

RECORDING REQUESTED BY:
EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

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

SPACE ABOVE RESERVED FOR RECORDERS USE

AVIGATION AND NOISE EASEMENT

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

RECITALS

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

WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number _____ 061-520-44-100 _____ (Building Permit # _____ 176011 _____) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

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

AGREEMENT AND GRANT OF EASEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For Grantor(s):

By: [Signature]
Print: SCOTT HERRING

For the County of El Dorado

By: _____
Print: _____

By: _____

Print: _____

ATTEST

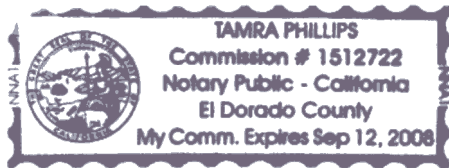
STATE OF CALIFORNIA

)ss

County of El Dorado

On 10-23-06, before me, Tamra Phillips, Notary Public, personally appeared Scott Herring, ~~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



Tamra Phillips
Notary Public in and for said State

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
Scott Herring
P.O. Box 1352
Georgetown, CA 95634



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2005-0072178-00

Acct 3-FIRST AMERICAN TITLE CO
Tuesday, AUG 30, 2005 08:00:00
Ttl Pd \$291.30 Nbr-0000768780
CLC/C1/1-3

Space Above This Line for Recorder's Use Only

A.P.N.: 061-520-44-100

File No.: 3106-1921938 (LS)

GRANT DEED

PCOS
FILED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$278.30; CITY TRANSFER TAX \$0.00;
SURVEY MONUMENT FEE \$0.00

- 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 , and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Thomas Hallendorf and Jane Mary Hallendorf, husband and wife**

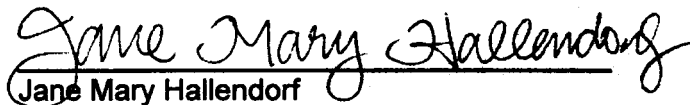
hereby GRANTS to **Scott Herring, a single man**

the following described property in the Unincorporated Area, County of **El Dorado**, State of **California**

PARCEL C, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "A PORTION OF THE N.E. 1/4 OF SECTION 5, T. 12N, R 10E., M.D.B.&M.", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON NOVEMBER 26, 1980, IN BOOK 28 OF PARCEL MAPS, AT PAGE 14.

Dated: 08/23/2005


Thomas Hallendorf


Jane Mary Hallendorf

Mail Tax Statements To: SAME AS ABOVE

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

CERTIFICATE
OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated October 23, 2006, from Scott Herring, 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 January 30, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 30th day of January 2007

COUNTY OF EL DORADO

By

Chairman
Board of Supervisors

ATTEST:

CINDY KECK
Clerk of the Board of Supervisors

By

Deputy Clerk

RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

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

SPACE ABOVE RESERVED FOR RECORDERS USE

AVIGATION AND NOISE EASEMENT

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

RECITALS

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

WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 061-441-25-100 (Building Permit # 178172) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

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

AGREEMENT AND GRANT OF EASEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For Grantor(s):
By: [Signature]
Print: Jeff Tarbell, member

For the County of El Dorado
By: _____
Print: _____

By: _____
Print: _____

ATTEST:

STATE OF CALIFORNIA

)ss.

County of El Dorado

On December 15, 2006, before me, Charlene Marshall, Notary Public, personally appeared Jeff Tarbell, 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.



Charlene Marshall
Notary Public in and for said State

ORDER #
APN

RECORDING REQUESTED BY
Old Republic Title Company
2123003506-KR
061-441-18-100, 061-441-25-100

WHEN RECORDED MAIL TO

Name KAJ Investments
Street Address 4811 Chippendale Drive #400
City State Zip Sacramento, CA 95841



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2005-0049409-00

Acct 5-OLD REPUBLIC TITLE CO
Thursday, JUN 16, 2005 14:30:00
Ttl Pd \$347.70 Nbr-0000738663
CLC/C1/1-2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$337.70
(X) computed on full value of property conveyed, or
() computed on full value less of liens and encumbrances remaining at time of sale.
(X) Unincorporated area: () City of _____
() Realty not sold.

PCOS
FILED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Arthur G. Gerstenkorn and Gudrun Gerstenkorn, Trustees of the Arthur G. Gerstenkorn and Gudrun Gerstenkorn Living Trust dated June 28, 1995

hereby GRANT(S) to
KAJ Investments LLC, a California Limited Liability Company

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

Mail Tax Statements to Grantee at address above

Date June 13, 2005

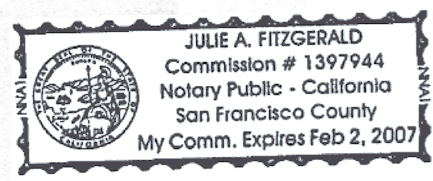
STATE OF CALIFORNIA
COUNTY OF San Francisco

Arthur G. Gerstenkorn
Arthur G. Gerstenkorn, Trustee

On June 14, 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared
Arthur G. Gerstenkorn &
Gudrun Gerstenkorn

Gudrun Gerstenkorn
Gudrun Gerstenkorn, Trustee

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) 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 *Julie A. Fitzgerald*
Name Julie A Fitzgerald
(typed or printed)

(This area for official notarial seal)

049409

ORDER NO. : 2123003506-SH

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:

All that real property situate in the unincorporated area, County of El Dorado, State of California, described as follows:

PARCEL 1 and PARCEL 2, as shown on that certain Parcel Map entitled "Portion N.W. ¼ Sec. 10, T.12N., R.10E., M.D.B.&M., being Parcel D of P.M. 10-21", filed in the Office of the county Recorder of El Dorado County, State of California, on August 7, 1979 in Book 24 of Parcel Maps, at Page 132.

APN 061-441-18
061-441-25

06/16/2005, 20050049409

CERTIFICATE
OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated December 15, 2006, from Kaj Investments LLC/Jeff Tarbell, 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 January 30, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 30th day of January 2007

COUNTY OF EL DORADO

By

Chairman
Board of Supervisors

ATTEST:

CINDY KECK
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING DEPARTMENT

WHEN RECORDED, RETURN TO:

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

SPACE ABOVE RESERVED FOR RECORDERS USE

AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the _____ day of _____, 200__, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and Robert W McCullough, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

RECITALS

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

WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 061-571-17 (Building Permit # 173338) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

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

AGREEMENT AND GRANT OF EASEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

For Grantor(s):

For the County of El Dorado

By: Robert W McCullough


By: _____

ATTEST:

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

On December 21, 2006, before me, CAROLA BAGSHAWE, Notary Public, personally appeared ROBERT W. MCCULLOUGH, 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.



Carol A Bagshawe
Notary Public in and for said State

RECORDING REQUESTED BY

Financial Title USA, Inc.
California Land Title of Marin

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

Name **Robert McCullough**
Street Address **118 Renick Place**
City-State Zip **Walnut Creek, CA 94598**
Order No. **246457-PH**



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2003-0024665-00
Acct 7-FINANCIAL TITLE CO
Thursday, MAR 13, 2003 08:00:00
Ttl Pd \$191.50 Nbr-0000394127
LJP/C2/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

Documentary Transfer Tax is \$ ~~330.00~~ **181.50**

Parcel No. 061-571-17-100

Tax Code Area: 083-064

PCOS
FILED

- computed on full value of interest or property conveyed, or
- full value less value of liens or encumbrances remaining at the time of sale

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

John Oosterbaan, Trustee of the John Oosterbaan 2001 Trust

hereby GRANT(s) to

Robert McCullough, a married man, as his sole and separate property

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

See Exhibit A attached hereto and made a part hereof.

Dated: March 5, 2003

STATE OF CALIFORNIA
COUNTY OF Marin

}ss
John Oosterbaan, Trustee

On 3-7-03 before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Oosterbaan

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

Name Street Address City & State

024665

EXHIBIT "A"

Order No. 45012962-583-PLS

LEGAL DESCRIPTION

The land referred to in this Report is described as follows:

All that certain real property situated in the County of El Dorado, State of California, described as follows:

PARCEL ONE:

Parcel 4 of Parcel Map, recorded April 3, 1979, in Book 23 of Parcel Maps, Page 93.

PARCEL TWO:

A nonexclusive road and utility easement over, under, along, across, and through the nonexclusive road and utility easements lying outside the exterior lines of the realty first hereinabove described, as said easements are delineated and designated on the Parcel Map hereinabove referred to.

APN: 061-571-17-100

ARB: None

03/13/2003, 20030024665

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 21, 2006, from Robert W. McCullough, 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 January 30, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 30th day of January 2007

COUNTY OF EL DORADO

By

Chairman
Board of Supervisors

ATTEST:

CINDY KECK
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

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

SPACE ABOVE RESERVED FOR RECORDERS USE

AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the _____ day of _____, 200__, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and Mariam E. Noujaim, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

RECITALS

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

WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 048-260-11-100 (Building Permit # 178272) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

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

AGREEMENT AND GRANT OF EASEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For Grantor(s):
By: [Signature]
Print: MARIAM NOUJAIN

For the County of El Dorado
By: _____
Print: _____

By: _____
Print: _____

ATTEST:

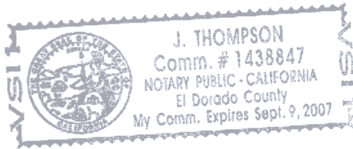
STATE OF CALIFORNIA

)ss.

County of El Dorado)

On 11/30/06, before me, J. Thompson, Notary Public, personally appeared Mariam Noujain, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public in and for said State

11

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
Mariam E. Noujaim
3421 Lode Road
Placerville, CA 95667



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2006-0078529-00

Acct 3-FIRST AMERICAN TITLE CO
Friday, NOV 17, 2006 08:00:00
Ttl Pd \$202.50 Nbr-000092831
KMV/C1/1-2

A.P.N.: 048-260-11-100

File No.: 0901-2575552 (JT)

GRANT DEED

PCOS
FILED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$192.50; CITY TRANSFER TAX \$0.00;
SURVEY MONUMENT FEE \$

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

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Larry E. Estey, a single man, also known as Larry Estey**

hereby GRANTS to **Mariam E. Noujaim, an unmarried woman**

the following described property in the unincorporated area of **Placerville, County of El Dorado, State of California:**

PARCEL NO. 1:

COMMENCING AT THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED, A STAKE 2 INCHES SQUARE AND SET IN DIVISION FENCE LINE FROM WHICH POINT THE NORTH QUARTER CORNER OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B.&M., BEARS NORTH 7° 59' EAST 1889.15 FEET; THENCE FROM THE PLACE OF COMMENCEMENT ALONG SAID FENCE LINE SOUTH 82° 39' EAST (RECORDED AS SOUTH 82° 35' EAST) 113.85 FEET TO A SIMILAR STAKE AT THE NORTHEAST CORNER THEREOF; THENCE CONTINUING ALONG SAID FENCE LINE, SOUTH 0° 04' 30" EAST (RECORDED AS DUE SOUTH) 100.85 FEET TO A SIMILAR STAKE AT THE SOUTHEAST CORNER THEREOF; THENCE LEAVING SAID FENCE LINE NORTH 82° 39' WEST 126.89 FEET TO A SIMILAR STAKE AT THE SOUTHWEST CORNER THEREOF; THENCE NORTH 7° 21' EAST 100.00 FEET TO THE PLACE OF COMMENCEMENT.

PARCEL NO. 2:

COMMENCING AT THE NORTHEAST CORNER OF ANGIE BIANCHI LAND FROM WHICH THE NORTH QUARTER CORNER OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B.&M., BEARS NORTH 7° 59' EAST 1889.15 FEET; THENCE SOUTH 82° 35' EAST 40 FEET; THENCE SOUTH 0° 04' 30" EAST 100.85 FEET; THENCE NORTH 82° 39' WEST 40 FEET; THENCE NORTH 0° 04' 30" WEST 100.85 FEET TO THE PLACE OF COMMENCEMENT.

078529

A.P.N.: 048-260-11-100

Grant Deed - continued

File No.: 0901-2575552 (JT)

Date: 11/08/2006

Dated: 11/08/2006

Larry E. Ester
Larry E. Ester

STATE OF ARIZONA)SS
COUNTY OF MOHAVE)

On Nov 11, 2006, before me, Jeri Feneis

Notary Public, personally appeared LARRY E. ESTER, 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
Jeri Feneis



My Commission Expires: 8-15-08

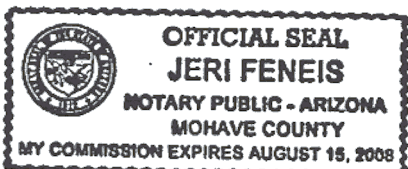
This area for official notarial seal

Notary Name: Jeri Feneis

Notary Phone: 928-565-9224

Notary Registration Number: 125378

County of Principal Place of Business: Mohave



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 November 30, 2006, from Marian Noujaim, 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 January 30, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 30th day of January 2007

COUNTY OF EL DORADO

By

Chairman
Board of Supervisors

ATTEST:

CINDY KECK
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

RECORDING REQUESTED BY
EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

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

SPACE ABOVE RESERVED FOR RECORDERS USE

AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the _____ day of _____, 200__, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and Harold B Schultz, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

RECITALS

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

WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 048-240-04 (Building Permit # 177990) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

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

AGREEMENT AND GRANT OF EASEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For Grantor(s):

By: Harold B Schultz
Print: HAROLD B Schultz

For the County of El Dorado

By: _____
Print: _____

By: _____

Print:

ATTEST:

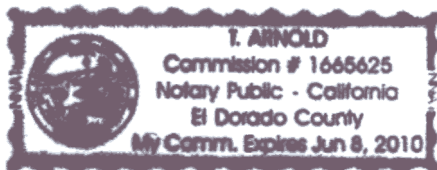
STATE OF CALIFORNIA

)ss.

County of El Dorado

On 11-27-06, before me, Terri Arnold, Notary Public, personally appeared Harold B Schultz, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



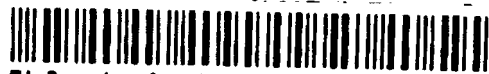
Terri Arnold
Notary Public in and for said State

RECORDING REQUESTED BY:

Chicago Title Company
Escrow No.: 06-53302758-JW
Locate No.: CACTI7758-7739-4533-0076101902
Title No.: 06-76101902-PS

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

Harold B. Schultz
2850/2852 Smith Flat School Rd
Placerville, Ca. 95667



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2006-0059516-00

Acct 1-CHICAGO TITLE CO
Wednesday, AUG 30, 2006 14:30:00
Ttl Pd \$10.00 Nbr-0000900127
LJP/C1/1-2

APN: 048-240-04-100

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

PCOS
FILED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ 0.00 ¹¹⁹¹¹ City Transfer Tax is \$

- [] 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 **Placerville,**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Harold B. Schultz, who acquired title as an unmarried man

hereby **GRANT(S)** to Harold B. Schultz, a married man as his sole and separate property

the following described real property in the City of Placerville, County of El Dorado, State of California
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: August 21, 2006

STATE OF CALIFORNIA)
COUNTY OF El Dorado)

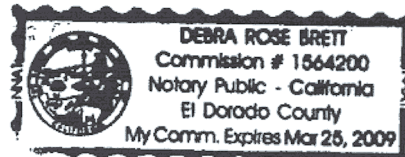
ON 8-25-06 before me,
Debra Rose Brett, Notary Public
(here insert name and title of the officer), personally
appeared Harold B. Schultz,

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.

Harold B. Schultz

Witness my hand and official seal.

Signature Debra Rose Brett (Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE

Escrow No.: 06-53302758-JW

Locate No.: CACT17758-7739-4533-0076101902

Title No.: 06-76101902-PS

059516

EXHIBIT "A"

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

THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER, A FENCE POST, IDENTICAL WITH THE SOUTHWEST CORNER OF THE JOHN D. BENFELT PROPERTY, AND THE NORTHWESTCORNDER OF RAFAEL T. VISCI'S FROM WHICH THE WEST ONE-QUARTER SECTION CORNER OF SECTION 10 TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B. & M., BEARS SOUTH 78 DEGREES 50 MINUTES WEST 1550.35 FEET, THENCE ON FENCE LINE NORTH 65 DEGREES 15 MINUTES WEST 61.50 FEET TO E.S.RANDALL LOT, THENCE NORTH 16 DEGREES 41 MINUTES EAST 103.8 FEET AND NORTH 04 DEGREES 55 MINUTES EAST 192.5 FEET TO THE FOSSATI PROPERTY; THENCE SOUTH 83 DEGREES 30 MINUTES EAST, 19.70 FEET, NORTH 34 DEGREES 00 MINUTES EAST 202.65 FEET AND NORTH 56 DEGREES 11MINUTES EAST 282.6 FEET TO THE SOUTHEAST CORNER OF SAID FOSSATI PROPERTY - WESTERLY BOUNDARY OF MRS. IDA I. BRYANS, THENCE SOUTH 15 DEGREES 09 MINUTES EAST 54.32 FEET AND SOUTH 74 DEGREES 18 MINUTES EAST 86.20 FEET TO A POINT, HEREIN DESIGNATED AS THE "POINT OFCOMMENCEMENT", THENCE NORTH 57 DEGREES 48 MINUTES EAST 139.05 FEET, THENCE NORTH 71 DEGREES 41 MINTUES EAST 145.30 FEET TO ROAD, THENCE ON WEST LINE OF SAID ROAD SOUTH 16 DEGREES 34 MINUTES WEST 249.3 FEET; THENCE SOUTH 33 DEGREES 16 MINUTES WEST 24.70 FEET TO THE NORTHEAST CORNER OF THE SMITHS FLAT SCHOOL LOT. THENCE NORTH 88 DEGREES 25 MINUTES WEST 211.39 FEET TO THE BENFELT PROPERTY, THENCE ON FENCE ADJOINING THE BENFELT PROPERTY NORTH 14 DEGREES 52 MINUTES EAST 63.70 FEET TO A POINT, THENCE NORTHERLY TO THE SAID"POINT OF COMMENCEMENT".

08/30/2006, 20060059516

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 November 27, 2006, from Harold B. Schultz, 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 January 30, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 30th day of January 2007

COUNTY OF EL DORADO

By

Chairman
Board of Supervisors

ATTEST:

CINDY KECK
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

RECORDING REQUESTED BY

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

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

SPACE ABOVE RESERVED FOR RECORDERS USE

AVIGATION AND NOISE EASEMENT

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

RECITALS

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

WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 082-531-20 (Building Permit # 166501) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

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

AGREEMENT AND GRANT OF EASEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For Grantor(s):

For the County of El Dorado

By: _____

Print: MERLIN LEU, _____

Print: _____

By: _____

Print: _____

ATTEST

STATE OF CALIFORNIA

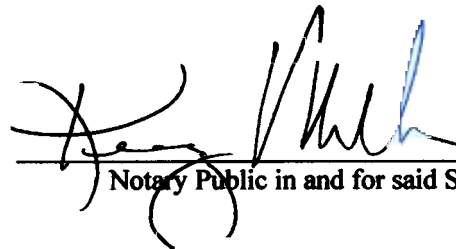
)ss.

County of El Dorado

On December 6, 2006, before me, KERRY MILLER, Notary Public, personally appeared MERLIN 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.





Notary Public in and for said State

RECORDING REQUESTED BY

PLACER TITLE COMPANY

Escrow Number: 202-58779-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- 2006-0003250-00

Acct 6-PLACER TITLE CO
Tuesday, JAN 17, 2006 14:30:00
Ttl Pd \$10.00 Nbr-0000821642
KMV/C1/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

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

PCOS
FILED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **PEARL PLACE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**

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 160, 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. 082-531-20-100

Dated: January 13, 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 - 1/13/2006

C:\CarDeed.doc (7/2002)

PEARL PLACE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Merlin Leu
MERLIN LEU, MEMBER

Rodney Weckworth
RODNEY WECKWORTH, MEMBER

Ann Leu
ANN LEU, MEMBER

Helena Weckworth
HELENA WECKWORTH, MEMBER

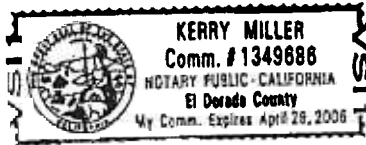
STATE OF CALIFORNIA
COUNTY OF EL DORADO

On 01/13/2006 before me, KERRY MILLER Notary Public, personally appeared
MERLIN LEU, ANN LEU, RODNEY WECKWORTH AND HELENA WECKWORTH

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: [Handwritten Signature]



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

SAME AS ABOVE

Name

Street Address

City & State

01/17/2006, 20060003250

Page 2 of 2 - 1/13/2006

O:\CorrDeed.doc (7/2002)

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 6, 2006, from Burnett Park, LLC/Merlin 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 January 30, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 30th day of January 2007

COUNTY OF EL DORADO

By

Chairman
Board of Supervisors

ATTEST:

CINDY KECK
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

RECORDING REQUESTED BY:
EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

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

SPACE ABOVE RESERVED FOR RECORDERS USE

AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the _____ day of _____, 200__, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and Dan Rinehart Construction, Inc., hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

RECITALS

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

WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 083-282-26-100 (Building Permit # 170491) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

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

AGREEMENT AND GRANT OF EASEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For Grantor(s): Dan Rinehart Construction, Inc.

For the County of El Dorado

By: [Signature]

By: _____

Print: Dan Rinehart, President

Print: _____

By: _____

Print: _____

ATTEST:

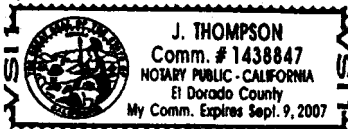
STATE OF CALIFORNIA)

)ss.

County of El Dorado)

On 10/27/06, before me, J. Thompson, Notary Public, personally appeared Dan Rinehart, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public in and for said State



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2006-0073786-00

Check Number 5808
Friday, OCT 27, 2006 12:02:58
Ttl Pd \$10.00 Nbr-0000920156
KMV/C1/1-2

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
Dan Rinehart Construction, Inc.
2271 Fieldstone Drive
Placerville, CA 95667

Space Above This Line for Recorder's Use Only

A.P.N.: 083-282-26-100

PCOS
FILED

File No.: 0901-2558930 (JT)

GRANT DEED

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

R+T Code
11911

-] 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,
- [X] unincorporated area; [] City of Cameron Park, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DAN RINEHART AND DIANE RINEHART, HUSBAND AND WIFE, AS JOINT TENANTS

hereby GRANTS to Dan Rinehart Construction, Inc., a California corporation

the following described property in the unincorporated area of Cameron Park, County of El Dorado, State of California:

LOT 36, AS SAID LOT IS SHOWN ON THE OFFICIAL MAP OF "CAMERON PARK NORTH UNIT NO. 6", FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, STATE OF CALIFORNIA, ON MAY 15, 1967, IN MAP BOOK "D", PAGE 80.

Dated: 10/26/2006

Dan Rinehart

Diane Rinehart

STATE OF Calif)SS
COUNTY OF El Dorado)

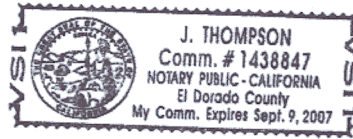
On 10/27/06, before me, J. Thompson

Notary Public, personally appeared Dan Rinehart & Diane Rinehart, 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

J. Thompson
My Commission Expires: 9-9-07



This area for official notarial seal

Notary Name: _____

Notary Phone: _____

Notary Registration Number: _____

County of Principal Place of Business: _____

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 October 27, 2006, from Dan Rinehart Construction, Inc./Dan Rinehart, President, 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 January 30, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 30th day of January 2007

COUNTY OF EL DORADO

By

Chairman
Board of Supervisors

ATTEST:

CINDY KECK
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

RECORDING REQUESTED BY
EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

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

SPACE ABOVE RESERVED FOR RECORDERS USE

AVIGATION AND NOISE EASEMENT

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

RECITALS

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

WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 083-243-16 (Building Permit # 176228) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

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

AGREEMENT AND GRANT OF EASEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For Grantor(s): GENESIS HOMES LLC

For the County of El Dorado

By: *Kirk H. Barth*

By: _____

Print: KIRK H. BARTH, CEO

Print: _____

By: _____

Print: _____

ATTEST:

STATE OF CALIFORNIA

)ss.

County of El Dorado

On December 20, 2006, before me, KERRY MILLER, Notary Public, personally appeared KIRK H. BARTH, 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.



Kerry Miller
Notary Public in and for said State

RECORDING REQUESTED BY

PLACER TITLE COMPANY

Escrow Number: 202-59290-CAF

AND WHEN RECORDED MAIL TO

GENESIS HOMES INC.
2999 #A ALHAMBRA DRIVE
CAMERON PARK, CA 95682



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2006-0059560-00

Acct B-PLACER TITLE CO
Thursday, AUG 31, 2006 08:00:00
Ttl Pd \$208.50 Nbr-0000900286
JLB/C1/1-4

A.P.N.: 083-243-16-100

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$192.50 City Transfer Tax: \$0.00

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

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

PCOS
FILED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CHARLISE JOY, AS TO AN UNDIVIDED 50% INTEREST AND SEAN A. WHELAN, AS TO AN UNDIVIDED 50% INTEREST AS TENANTS IN COMMON

Hereby GRANT(S) to GENESIS HOMES ,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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION

Dated: August 18, 2006

By: Charlise Joy
CHARLISE JOY

By: Sean A. Whelan
SEAN A. WHELAN

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 3 - 8/18/2006

0:\Grndeed.doc (4/2002)

059560

STATE OF CALIFORNIA ARIZONA
COUNTY OF YAVAPAI

On 21st of AUGUST before me, CHARLISE JOY ^{NC} ~~NANCY COOMBS~~ Notary Public,
personally appeared CHARLISE JOY

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument an acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

Signature: Nancy L. Coombs
Commission Expiration Date: March 23, 2008



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 3 - 8/18/2006		

O:\Grandeed.doc (4/2002)

059560

State of California

County of EL DORADO

) ss
)

On August 23, 2006 before me, CATHY FRENCH, Notary Public personally appeared SEAN A. WHELAN , (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

Cathy French
CATHY FRENCH

Notak.doc

059560

EXHIBIT "A"
LEGAL DESCRIPTION

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

LOT 53, OF AIR PARK ESTATES AND RESUBDIVISION OF CAMERON PARK NORTH UNIT NO. 1, FILED FEBRUARY 14, 1967 IN BOOK D OF MAPS, AT PAGE 78, EL DORADO COUNTY RECORDS.

ASSESSOR'S PARCEL NUMBER: 083-243-16-100

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 20, 2006, from Genesis Homes LLC/Kirk H. Barth, CEO, 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 January 30, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 30th day of January 2007

COUNTY OF EL DORADO

By

Chairman
Board of Supervisors

ATTEST:

CINDY KECK
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

RECORDING REQUESTED BY:
EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

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

SPACE ABOVE RESERVED FOR RECORDERS USE

AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the _____ day of _____, 200__, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and Orlando H. Joyce & Marleen C. Joyce, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

RECITALS

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

WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 082-760-06 (Building Permit # 177491) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

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

AGREEMENT AND GRANT OF EASEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For Grantor(s):

By: Orlando H. Joyce

Print: Orlando H. Joyce

By: Marleen Joyce

Print: Marleen H. Joyce

For the County of El Dorado

By: _____

Print: _____

ATTEST:

STATE OF CALIFORNIA

)ss.

County of El Dorado)

On October 24, 2006, before me, Kim L. Woolley, Notary Public, personally appeared Orlando and Marleen Joyce, 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.



Kim L. Woolley
Notary Public in and for said State

RECORDING REQUESTED BY

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

Name []
Address Orlando H. Joyce and Marleen
City & State C. Joyce
3095 Cambridge
Cameron Park, CA 95682
Title Order No. 10006 Escrow No. 10006 LW

031104

OFFICE OF THE COUNTY CLERK
EL DORADO COUNTY, CALIF.
RECORD REQUESTED BY:

Liberty Title & Escrow Co.

JUN 10 1 01 PM '88



JARR
COUNTY RECORDER (1)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed **PCOS FILED**

The undersigned declares that the documentary transfer tax is \$ 162.80 and is
 computed on the full value of the interest or property conveyed, or is
 computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land,
tenements or realty is located in
 unincorporated area city of _____ and

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

H.W.J. TIMBERLINE CONSTRUCTION INC. a California Corporation

a corporation organized under the laws of the State of
hereby GRANT(S) to

ORLANDO H. JOYCE AND MARLEEN C. JOYCE, Husband and wife, as joint tenants

the following described real property in the
county of _____, state of California:

Lots 6 and 6a as shown on the Map of Timberline Cove townhouses recorded May 7, 1987
in Book 6 of Maps at Page 63, El Dorado County Records.

This Deed is made and accepted upon the Covenants, Conditions and Restrictions as
set forth in that Declaration of Covenants, Conditions and Restrictions recorded
July 2, 1968, in Book 884, page 737, in the Office of the County Recorder of El
Dorado County, and any amendments thereto of record, all of which are incorporated
herein by reference thereto with the same effect as though fully set forth herein,
and shall run with the land and be binding on grantee, his successors and assigns.

H.W.J. TIMBERLINE CONSTRUCTION INC. a
California Corporation

Dated June 8, 1988

STATE OF CALIFORNIA }
COUNTY OF EL Dorado } SS.
On June 8, 1988 before me,
the undersigned, a Notary Public in and for said County and
State, personally appeared Harry W. Jones
known to me to be the President, and
Carol L. Jones, known to me to be
Secretary of the corporation that executed the
within Instrument, known to me to be the persons who ex-
ecuted the within Instrument on behalf of the corporation
therein named, and acknowledged to me that such corpora-
tion executed the within instrument pursuant to its by-laws
or a resolution of its board of directors.

Harry W. Jones
Carol L. Jones

FOR NOTARY SEAL OR STAMP
L WILSON
NOTARY PUBLIC
El Dorado County, CA
My Commission Expires Sept. 23, 1988

L. Wilson
Signature of Notary

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

Name _____ Street Address _____ City & State _____
LT118 _____
BOOK 2959 PAGE 711

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 October 24, 2006, from Orlando H. Joyce and Marleen C. Joyce, 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 January 30, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 30th day of January 2007

COUNTY OF EL DORADO

By

Chairman
Board of Supervisors

ATTEST:

CINDY KECK
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

RECORDING REQUESTED BY:

EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

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

SPACE ABOVE RESERVED FOR RECORDERS USE

AVIGATION AND NOISE EASEMENT

This Easement and Agreement is made and entered into on the _____ day of _____, 200__, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and _____ Laumic Family Partnership, a CA LP _____, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.

RECITALS

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

WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number _____ 070-480-23 _____ (Building Permit # _____ 170260 _____) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

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

AGREEMENT AND GRANT OF EASEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For Grantor(s):

By: Roger C James
Print: ROGER C JAMES

For the County of El Dorado

By: _____
Print: _____

By:

Print: _____

ATTEST:

STATE OF CALIFORNIA

)ss.

County of El Dorado

On November 15, 2006, before me, Debra G. Owens, Notary Public, personally appeared Roger C. James, 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.

Debra G. Owens
Notary Public in and for said State



RECORDING REQUESTED BY

PLACER TITLE COMPANY

Escrow Number: 202-58450-CAF

AND WHEN RECORDED MAIL TO

LAURNIC FAMILY PARTNERSHIP
P.O. BOX 1434
SHINGLE SPRINGS, CA 95682



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2005-0100826-00

Acct 6-PLACER TITLE CO
Thursday, DEC 01, 2005 14:30:00
Ttl Pd \$288.30 Nbr-0000806023
CLG/C1/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

PCOS
FILED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$278.30 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, **DAROL B. RASMUSSEN, TRUSTEE AND CRAIG RASMUSSEN, SUCCESSOR TRUSTEE, OF THE DAROL B. RASMUSSEN AND THORA J. RASMUSSEN FAMILY TRUST**

Hereby GRANT(S) to LAURNIC FAMILY PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

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

LOT 231, AS SHOWN ON THAT CERTAIN MAP ENTITLED " CAMERON WOODS UNIT #8", FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON MAY 27, 2004, IN MAP BOOK "J" AT PAGE 25.

A.P.N. 070-480-23-100

SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED JUNE 16, 2004, INSTRUMENT NO. 2004-48534, OFFICIAL RECORDS, AND SAID DECLARATION AND ANY AMENDMENTS THERETO IS HEREBY INCORPORATED INTO THE BODY OF THIS INSTRUMENT AS THOUGH FULLY SET FORTH HEREIN.

Dated: December 01, 2005

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

100826

SIGNATURE PAGE FOR GRANT DEED

THE DAROL B. RASMUSSEN AND THORA J. RASMUSSEN FAMILY TRUST

By: [Signature]
DAROL B. RASMUSSEN, TRUSTEE

By: [Signature]
CRAIG RASMUSSEN, SUCCESSOR TRUSTEE
acting in fact

STATE OF CALIFORNIA
COUNTY OF El Dorado

On Nov. 30, 2005 before me, Cathy French personally appeared

Darol B. Rasmussen*****

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: [Signature]
Commission Expiration Date Mar 14, 2008



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

12/01/2005, 20050100826

#170260

**SHORT FORM
CERTIFICATE OF LIMITED PARTNERSHIP
OF
LAURNIC, FAMILY LIMITED PARTNERSHIP
A CALIFORNIA LIMITED PARTNERSHIP**

The parties hereto do hereby certify that an Agreement was made effective on the 29 day of OCTOBER, 2002, at Sacramento, California, by the following, herein called the "General Partner" with **ROGER C. JAMES**, with **TAMRA A. JAMES** being the Assistant General Partner, and by the following, hereinafter referred to as "Limited Partners"

ROGER C. JAMES

TAMRA A. JAMES

SCAN

WITNESSETH:

The parties hereto, on the date described above, formed a Limited Partnership pursuant to the provisions of the California Limited Partnership Act.

Name. The name of this Limited Partnership is **LAURNIC, FAMILY LIMITED PARTNERSHIP.**

2. **Business.** The general character of the Partnership business shall be to hold, develop and lease real estate and equipment, and conduct a general business as thereto related, and to engage in any lawful business activity.

3. **Principal Place of Business.** The initial location of the principal place of business of the Partnership is **4211 Vega Loop, Shingle Springs, CA 95682.**

4 **Registered Agent.** The registered agent for service for this Limited Partnership is **ROGER C. JAMES** whose address is **421 Vega Loop, Shingle Springs, CA 95682**

The Partners. The General Partner and Limited Partners of this Limited Partnership are as follows

<u>GENERAL PARTNER</u>	<u>PLACE OF RESIDENCE</u>
ROGER C. JAMES	421 Vega Loop, Shingle Springs, CA 95682
TAMRA A. JAMES	4211 Vega Loop, Shingle Springs, CA 95682

<u>LIMITED PARTNERS</u>	<u>PLACE OF RESIDENCE</u>
ROGER C. JAMES	4211 Vega Loop, Shingle Springs, CA 95682
TAMRA A. JAMES	421 Vega Loop, Shingle Springs, CA 95682

6 **Term.** The Partnership shall begin on the 29 day of October, 2002, and shall continue for **Thirty (30) Years** there upon behalf of owner dissolved by law or by agreed the instruments hereto, or unless extended by a majority agreement of the Partners

Additional Contributions. Additional contributions by the Limited Partners is allowed

8 **Return of Contributions.** No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Partnership.

Profits. All annual net profits of the Partnership shall be divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts, unless retained for the Partnership investment and business activities

10 **Assignments** A Limited Partner shall have the right to sell his interest in the Partnership, but only after such Limited Partner gives to the Partnership a One Hundred Twenty

(120) day opportunity to purchase such interest, as explained in detail by the Partnership Agreement.

Additional Limited Partners. The Managing General Partners may admit additional limited partners under their sole discretion.

12. **Priority Among Limited Partners.** There is no priority of one Limited Partner over another as to the contributions or compensation by way of income.


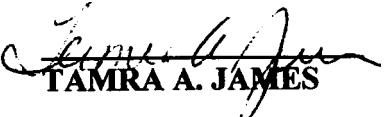
13. **Continuance of Business.** Upon the death, retirement or insanity of the surviving General Partners, the Partnership shall dissolve unless continued by the remaining Partners and selecting, when necessary, a new Managing General Partner. If the last surviving or serving General Partner has died, retired and/or becomes insane, then the Limited Partners holding interest in capital in excess of Ten percent (10%) of the capital owned by all Limited Partners may elect to continue the Partnership by selecting a new Managing General Partner.

14. **Property Other Than Cash.** A Limited Partner may not demand property other than cash in return for his contributions.

15. **Amount of Cash and Agreed Value and Description of Other Property Contributed.** The Partners in the Limited Partnership have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed equity value of \$ _____

So agreed by the undersigned:

Executed on **OCT 29 2002**, 2002, at Sacramento, California.

<u>GENERAL PARTNER</u>	<u>PLACE OF RESIDENCE</u>	<u>PERCENTAGE</u>
 ROGER C. JAMES	4211 Vega Loop, Shingle Springs, CA 95682	One (1)%
 TAMRA A. JAMES	4211 Vega Loop, Shingle Springs, CA 95682	One (1)%

LIMITED PARTNERS

PLACE OF RESIDENCE

PERCENTAGE

Roger C. James
ROGER C. JAMES

4211 Vega Loop, Shingle Springs, CA 95682 Forty-Nine (49)%

Tamra A. James
TAMRA A. JAMES

4211 Vega Loop, Shingle Springs, CA 95682 Forty-Nine (49)%

NOTARY ACKNOWLEDGMENT

State of California

County of Sacramento)
§.

On OCT 29 2002, 2002, before me, Gregory R. Beyer, Notary Public, personally appeared **ROGER C. JAMES** [] personally known to me -OR- [X] 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.

[Handwritten Signature]

Signature of Notary



NOTARY ACKNOWLEDGMENT

State of California)

County of Sacramento)
§.

On OCT 29 2002, 2002, before me, Gregory R. Beyer, Notary Public, personally appeared **TAMRA A. JAMES** [] personally known to me -OR- [X] 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 she executed the same in her authorized capacity, and that by her 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.

[Handwritten Signature]

Signature of Notary

SEAL

LAURNIC,lp

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 November 15, 2006, from Lurnic Family Partnership, a CA LP/Roger C. James, 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 January 30, 2007, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 30th day of January 2007

COUNTY OF EL DORADO

By

Chairman
Board of Supervisors

ATTEST:

CINDY KECK
Clerk of the Board of Supervisors

By: _____
Deputy Clerk