#### 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

		ounty of El Dorado, a political s Burnett Park, LLC	
		he El Dorado County Ordinance	
Grantor, pursuant to the at	unorny of Chapter 17.38 of the	ne El Bolado County Oldmane.	J Code.
	RECITAL	LS	
California, the County of El Ordinance Code and, on Ju Commission had adopted the WHEREAS, Granto	Dorado, on May 12, 1987, a une 4, 1986, consistent with Cameron Park or is the owner in fee of that par	ion 65302.3 of the Government Commended Chapter 17.38 of the En Section 17.38.030, the Footh Airport Comprehensive La rcel of land identified by Assesso 50 & 170054 ) and more particular	El Dorado County nill Airport Land and Use Plan; and, or's Parcel Number
		ereof (hereinafter "Parcel"); and	
		zone 3 as shown on the	

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

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

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

- 3. For and on behalf of itself, its successors and assigns, Grantor hereby covenants with County for the direct benefit of the real property constituting the Airport that neither Grantor nor its successors in interest or assigns shall hereafter construct or install, or permit the construction or installation, of any structure or object, or allow the growth of any tree or other vegetation over forty (40) feet in height, except with prior written consent of County or its designee. Grantor warrants and agrees that Grantor will comply with the forty (40) foot height limitation set forth herein and in Section 17.28.040 of the El Dorado County Ordinance Code, regardless of any amendment of Section 17.28.040 or any other section of the El Dorado County Ordinance Code that otherwise may increase the permissible height limitation applicable.
- 4. In addition to any other rights the County may have to enforce compliance with the height restrictions contained in paragraph 3, above, by Grantor, its successors and assigns, County, its successors and assigns, after thirty (30) days written notice to Grantor, its successors or assigns, shall have the right to remove any structure or object in excess of the forty (40) foot height limitation (or such portion of a structure or object as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable), and shall have the right to cut or remove any vegetation exceeding forty (40) feet in height (or such portion as may exceed forty (40) feet in height, to the extent that such partial removal is feasible and reasonable) if such vegetation is determined by the County to constitute a hazard or obstruction to aerial navigation, violates any law or regulation, including, but not limited to, regulations of the Federal Aviation Administration, or otherwise interferes with the exercise of rights granted herein. County, its successors and assigns, are granted the right of ingress to, egress from, and passage over the Parcel for the foregoing purposes. No notice shall be required if it is determined by the County or its designee that the structure, object or vegetation constitutes an immediate threat to safety. Removal of any structure or vegetation not in compliance with the terms of this easement shall be at the expense of Grantor.
- 5. Grantor warrants and agrees that Grantor will refrain from any action or use of the Parcel that creates any electrical interference with radio communications between any installation at the Airport and aircraft. Grantor warrants that Grantor will refrain from erecting any structure or fixture which constitutes a barrier to pilots seeking to distinguish between airport lights and other lights or which impairs the visibility of the airport in such a manner as to endanger the landing, takeoff or maneuverability of aircraft seeking to land at, or take off from the Airport. County agrees that Grantor shall not be in violation of this warranty unless Grantor shall have been given express written notice by County, or County's assignees, of any breach of this warranty and that Grantor shall have a reasonable time within which to remedy the breach. Unless otherwise stated in the notice, thirty (30) days shall be deemed a reasonable time within which to remedy the breach. If the Grantor fails to cure the breach within the reasonable period of time after notice, County, its successors or assigns, shall have the same rights of access over and upon the Parcel for the purpose of curing such breach as are set forth in paragraph 4, above, and such cure shall be at the expense of Grantor. Advance notice shall not be required if it is determined by County that the breach constitutes an immediate threat to safety.
- 6. All covenants, conditions and warranties contained in this instrument are made and entered into for the benefit of County on behalf of the Airport and the public. These promises, covenants, conditions and warranties shall run with the Parcel, described and identified on Exhibit A, attached, and bind Grantor's heirs, administrators, executors, successors and assigns to the maximum extent permitted by law.

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

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

- "1542. Certain Claims Not Affected By General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
- 7(b). In the event that the County of El Dorado elects to directly operate and maintain the Airport, the release and waiver set forth in the foregoing Section 7(a) shall not apply in cases where the alleged harm or liability is caused by an act or omission of the County of El Dorado or an employee thereof constituting gross negligence, recklessness or willfulness; provided, that this Section 7(b) is not intended, in any event, to except from the release and waiver contained in Section 7(a) claims such as inverse condemnation and nuisance where the acts complained of are the exercise of rights granted under this easement.

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

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

Av	rigation and Noise Easement
Grantor:	Burnett Park LLC
	Page 4

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

For Grantor(s): BURNETT PARK, LLC	For the County of El Dorado
By: The state of t	By:
Print: TODD E. LEU, MEMBER	Print: HUSTY DUPRAY, Chairman
Ву:	
Print:	ATTEST: CINDY KECK, ( of the Board of Superviso
	By
	DEPUTY
ATTEST:	
STATE OF CALIFORNIA ) )ss. County of El Dorado )	
•	KERRY MILLER , Notary Public, , personally known to me or proved to me
on the basis of satisfactory evidence to be the pe instrument and acknowledged to me that he/sho	rson(s) whose name(s) is/are subscribed to the within e/they executed the same in his/her/their authorized in the instrument the person(s) or the entity upon behalf of
WITNESS my hand and official seal.	
KERRY MILLER COMM.# 1655771 NOTARY PUBLIC - CALIFORNIA	

Public in and for said State

Placer Title Company

Escrow Number: 205-8598 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- 2004-0028768-00

Acct 6-PLACER TITLE CO

Friday, APR 16, 2004 08:00:00

Til Pd \$153.00 Nbr-0000568613 JLB/C1/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED** 

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$143.00 City Transfer Tax: \$0.00

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

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

PCOS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JAMES A. CLUCK, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY AND ANASTASIA SILVA, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY

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

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

LOT 163 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.

ASSESSORS PARCEL NO.: 082-543-03-100

Dated: April 13, 2004

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

SAME AS ABOVE

Name

Street Address

City & State

O:\SlrPkg.doc (4/2002)

09-0537.A.5

Description: El Dorado, CA Document-Year. DocID 2004.28768 Page: 1 of 2 Order: 202-59230 Comment:

# 028768

SIGNATURE PAGE FOR GRANT DEED

STATE OF CALIFORNIA COUNTY OF Longra Costa personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument 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 C. O'NEIL COMM. 1305890 Signature: Notary Public-California CONTRA COSTA COUNTY Commission Expiration Date: My Comm. Exp. May 26, 2005 MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE, IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE SAME AS ABOVE City & State Street Address Name O:\SlrPkg.doc (4/2002) 04/16/2004,20040028768 09-0537.A.6

Description: El Dorado, CA Document-Year. DocID 2004.28768 Page: 2 of 2 Order: 202-59230 Comment:

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

# CERTIFICATE

# **OF ACCEPTANCE**

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated June 1, 2007, from Burnett Park, LLC, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 19, 2009, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 19th day of May 2009

COUNTY OF FU DOR ADO

	COUNTY OF EL DORADO		
	Ву		Chairman Board of Supervisors
ATTEST:			
SUZANNE ALLEN DE SANCHEZ Clerk of the Board of Supervisors			
By:	- <u>-</u>		

#### 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

	00, by and between the Coun "County," and			
"Grantor," pursuant to the au	thority of Chapter 17.38 of the	El Dorado	County Ordi	nance Code.
, <b>1</b>	J · · · · · · · · · · · · · · · · · · ·		<b>,</b>	
	RECITALS			
	nt to the requirements of Section			
	Dorado, on May 12, 1987, ame			
Ordinance Code and on Iu	ne 4, 1986, consistent with S	aation 17	28 020 tha 1	Footbill Airport Land
	Cameron Park			
Commission had adopted the	Cameron Park	_ Airport (	Comprehensiv	ve Land Use Plan; and
Commission had adopted the WHEREAS, Granton	Cameron Park	_ Airport ( of land ide	Comprehensiventified by As	ve Land Use Plan; and sessor's Parcel Number
WHEREAS, Granton 083-111-01	Cameron Park	_ Airport ( of land ide 836	Comprehensiventified by As and more par	ve Land Use Plan; and sessor's Parcel Number rticularly described and
WHEREAS, Grantor 083-111-01 identified in Exhibit A attach	Cameron Park  r is the owner in fee of that parcel (Building Permit # 177	_ Airport ( of land ide 836) of (hereinat	Comprehensiventified by As and more parter "Parcel")	ve Land Use Plan; and sessor's Parcel Number rticularly described and ; and,

#### AGREEMENT AND GRANT OF EASEMENT

- NOW, THEREFORE, Grantor, on behalf of itself, its successors and assigns, for and in consideration of the determination by County that Grantor is in compliance with Section 17.38.062 of the El Dorado County Ordinance Code, does hereby grant to the County, its successors and assigns, for the benefit of the public, a perpetual avigation and noise easement, and makes warranties as follows:
- The easement granted herein shall be for the free and unobstructed passage and flight of aircraft in, through, over, and across the airspace over said Parcel by County, its successors, assignees and their licensees and permittees, and by the public.
- 2. The rights herein granted shall include the right to overfly the Parcel and to allow, make and emit noise, light, vibrations, fumes, exhaust, smoke, air currents, dust, fuel particles and communications signals, including any inherent radio, television and other electromagnetic interferences, and all other effects as may be inherent to the operation of aircraft using said airspace or landing at, taking off from, or operating on the Airport, subject to the following limitation. The rights granted herein shall be applicable to aircraft of

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

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

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- 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.
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Avig	ation and Noise Easement
Grantor:	James W. Taylor
	Page /

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.

Forest Market State of the Stat	
For Grantons:	For the County of El Dorado
By:	By:
James W. TAYLOR	Print: RUSTY DUPRAT, Chairman
<i></i>	
By: Print:	ATTEST: CINDY KECK, Clean of the Board of Supervisors
	By
	DEPUTY
ATTEST:	
STATE OF CALIFORNIA )	
)ss. County of El Dorado )	
on the basis of satisfactory evidence to be the persinstrument and acknowledged to me that he/she/	, personally known to me or proved to me son(s) whose name(s) is/are subscribed to the within they executed the same in his/her/their authorized the instrument the person(s) or the entity upon behalf of
WITNESS my hand and official seal.	
L. BELL COMM. # 1570904 NOTARY PUBLIC • CALIFORNIA O EL DORADO COUNTY O MY COMMISSION EXPIRES  APRIL 19, 2009	Notary Public in and for said State

Recording Requested By

North American Title Company

Order No. 54806-70001989 Escrow No. 54806-70001989-LLL

AND WHEN RECORDED MAIL TO:

Name

Mr. James W. Taylor

Street

3800 Cothrin Ranch Road

Address

City&State: Shingle Springs, CA 95682

Exhibit A

El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2002-0033388-00

Acct 4-INTER COUNTY TITLE CO

Tuesday, MAY 07, 2002 13:00:36

Ttl Pd \$392.00 Nbr-0000265997

DJS/C2/1-1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

# INDIVIDUAL GRANT DEED

A.P.N. 083 111 01100

The undersigned grantor (s) declare (s):	
	nsfer tax is \$ NONE
(X) computed on full value of property conveyed, or	
( ) computed on full value less value of liens and encumbrances	s remaining at time of sale.
(X) Unincorporated area: () City of, ar	
FOR A VALUABLE CONSIDERATION, receipt of which is herel	by acknowledged,
	하는 눈살 후에는 이번에 스타를 하고 나를 바라다
Russell D. Colombo and Sandra Colombo, husband and wife as Co	mmunity Property and Norman M. Fowler, a married
man, as his sole and separate property	그 그리고 있는 그 말을 하는 하는 사람들은 사람들은 사람들은 사람들이 되었다.
hereby GRANT(s) to James W. Taylor, a married man, as his sole	
nereby Grantis, to James W. Taylor, a married man, as his sine	and separate property
the following described real property in the Unincorporated Area, (	County of El Dorado, State of California:
Lot 223, as shown on the Official Map of "Cameron Park North Un	it No. 7" filed in the office of the County Becomes of said
County, on September 19, 1967, in Map Book D, Page 92.	it No. 7, filed in the office of the County Recorder of said
County, on September 19, 1907, in Map Book D, 1 age 92.	
Dated May 2, 2002	이미리는 살이 보고 있는데 되었다면 하다는 이번 없었다.
STATE OF CALIFORNIA,  )SS.	
COUNTY OF Placer	
	Russell D. Colombo
Gii May 3, 2002 before me,	Russell W. Colonido
the undersigned	Vicucia Telinto
, personally appeared	Sandra Colombo
*Russell D. Colombo and Sandra Colombo	Sandra Colombo  A Vienn M Forder
and Norman M. Fowler*	m M
	Allemm III torell
personally known to me (or proved to me on the basis of satisfactory	Norman M. Fowler
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	LORRAINE LEW
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	COMM. # 1225736
upon behalf of which the person(s) acted, executed the instrument.	NOTARY PUBLIC-CALIFORNIA
	PLACER COUNTY STANDARD COMM. EXP. JULY 5, 2003
WITNESS my hand and official seal.	person and the second
Signature MUMMULLIO	
(.	(This area for official notarial seal)
Lorraine Lew	
MAIL TAX SAME AS ABOVE STATEMENTS TO:	그 가면 경에 가는 사는 사람이 있다. 연락을 되었다.
NAME ADDRESS	CITY, STATE, ZIP
TO DICOS	• • • • • • • • • • • • • • • • • • •

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

# CERTIFICATE

# **OF ACCEPTANCE**

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated February 2, 2007, from James W. Taylor, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 19, 2009, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 19th day of May 2009

	COUNTY OF EL DORADO		
	Ву	Chairman Board of Supervisors	_
ATTEST:			
SUZANNE ALLEN DE SANCHEZ Clerk of the Board of Supervisors			
By:	_		

Fidelity National Title Company Escrow No.: 04-311983-DM

Locate No.: CAFNT0909-0948-0003-0000311983

Title No.: 04-310293

When Recorded Mail Document and Tax Statement To:

LeFever Mattson, Inc. P. O. Box 5490 Vacaville, Ca. 95696

El Dorado, County Recorder

William Schultz Co Recorder Office

DOC- 2004-0027848-00

Acct 2-FIDELITY NATL TITLE CO Tuesday, APR 13, 2004 14:30:00

Ttl Pd \$2.844.50

Nbr-0000567389

LJP/C1/1-2

APN: 116-311-011, 116-311-021, 116-311-031

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED** 

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ 2,832.50

City Transfer Tax is \$

PCOS FILFD

X ] computed on full value of property conveyed, or

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

Unincorporated Area City of Cameron Park:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Arthur C. Carmichael, Jr. and Jean Carmichael, Husband and Wife

hereby GRANT(S) to For Grantees see Exhibit "A" attached hereto and by reference made a part hereof.

Unincorporated Area

the following described real property in the City of Cameron Park, County of El Dorado, State of California: Lots 290, 291, 292 of Cameron Park Unit No. 12, filed in the Office of the County Recorder, County of El Dorado, State of California on December 19, 1973 in Book F of Maps at Page 31.

DATED: April 7, 2004

STATE OF CALIFORNIA

COUNTY OF

before me. personally appeared

personally/known\_to\_me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)

is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that 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

Carmichael,

Jan Carmichael

CHERRY MAJORS Commission # 1306079 Notary Public - California Santa Clara County My Comm. Expires May 27, 2005

MAIL TAX STATEMENTS AS DIRECTED ABOVE

## Exhibit "A"

LeFever Mattson, a California Corporation as to an undivided 9.709% interest

James S. Mattson and Rachel L. Mattson, husband and wife as Joint Tenants, as to an undivided 9.709% interest

Joseph A. Storm and Kimberly A. Storm, Co-trustees of the Storm 1999 Family Trust dated July 28, 1999, as to an undivided 5.825% interest

Peter S. Strickland, a single man and Januth K. Hayashi, a single woman as joint tenants as to an undivided 13.592%

Ray M. Davis, Jr. and Kim R. Davis, husband and wife as <u>Joint Tenants</u> as to an undivided 5.825% interest

Cecilia a. Kelly, an unmarried woman, as to an undivided 9.709% interest.

John A. Girardi and Marsi A. Girardi, Co-trustees of the Girardi Revocable Living Trust dated (none shown); as to an undivided 6.796% interest

Donald F. Specht and Suzanne D. Specht, Co-trustees of the Specht Living Trust dated June 20, 1990, as to an undivided 9.709% interest

Virginia P. Aikin, Sole Trustee of the Trust of Virginia P. Aikin, dated August 28, 2003; as to an undivided 4.854% interest

Frances C. O'Brien, Sole Trustee of the Trust of Frances C. O'Brien dated November 4, 2002; as to an undivided 5.825% interest

Michael K. Autry and Gloria M. Lopez, Co-trustees of the Autry Lopez Family Revocable Trust dated July 11, 2000; as to an undivided 8.738% interest

Robby A. Dalton and Dana D. Dalton, Co-trustees of the 2002 Robby A. Dalton and Dana D. Dalton Revocable Trust dated February 8, 2002, as to an undivided 9.709% interest, ALL AS TENANTS IN COMMON

#### EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME:

Board of Supervisors 330 Fair Lane Court Placerville, CA 95667

MAILING ADDRESS: CITY, STATE, ZIP:

SPACE ABOVE RESERVED FOR RECORDERS USE

## AVIGATION AND NOISE EASEMENT

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 Le Fover Matteson, 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 <a href="Cameron Park">Cameron Park</a> Airport Comprehensive Land Use Plan; and,
WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number 116-311-01 (Building Permit # 179236 ) 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 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.

Avigation and Noise Easement Grantor: <u>Le Fe Ver Matts on</u>, <u>Inc.</u> Page 4

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

For Grantor(s):	For the County of El Dorado
By: R. C.	Ву:
Print: Kenne H W Mattson	Print:
Ву:	
Print:	
ATTEST:	
STATE OF CALIFORNIA ) Solano )ss. County of <del>El Dorad</del> o )	
on Large personally appeared which the person the basis of satisfactory evidence to be the person instrument and acknowledged to me that Weshe/th capacity(ies), and that by his/her/their signature(s) on the which the person(s) acted, executed the instrument.	n(s) whose name(s) is/are subscribed to the within ey executed the same in his/her/their authorized
WITNESS my hand and official seal.	· ·
T. GAY  Commission # 1740000  Notary Public - California  Solano County  My/Comm. Expires May 14, 2011	Notary Public in and for said State

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 4, 2007, from LeFever Mattson, Inc., to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 19, 2009, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 19th day of May 2009

COUNTY OF EL DORADO

	COUNTY OF EL DORAL	DO
	Ву	
		Chairman
		Board of Supervisors
ATTEST:		
SUZANNE ALLEN DE SANCHEZ		
Clerk of the Board of Supervisors		
By:		
Deputy Clerk		

#### 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**

Th	is Easement	•	greement i								day ion of t	
State of Cal	ifornia, herein	after "Cou	inty," and	James S	Mat	tem an	17a	chel	LMat	Somhe	reinafte	r
	pursuant to th											
				RECITA	ALS							
W.	HEREAS, pui	rsuant to th	ne requirem	ents of Se	ction 6	5302.3 o	f the Go	overn	ment C	ode of th	ne State	o!
California,	the County of	f El Dorac	do, on May	12, 1987	, amen	ded Cha	pter 17	7.38 c	f the E	l Dorad	o Cour	ıty

WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number

116-311-01 (Building Permit # 179236 ) and more particularly described and identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,

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, the Parcel lies within airport safety zone \_\_\_\_\_ 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):  James 5. Mattern by Rachel & Mattern  By: as his attorney-in-glast	For the County of El Dorado
By: as his attorney-in-fact	Ву:
Print: James 5 Mattan	Print:
By: Fachel & Mattoon	
Print: Rachel L Mattson	
ATTEST:  Colorado  STATE OF CALIFORNIA ME )  Ayapanoe )ss.  County of E <del>l Dorad</del> o ) <sup>Kat</sup>	
On <u>December 3, 2007</u> , before me, personally appeared <u>Rachel L. MeHson</u> on the basis of satisfactory evidence to be the person instrument and acknowledged to me that he/she/the capacity(ies), and that by his/her/their signature(s) on the which the person(s) acted, executed the instrument.	( <del>s)</del> whose name(s) is/are subscribed to the within ry executed the same in his/her/their authorized
WITNESS my hand and official seal.	
Gall A. Edwards Notary Public	Laid a Edward

State of Colorado

My Commission Expires May 16, 2011

Notary Public in and for said State

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 3, 2007, from James S. Mattson and Rachel L. Mattson, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 19, 2009, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 19th day of May 2009

**COUNTY OF EL DORADO** 

	Ву		
		 Chairman Board of Supervisor	rs
ATTEST:			
SUZANNE ALLEN DE SANCHEZ Clerk of the Board of Supervisors			
By:	<u> </u>		

#### 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 for, 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 Airport Comprehensive Land Use Plan; and,
WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number  116-311-01 (Building Permit # 179236 ) 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 Three 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

Avigation and Noise Easement

Grantor: Storm

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.

Avigation and Noise Easement

Grantor:

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."

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

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

- 8. Nothing in this easement shall be construed to preclude Grantor, or Grantor's heirs, successors or assigns, from bringing a cause of action against any pilot, fixed base operator, manufacturer, maintenance entity or any person (other than the County of El Dorado and its officers, board and commission members) for an act or omission which constitutes a violation of any rule, regulation or practice of the Federal Aviation Agency (and/or any successor agency), the Division of Aeronautics of the California Department of Transportation (and/or any successor agency) or the Foothill Airport Land Use Commission (and/or any successor agency) or any other act, omission or breach of duty of ordinary care otherwise cognizable under the laws of the State of California.
- Grantor agrees to defend at its own cost, hold harmless and indemnify County from any liability arising out of Grantor's failure to comply with the terms of this easement.
- This easement and the warranties made a part hereof shall continue in effect until the Airport shall be permanently abandoned and shall cease to be used for public airport purposes.

11. County may assign all or any portion of thereafter formed for the purpose of operating the Airp responsibility for such operation; provided, however, that respect to any such public entity assignee. In addition, the 7(b) and 8 shall remain in effect and binding as between officers, employees and board and commission members	both Sections 7(a) and 7(b) shall be applicable with the terms and limitations contained in Sections 7(a), a Grantor, its heirs and successors, and County, its
For Grantor(s):	For the County of El Dorado
By: What He	By:
Print: STORM	Print:
By: Gray a Stor	
Print: 1) in Delly 17. XISI	
ATTEST:	
STATE OF CALIFORNIA )  (O) The (O) to (O) ss.  County of E <del>I Dorado</del> )	
On <u>Dec.</u> , 0 5 2007, before me, <u>Moreovery and Storm &amp; on the basis of satisfactory evidence to be the person instrument and acknowledged to me that he/she/they capacity(ies), and that by his/her/their signature(s) on the which the person(s) acted, executed the instrument.</u>	Toseph personally known to me or proved to me s) whose name(s) is/are subscribed to the within executed the same in his/her/their authorized
WITNESS my hand and official seal.	

MANJULA B. TALWAR

Commission # 1713073
Notary Public - California
Contra Costa County
MyComm. Expires Dec 29, 2010

Notary Public in and for said State

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 5, 2007, from the Storm 1999 Family Trust, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 19, 2009, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 19th day of May 2009

COUNTY OF EL DORADO

	Ву		airman ard of Supervisors	
ATTEST:				
SUZANNE ALLEN DE SANCHEZ Clerk of the Board of Supervisors				
By:	<u>.</u>			

#### 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 Peters, Strickland & Januth K. Hayashi, hereinafter
"Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.
RECITALS
WHEREAS, pursuant to the requirements of Section 65302.3 of the Government Code of the State of California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El Dorado County Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Airport Land
Commission had adopted the Cameron Park Airport Comprehensive Land Use Plan; and,

WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number

116-311-01 (Building Permit # 179236 ) 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 \_\_\_\_\_ 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.

Avigation and Noise Easement
Grantor: Ictors. Strickland and
Junth K. Hayashi Page 4

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

For Grantor(s):	For the County of El Dorado
Ву:	By:
Print: Peter S. Strickland	Print:
By: Junth Ker Hugush,	

ATTEST:

STATE OF CALIFORNIA

Contra Costa p-N.P.)ss.

On <u>December 8, 2007</u>, before me, <u>Amy H-Parnes</u>, Notary Public, personally appeared <u>Peter S. Strickland and Januth K. 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.</u>

WITNESS my hand and official seal.

AMY H. PARNES
Commission # 1520133
Notary Public - California
Contra Costa County
My Comm. Expires Oct 17, 2008

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

# CERTIFICATE

# **OF ACCEPTANCE**

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated December 8, 2007, from Peter S. Strickland and Januth K. Hayashi, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 19, 2009, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 19th day of May 2009

COUNT	Y OF	EL D	JKAD	O

		01 22 2 014.	
	By		
	— <b>J</b>		Chairman
			Board of Supervisors
ATTEST:			
SUZANNE ALLEN DE SANCHEZ			
Clerk of the Board of Supervisors			
Ву:			
Deputy Clerk			

## 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		Agreement is made			
State of Califor "Grantor," purs	nia, hereinafter "Co	, by and between the ounty," and <u>Fay a</u> ity of Chapter 17:38 o	and Kim 7	Davis	, hereinafter
		RECIT	ALS		
California, the Ordinance Cod	County of El Dorde and, on June	the requirements of Se ado, on May 12, 198 <sup>2</sup> 4, 1986, consistent v Cameron Park	7, amended Chap vith Section 17.	oter 17.38 of the El 38.030, the Foothi	Dorado County Il Airport Land
116-3	311-01 (l	he owner in fee of that Building Permit # ereto and made a part	179236	) and more particular	
WHEI	REAS, the Parcel 1 of the	ies within airport safet			-
Land OSC I lan	or me	Cameron Park	P	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

- 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.

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.

- 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.

Avigation and Noise Easement
Grantor: Nay and Nim Davis
Page 4

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

For Grantor(s):	For the County of El Dorado
By: Kay M Llaux)	By:
Print: RAY M DAVIS J	Print:
By: King B Daus	
Print: Kim R. Davis	
ATTEST:	
STATE OF CALIFORNIA )  Cousa )ss.  County of El Dorado )	
On Dec 3, 2007, before me, HAM personally appeared Kim R Davis AND Ray M. Davis on the basis of satisfactory evidence to be the person (instrument and acknowledged to me that he/she/they capacity(ies), and that by his/her/their signature(s) on the which the person(s) acted, executed the instrument.	s) whose name(s) is/are subscribed to the within executed the same in his/her/their authorized
WITNESS my hand and official seal.	

HANNES D. MACE COMM. #1700368

COLUSA COUNTY My Comm. Expires Nov. 20, 2010

# CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated December 3, 2007, from Ray Davis, Jr. and Kim R. Davis, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 19, 2009, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 19th day of May 2009

COUNTY OF EL DORADO

	COUNTY OF EL DORA	ЬО
	Ву	Chairman Board of Supervisors
ATTEST:		
SUZANNE ALLEN DE SANCHEZ Clerk of the Board of Supervisors		
By:	*****	

#### RECORDING REQUESTED BY:

#### EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME:

Board of Supervisors

MAILING ADDRESS:

330 Fair Lane Court

CITY, STATE, ZIP:

Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

#### **AVIGATION AND NOISE EASEMENT**

		and Agreeme						
State of Califor	nia hereina	, 200, by and fter "County," a	nd Ceci	A.	0 - K	-cels		hereinafter
"Grantor," purs	suant to the	authority of Ch	apter 17.38 o	f the El	Dorado C	ounty Or	dinance C	ode.
			RECIT.	ALS				
California, the Ordinance Cod	County of de and, on	euant to the requi El Dorado, on I June 4, 1986, the Ca	May 12, 1987 consistent w	, amend vith Sect	ed Chapte tion 17.38	er 17.38 o 3.030, the	of the El D e Foothill	Oorado County Airport Land
WHEI	REAS, Gra	ntor is the owner	in fee of that	parcel of	fland iden	tified by .	Assessor's	Parcel Number
116-3	311-01	(Building	Permit#	179236	6 ) a	ind more	particularly	described and
		ached hereto and						
WHEI	REAS, the	Parcel lies within	n airport safet	y zone	Three	as shov	vn on the C	Comprehensive
Land Use Plan	of the	Ca	meron Park	_	Ai	rport (hei	einafter "A	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

- 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.

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.

- 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.

Av Grantor:	vigation and Noise کند کانه	Easement			
-		P	age 4		

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

For Grantor(s):	For the County of El Dorado
By: Pecclin a. Keely	Ву:
By: Caclia a - Keely  Print: Caciasa A - Keely	Print:
By:	
Print:	
ATTEST:	
STATE OF CALIFORNIA )  Alance (County of El Dorado <sup>2</sup> )  STATE OF CALIFORNIA )  State (County of El Dorado <sup>2</sup> )	
on <u>Relimity</u> , before me, on the basis of satisfactory evidence to be the person instrument and acknowledged to me that he/she/th capacity(ies), and that by his/her/their signature(s) on the which the person(s) acted, executed the instrument.	<del>rey</del> executed the same in <del>his/</del> her/their authorized
WITNESS my hand and official seal.	
QIANA M. RILEY Commission # 1622693 Notary Public - California Alameda County My Comm Expires Dec 16 2009	Notary Public in and for said State

Alameda County My Comm. Expires Dec 16, 2009

# CERTIFICATE

# **OF ACCEPTANCE**

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated December 1, 2007, from Cecilia A. Kelly, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 19, 2009, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 19th day of May 2009

	COUNTY OF EL DORADO			
	Ву	Ci :		
		Chairman		
		Board of Supervisors		
ATTEST:				
SUZANNE ALLEN DE SANCHEZ				
Clerk of the Board of Supervisors				
1				
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**

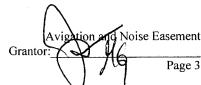
This Easement and Agreement is made and entered into on the day of, 200, by and between the County of El Dorado, a political subdivision of the State of California, hereinafter "County," and, hereinafter "Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.
RECITALS
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 <a href="Cameron Park">Cameron Park</a> Airport Comprehensive Land Use Plan; and,
WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number  116-311-01 (Building Permit # 179236 ) 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 as shown on the Comprehensive Land Use Plan of the Airport (hereinafter "Airport");

#### AGREEMENT AND GRANT OF EASEMENT

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

Grantor: Page 2

- 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.



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.

- 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.

Avigation and Noise Easement
Grantor:

Page 4

hereafter formed for the purpose of operating the Airr responsibility for such operation; provided, however, that respect to any such public entity assignee. In addition, the 7(b) and 8 shall remain in effect and binding as between officers, employees and board and commission member	t both Sections 7(a) and 7(b) shall be applicable with the terms and limitations contained in Sections 7(a), in Grantor, its heirs and successors, and County, its
For Grantor(s):  By:  Print:  Ohn Gyrava:	For the County of El Dorado  By:  Print:
Print: ATTEST:	
STATE OF CALIFORNIA  Contra Costa  Ss.  County of El Dorado  December 3, 2007  On November D-N.P., before me, Ampersonally appeared John Girardi 2 Marsii on the basis of satisfactory evidence to be the personal instrument and acknowledged to me that he/she they capacity (ies), and that by his/her their signature on the which the person acted, executed the instrument.  WITNESS my hand and official seal.	(rardi, personally known to me or proved to me of whose name (s) is are subscribed to the within executed the same in his/her (heir authorized)
AMY H. PARNES Commission # 1520133 Notary Public - California Contra Costa County My Comm. Expires Oct 17, 2008	Notary Public in and for said State

County may assign all or any portion of the rights herein to any special district heretofore or

11.

# CERTIFICATE

**OF ACCEPTANCE** 

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated December 3, 2007, from John Girardi and Marsi Girardi, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 19, 2009, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 19th day of May 2009

COUNTY OF EL DORADO

	COUNTY OF LE BORRIBO			
	Ву	Chairman		
		Board of Supervisors		
ATTEST:				
SUZANNE ALLEN DE SANCHEZ 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 be	etw	een the	Count	y of El D	orado,	, a po	olitical	subdivis	ion of	the
State of Calif	ornia, herein	after "	County," and	D	onald	ES	seekt	ands	ר ציבא	nue D	Soughe	reinaft	er
"Grantor," p	ursuant to the	e auth	ority of Chap	ter	17.38 o	f the E	l Dorado	Coun	ty O	rdinan	ce Code.		
				I	RECITA	ALS							

# 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 <a href="Cameron Park">Cameron Park</a> Airport Comprehensive Land Use Plan; and,

WHEREAS,	Grantor	is the owner in fee of tha	at parcel of land	identified by Assessor's Parcel Number
116-311-01		(Building Permit#	179236	) and more particularly described and
identified in Exhibit A	attache	d hereto and made a pa	art hereof (here	inafter "Parcel"); and,

WHEREAS, the Par	cel lies within airport safety zone	Three	as shown on the Comprehensive
Land Use Plan of the	Cameron Park	Ai	rport (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:
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- 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.
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- 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.

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:

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- 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.

- 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: Donald F. Specht, frustee Spatt living trust	By:
Print: Donald F. Specht, trustee	Print:
By Sugare D. Specht, Truste	
Print: Suzanne D. Specht, Trustee	
ATTEST:	
STATE OF CALIFORNIA )  Santa Clara )ss.  County of El Dorado )	
On Dec. 3, 2007, before me, Lind personally appeared Donald F. Specht and Suzanne on the basis of satisfactory evidence to be the person(sinstrument and acknowledged to me that he/she/they capacity(ies), and that by his/her/their signature(s) on the in which the person(s) acted, executed the instrument.	executed the same in his/her/their authorized

WITNESS my hand and official seal.

LINDA M. DURAN
Commission # 1724941
Notary Public - California
Santa Clara County
My Comm. Expires Mar 9, 2011

Anda Duran Notar y
Rublic

Rublic

# CERTIFICATE

**OF ACCEPTANCE** 

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated December 3, 2007, from Donald F. Specht and Suzanne Specht, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 19, 2009, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 19th day of May 2009

COUNTY OF FL. DOR ADO

	COUNTY OF EL DORADO		
	By	Chairman	
		Board of Supervisors	
ATTEST:			
SUZANNE ALLEN DE SANCHEZ Clerk of the Board of Supervisors			
By:			
Deputy Clerk			

#### RECORDING REQUESTED BY:

#### EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME:

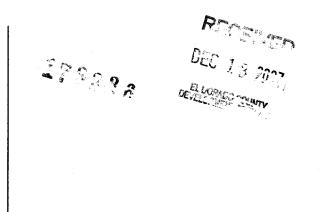
Board of Supervisors

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, 200, by and between the County of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and, The county of El Doraglo, a political sub State of California, hereinafter "County," and	
State of California, hereinafter "County," and 1 Milliam K (Writer)	, hereinafter
"Grantor," pursuant to the authority of Chapter 17.3 of the El Dorado County Ordinance C	Code.
RECITALS	
RECEITED	
WHEREAS, pursuant to the requirements of Section 65302.3 of the Government Cod California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El I Ordinance Code and on June 4, 1986, consistent with Section 17.38 030, the Footbill	Dorado County
Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Commission had adopted the Cameron Park Airport Comprehensive Land	
WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's	
identified in Exhibit A attached hereto and made a part hereof (hereinafter "Parcel"); and,	ly described and
WHEREAS, the Parcel lies within airport safety zone Three as shown on the C	Comprehensive
Land Use Plan of the Cameron Park Airport (hereinafter ".	'Airport");
ACDEEMENT AND OD ANT OF FACINGINE	

#### AGREEMENT AND GRANT OF EASEMENT

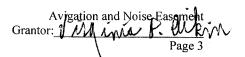
- **NOW, THEREFORE,** Grantor, on behalf of itself, its successors and assigns, for and in consideration of the determination by County that Grantor is in compliance with Section 17.38.062 of the El Dorado County Ordinance Code, does hereby grant to the County, its successors and assigns, for the benefit 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

Avigation and Noise Easement

Grantor:

Page 2

- 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.



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.

- 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.

Avigation and Noise Easternent
Grantor: VIVI WAY
Page 4

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

For Grantor(s):	For the County of El Dorado
By: Virginia P. Gikin	By:
By: Virginia P. aikin  Print: Vagini & P. Aikin	Print:
Ву:	
Print:	
ATTEST:	
STATE OF CALIFORNIA )  Crange )ss.  County of <del>El Dorad</del> o )	
personally appeared VIRGINIA PAIKI on the basis of satisfactory evidence to be the person instrument and acknowledged to me that he/she/the capacity(ies), and that by his/her/their signature(s) on the which the person(s) acted, executed the instrument.	n(s) whose name(s) is/are subscribed to the within ey executed the same in his/her/their authorized
WITNESS my hand and official seal.	

K. BAUGHMAN
Commission # 1466794
Notary Public - California
Orange County
My Comm. Expires Jan 30, 2008

# CERTIFICATE

**OF ACCEPTANCE** 

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated December 3, 2007, from Virginia P. Aikin, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 19, 2009, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 19th day of May 2009

COUNTY OF EL DORADO

	Ву	
	<del></del>	Chairman
		Board of Supervisors
ATTEST:		
SUZANNE ALLEN DE SANCHEZ Clerk of the Board of Supervisors		
By:		
Deputy Clerk	<del></del>	

#### RECORDING REQUESTED BY:

#### EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME:

**Board of Supervisors** 

MAILING ADDRESS:

330 Fair Lane Court

CITY, STATE, ZIP: Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

## **AVIGATION AND NOISE EASEMENT**

			into on the Porado, a political subdiv	
State of California, hereinafter "				
"Grantor," pursuant to the auth				
	RECITA	ALS	·	
	-		f the Government Code of	
California, the County of El Do	•			-
Ordinance Code and, on June	The state of the s		•	-
Commission had adopted the	Cameron Park	Airport (	Comprehensive Land Us	e Plan; and
WHEREAS, Grantor is	s the owner in fee of that p	parcel of land id	entified by Assessor's Par	rcel Number
116-311-01	(Building Permit#	179236	) and more particularly de	escribed and
identified in Exhibit A attached	hereto and made a part	hereof (hereina	fter "Parcel"); and,	
WHEREAS, the Parce	I lies within airport safet	v zone Three	as shown on the Con	nnrehensive
Land Use Plan of the	Cameron Park		Airport (hereinafter "Air	•

#### 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

- 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.

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.

- 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.

Avigation and Noise Easement
Grantor: FRANCES C. O'BREN
Page 4

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

For Grantor(s):	For the County of El Dorado
Print: FRANCES C. O'BRIEN	By:
Print: FRANCES C. O'BRIEN	Print:
By:	
Print:	
ATTEST:	
STATE OF CALIFORNIA )  Cance )ss.  County of El Dorado )	2
On Doc 3, ZCO, before me, personally appeared FRANCES SRI on the basis of satisfactory evidence to be the person(instrument and acknowledged to me that he/she/they capacity(ies), and that by his/her/their signature(s) on the which the person(s) acted, executed the instrument.	s) whose name(s) is/are subscribed to the within executed the same in his/her/their authorized
WITNESS my hand and official seal.	

K. BAUGHMAN
Commission # 1466794
Notary Public - California
Orange County
My Comm. Expires Jan 30, 2008

09-0537.A.64

## <u>CERTIFICATE</u>

# **OF ACCEPTANCE**

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated December 3, 2007, from Frances C. O'Brien, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 19, 2009, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 19th day of May 2009

COUNTY OF FL. DOR ADO

	COUNTY OF EL DORAL	<b>,</b>
	Ву	
		Chairman
		Board of Supervisors
ATTEST:		
SUZANNE ALLEN DE SANCHEZ		
Clerk of the Board of Supervisors		
By:		
Deputy Clerk	<del></del>	

#### 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										day	
		_, 200	, by and b	etween the	Count	y of Ęl [	orado.	, a po	litical si	ubdivisi	ion of	the
State of Califo	ornia, hereina	after "Co	unty," and	Michael	K. A.	stry & (	donic	<u>4.</u>	Lopez	<u> </u>	einaft	er
"Grantor," pu	rsuant to the	e authori	ity of Chap	oter 17.38 o	of the E	El Dorado	Coun	ty Or	dinance	Code.		
				RECIT	ALS							
WHI	E <b>REAS</b> , pur	suant to	the require	ments of Se	ection 6	5302.3 o	f the G	overr	ment Co	ode of th	ie Stat	e of

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

WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number

116-311-01 (Building Permit # 179236 ) 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 \_\_\_\_\_ 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:
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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:

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- 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.
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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:	By:
Print: Michael & Autry	Print:
By: Qlain U	
Print: Glora M hopele	
ATTEST:	
STATE OF CALIFORNIA )  No(o )ss.  County of <del>El Dorado</del> )	
on December 4, 2007, before me, personally appeared Achael V. Achael Globon the basis of satisfactory evidence to be the person (instrument and acknowledged to me that be/she/their capacity(ies), and that by his/her/their signature(s) on the which the person(s) acted, executed the instrument.	(s) whose name(s) \( \frac{1}{2} \) s/are subscribed to the within y executed the same in \( \frac{1}{2} \) s/\( \frac{1}{2} \) er/their authorized
WITNESS my hand and official seal.	

JESSICA KILKENNY Commission # 1556049 Notary Public - California

Notary Fublic in and for said State

# CERTIFICATE

# **OF ACCEPTANCE**

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated December 4, 2007, from Michael K. Autry and Gloria M. Lopez, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 19, 2009, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 19th day of May 2009

COUNTY OF EL DORADO

	Ву		V-0-18-19
		Chair Board	man l of Supervisors
ATTEST:			
SUZANNE ALLEN DE SANCHEZ Clerk of the Board of Supervisors			
By:			

#### RECORDING REQUESTED BY:

# EL DORADO COUNTY PLANNING SERVICES

WHEN RECORDED, RETURN TO:

NAME:

Board of Supervisors

MAILING ADDRESS:

330 Fair Lane Court

CITY, STATE, ZIP:

Placerville, CA 95667

SPACE ABOVE RESERVED FOR RECORDERS USE

## AVIGATION AND NOISE EASEMENT

ATTION THE INCIDENT AND
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 the 2002 Robby A. Do Hon and, hereinafter
"Grantor," pursuant to the authority of Chapter 17.38 of the El Dorado County Ordinance Code.  Dans D. Dalton revocable tru
RECITALS
WHEREAS, pursuant to the requirements of Section 65302.3 of the Government Code of the State of
California, the County of El Dorado, on May 12, 1987, amended Chapter 17.38 of the El Dorado County
Ordinance Code and, on June 4, 1986, consistent with Section 17.38.030, the Foothill Airport Land
Commission had adopted the Cameron Park Airport Comprehensive Land Use Plan; and,
WHEREAS, Grantor is the owner in fee of that parcel of land identified by Assessor's Parcel Number  116-311-01 (Building Permit # 179236 ) 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 Three 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:
- The easement granted herein shall be for the free and unobstructed passage and flight of aircraft in, through, over, and across the airspace over said Parcel by County, its successors, assignees and their licensees and permittees, and by the public.
- The rights herein granted shall include the right to overfly the Parcel and to allow, make and emit noise, light, vibrations, fumes, exhaust, smoke, air currents, dust, fuel particles and communications signals, including any inherent radio, television and other electromagnetic interferences, and all other effects as may be inherent to the operation of aircraft using said airspace or landing at, taking off from, or operating on the Airport, subject to the following limitation. The rights granted herein shall be applicable to aircraft of

- 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.

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.

- 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.

Avigation and Noise F Grantor: The 2002 Ko	Easement A. Dall	n and
Dana D. Dalton	Page 4	tout

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: Rolly a. Dath Truster	By:
Print: Robby A. Dalton, Trostee	Print:
By: Nara W. Natton, Truster	
Print: Daha). Dalton, Truster	
ATTEST:	
STATE OF CALIFORNIA )  Mendocino )ss.  County of El Dorado )	
personally appeared Robby A. Dr. Lton and 2 on the basis of satisfactory evidence to be the person (instrument and acknowledged to me that he/she/they capacity(ies), and that by his/her/their signature(s) on the which the person(s) acted, executed the instrument.	knq DJh (personally known to me or proved to me s) whose name(s) is/are subscribed to the within executed the same in his/her/their authorized
WITNESS my hand and official seal.	
L. RANDALL COMM. #1683261 OTAL MENDOCINO COUNTY COMM #2000 COUNTY OTAL MENDOCINO COUNTY	Randull  Notary Public in and for said State
GOMM. EXPIRES AUG. 20, 2010	L.Randall

# CERTIFICATE

# **OF ACCEPTANCE**

THIS IS TO CERTIFY that the interest in real property conveyed by the Avigation and Noise Easement dated December 3, 2007, from the 2002 Robby A. Dalton and Dana D. Dalton Revocable Trust, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on May 19, 2009, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED this 19th day of May 2009

COLINTY OF EL DORADO

	COUNTY OF EL DORADO	
	By	
	-	Chairman
		Board of Supervisors
ATTEST:		
SUZANNE ALLEN DE SANCHEZ Clerk of the Board of Supervisors		
By:	_	