, on J	une 4, 1986, consistent	with Section 17.	38.030, the Foothill Airport Land
Commission had adopted in	cameron Park	Airport	Comprehensive Land Use Plan; and,
WHEREAS, Grant	or is the owner in fee of that	parcel of land id	entified by Assessor's Parcel Number
116-352-17-100	(Building Permit#	173296) and more particularly described and
identified in Exhibit A attac	hed hereto and made a par	t hereof (hereing	ifter "Parcel"); and,
WHEREAS, the Pa	rcel lies within airport safe	ty zone 3	as shown on the Comprehensive
Land Use Plan of the			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:

- 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 Aeronauties 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, emission or breach of duty of ordinary care otherwise cognizable under the laws of the State of California.
- 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.

Avigation and Noise Easement Grantor: Macrical Delbert Ence, and Jennifer Michael Ence. Page 4

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: Maphall Willbut Erve	Ву:
Print: Marshall Delbert Ence	Print:
By: Genale Michele Free	
By: Generale Michele Exce Print: Jennifer Michele Ence	
ATTEST;	
STATE OF CALIFORNIA)	
County of El Dorado)	
personally appeared Marshall Delbert Ence + Jens	Amy M. BUCKharb , Notary Public, iffer Mark Supersonally known to me or proved to me
instrument and acknowledged to me that he/she	rson(s) whose name(s) is/are subscribed to the within bythey executed the same in his/her/their authorized in the instrument the person(s) or the entity upon behalf of
minor me persona, news, excented the mentions	

AMY M. BURKHART COMM. # 1899705 ID

NOTARY PUBLIC-CALIFORNIA ID

EL DORADO COUNTY

Mr COMM EXP. OCT. 20, 2010 T

WITNESS my hand and official seal.

My M. Burkhart

Notary Public in and for said State

Old Republic Title Company
onDER# 359295-CAL

116-352-17-100

WHEN RECORDED MAIL TO

Name Street Address

City State

Zip

AFN

Marshall Delbert Ence & Jennifer Michele Ence 2770 Cambridge Road Cameron Park, CA 95682

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

Acet 5-OLD REPUBLIC TITLE CO Tuesday, MAR 21, 2000 08:00:00 Ttl Pd \$189.30 Nbr-0000020717 JMB/C2/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S LISE

Grant Deed

The undersigned grantor(s) declare(s): Documentary transfer tax is \$ 179.30 (X) computed on full value of property conveyed, or		PCOS FILED
() computed on full value less value of liens and encumbrance (X) Unincorporated area: () City of () Realty not sold. FOR A VALUABLE CONSIDERATION, receipt of which is he Elaine Marie Shoemaker, a married woman as he acquired title as Marie Elaine Shoemaker	creby acknowledged,	roperty, who
hereby GRANT(S) to Marshall Delbert Ence and Jen wife, as Joint Tenants	nnifer Michele Ence, l	nusband and
that property in El Dorado County, State of Califor Cameron Park Unit No. 12, filed December 19, APN: 116-352-17-100 Mail Tax Statements to Grantee at address above	rnia, described as: Lo 1973 in Book F of Map	ot 49, of s at page 31.
DateMarch 13, 2000	Elaine Marie	Stoewaker ker
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	COMME COMME	C. LAMICIN 1. # 1214456 PADUS CAUPORNA CO
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.	COLONIA MCTASY PUR	LAANAM E 1214460 E 12167921A E 0 COLUMN E 1216781A E CO F
Name(typed or printed)	(This area for of	ficial notarial scal)

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	
	Ву	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

	nd Agreement is made 200 , by and between the			
State of California, hereinaft				
'Grantor," pursuant to the a				
	RECIT	ALS		
WHEREAS, pursu California, the County of E Ordinance Code and, on . Commission had adopted th	June 4, 1986, consistent v	7. amended Chap with Section 17.3	ter 17.38 of the E 8.030, the Footh	l Dorado County ill Airport Land
WHEREAS, Grant	or is the owner in fee of that	parcel of land ide	ntified by Assesso	r's Parcel Number
	(Building Permit#	and the second of the second o		
dentified in Exhibit A attac	hed hereto and made a par	t hereof (hereinaf	ter "Parcel"); and,	
WHEREAS, the Pa	reel lies within airport safe	ty zone 3	as shown on th	e Comprehensive
Land Use Plan of the				
			7.75H XA	25 X2/

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:
- 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 casements 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.
- 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.

Page 4

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 assignce. 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: Vernett Pedline	Ву:
ONO 14 0 1 9 SECURIE	
ATTEST:	
STATE OF CALIFORNIA) County of El Dorado)	
On 05-20-05 before me, personally appeared KENNETH & SHANNOW RE-	HATTE BOOKES - KONZ , Notary Public,
on the basis of satisfactory evidence to be the person instrument and acknowledged to me that he/she/the capacity(jos), and that by his/he/their signature(s) on the which the person(s) acted, executed the instrument.	(x) whose name(x) is/and subscribed to the within y executed the same in his/her/their authorized

Notary Public in and for said State



WITNESS my hand and official seal.

RECORDING REQUESTED BY:

Fidelity National Title Company of California

Escrow No.: 04-2000343-DL

Locate No.: CAFNT0909-0909-0008-0002000343

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 tra		

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

DEPTEMBER 23

before me. GERALD L. KNUTSON personally appeared

PARDINI AND JUE BRAATEN-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 off,

Signature

Marc Pargini

Sue Pardini

GERALD L. KNUTSON Commission # 1468124 Notary Public - California Contra Casta County My Comm. Expires Feb 3, 2008

MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213 (Rev 7/96) (grant)(08-04)

GRANT DEED

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°19'02" West (recorded South 35°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°08'51" East along a curve to the left with a radius of 1435.00 feet, through an angle of 02°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

	COUNTY OF EL DORADO		
	Ву		
	Dy	8	Chairman
			Board of Supervisors
ATTEST:			
CINDY KECK			
Clerk of the Board of Supervisors			
Ву:			
Deputy Clerk			