

TO: James L. App, City Manager
FROM: Ron Whisenand, Community Development Director
SUBJECT: Acceptance of Grant of Avigation Easement (Dry Creek Partners, LLC)
DATE: November 18, 2008

Needs: That the City Council authorize the acceptance of a Grant of Avigation Easement provided by Dry Creek Partners, LLC for property within Parcel Map PR 07-0294 located south and west of the intersection of Dry Creek Road and Airport Road.

Facts:

1. On April 22, 2008 the Planning Commission approved Parcel Map PR 07-0294; a three lot parcel map located adjacent to Tract 2772 south and west of Dry Creek and Airport Roads.
2. PR 07-0294 was conditioned upon offering an avigation easement in accordance with the County Airport Land Use Plan.
3. As the City is the owner and operator of the airport, avigation easements must be written in favor of the City and accepted by the City Council.
4. The City has received a Grant of Avigation Easement from Dry Creek Partners, LLC, owner of Parcel Map PR 07-0294.

**Analysis
and**

Conclusion: In order for their proposed development to be consistent with the Airport Land Use Plan, the City Planning Commission conditioned the approval of Parcel Map PR 07-0294 to provide an avigation easement. The purpose of the easement is to inform all future owners of their property of airspace restrictions and the potential of noise associated with the proximity of the Airport and to provide clearance for the continued operation of the Airport.

**Policy
Reference:** Airport Master Plan.

**Fiscal
Impact:** None.

Options: Upon receipt of the Grant of Avigation Easement and proper guarantee of title:

- a. That the City Council adopt Resolution No. 08-xxx accepting the Grant of Avigation Easement from Dry Creek Partners, LLC for the land within Parcel Map PR 07-0294 located south and west of the intersection of Dry Creek and Airport Roads.
- b. Amend, modify or reject the above option.

Attachments: (3)
1. Vicinity Map
2. Grant of Avigation Easement
3. Resolution

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE OWNERS OF (AND ALL RECORDHOLDERS OF SECURITY INTEREST IN), AND ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION AND PROJECT SHOWN ON THIS MAP, AND THAT EACH OF US DOES HEREBY CONSENT TO THE FILING AND/OR RECORDATION OF THIS MAP.

WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE ALL STREETS AND THE SEWER AND WATER EASEMENTS SO DESIGNATED ON THIS MAP AND ALL USES INCIDENT THERETO.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS, AND ASSIGNS CERTAIN PRIVATE LANDSCAPING EASEMENT FOR THE USE AND BENEFIT OF THE PRESENT OR FUTURE OWNERS OF THE LOTS AFFECTED BY SUCH EASEMENTS AS DELINEATED ON SAID MAP.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS, AND ASSIGNS FOR THE USE AND BENEFIT OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION, EASEMENTS FOR PUBLIC UTILITY PURPOSES DELINEATED ON SAID MAP AS "PUBLIC UTILITY EASEMENT" OR "P.U.E."

BY: HOGUE BROTHERS, INC., A CALIFORNIA CORPORATION

BY: _____
PRINTED NAME AND TITLE

BY: AIRPORT ROAD BUSINESS PARK, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: _____
PRINTED NAME AND TITLE

BY: DRY CREEK PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
PRINTED NAME AND TITLE

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } s.s.

ON _____, 2008, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THE THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

NOTARY SIGNATURE _____ NAME PRINTED _____
COUNTY OF _____, CA. NOTARY EXPIRES _____ NOTARY COMMISSION NUMBER _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } s.s.

ON _____, 2008, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THE THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

NOTARY SIGNATURE _____ NAME PRINTED _____
COUNTY OF _____, CA. NOTARY EXPIRES _____ NOTARY COMMISSION NUMBER _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } s.s.

ON _____, 2008, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THE THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

NOTARY SIGNATURE _____ NAME PRINTED _____
COUNTY OF _____, CA. NOTARY EXPIRES _____ NOTARY COMMISSION NUMBER _____

CITY CLERK'S STATEMENT

I, DENNIS FANSLER, CITY CLERK OF THE CITY OF EL PASO DE ROBLES, CALIFORNIA, HEREBY STATE THAT THE CITY COUNCIL OF SAID CITY DID ON THE _____ DAY OF _____, 2008, APPROVE THE MAP OF PARCEL MAP PR 07-0298 SHOWN HEREON AND ACCEPTED ON BEHALF OF THE PUBLIC THE RIGHT-OF-WAYS FOR ROAD PURPOSES AND THE SEWER & WATER EASEMENTS TO THE TERMS OF OFFER OF DEDICATION BY THE PARTIES HAVING A RECORD TITLE INTEREST IN SAID LAND WITH THE FILING OF THIS MAP.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2008

DENNIS FANSLER, CITY CLERK

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JOHN MCCARTHY IN MAY OF 2008. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN ONE YEAR OF THE APPROVAL OF THIS MAP AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JOHN R. SANDERS L.S. 5812 DATE _____
EXP. 6/30/08



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP ENTITLED PARCEL MAP PR 07-0298, THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE: _____
JOHN R. FALKENSTEN
CITY ENGINEER
CITY OF PASO ROBLES
R.C.E. C33760 (EXP. 6/30/08)

PLANNING COMMISSION STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND THAT I AM SATISFIED THAT THE MAP CONFORMS WITH THE ACTION TAKEN BY THE CITY OF EL PASO DE ROBLES FOR PARCEL MAP PR 07-0298 ON APRIL 22, 2008.

RONALD WHISENAND, COMMUNITY DEVELOPMENT DIRECTOR DATE _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2008, AT _____ M., IN BOOK _____ OF PARCEL MAPS AT PAGE _____, AT THE REQUEST OF JOHN R. SANDERS.

DOCUMENT NO. _____
FEE: _____

JULIE L. ROEWALD _____
COUNTY RECORDER DEPUTY RECORDER

PARCEL MAP PR 07-0294

IN THE CITY OF EL PASO DE ROBLES, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA BEING A SUBDIVISION OF A PORTION OF REMAINDER LOT OF TRACT 2772-1, RECORDED IN BOOK _____ OF MAPS, AT PAGES _____ IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY



TRUSTEE'S STATEMENT

UNITED GENERAL TITLE COMPANY, A CALIFORNIA CORPORATION, TRUSTEE UNDER A DEED OF TRUST RECORDED JULY 17, 2007 AS INSTRUMENT NO. 2007-048084 OF OFFICIAL RECORDS.

BY: _____
 BY: _____ PRINTED NAME _____ TITLE _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
 COUNTY OF _____ } S.S.

ON _____, 2008, BEFORE ME _____, WHO A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTRY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THE THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

NOTARY SIGNATURE _____ NAME PRINTED _____
 COUNTY OF _____, CA. NOTARY EXPIRES _____ NOTARY COMMISSION NUMBER _____

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436, SUBSECTION (a-3-A-1) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS HAVE BEEN OMITTED, AS THEIR INTEREST CANNOT RIPEN IN A FEE TITLE & SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

PACIFIC TELEPHONE & TELEGRAPH WHICH IS AUTHORIZED TO SERVE IN THE COUNTY OF SAN LUIS OBISPO AS EASEMENT HOLDERS PER THE DOCUMENTS RECORDED AUGUST 9, 1982 IN 1196/OR/110, AND APRIL 7, 1967 IN 1430/OR/742.

TRUSTEE'S STATEMENT

PACIFIC COAST NATIONAL BANK, TRUSTEE UNDER A DEED OF TRUST RECORDED APRIL 29, 2008 AS INSTRUMENT NO. 2008-022117 OF OFFICIAL RECORDS.

BY: _____
 BY: _____ PRINTED NAME _____ TITLE _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
 COUNTY OF _____ } S.S.

ON _____, 2008, BEFORE ME _____, WHO A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTRY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

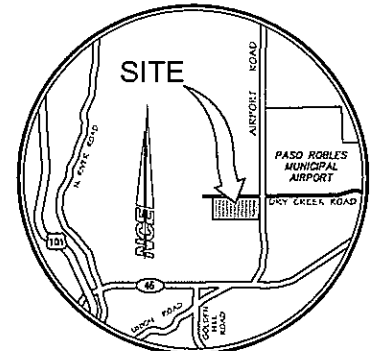
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THE THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

NOTARY SIGNATURE _____ NAME PRINTED _____
 COUNTY OF _____, CA. NOTARY EXPIRES _____ NOTARY COMMISSION NUMBER _____

UNPLOTTABLE EASEMENTS

THERE ARE CERTAIN UNPLOTTABLE EASEMENTS AFFECTING THIS PROPERTY:

PT&T EASEMENT PER 1430/OR/742



VICINITY MAP
 NO SCALE

PARCEL MAP PR 07-0294

IN THE CITY OF EL PASO DE ROBLES, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA BEING A SUBDIVISION OF A PORTION OF REMAINDER LOT OF TRACT 2772-1, RECORDED IN BOOK _____ OF MAPS, AT PAGES _____ IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS ON THE SOUTH LINE OF LOT 17 OF TRACT 2772-1, BETWEEN TWO FOUND MONUMENTS HAVING A BEARING OF N 88°31'24" W PER R.

LEGEND

- FOUND 5/8" REBAR WITH PLASTIC CAP "LS 5812" OR NAIL & TAG "LS 5812" PER R UNLESS OTHERWISE NOTED
- ▲ FOUND STANDARD CITY WELL MONUMENT WITH BRASS CAP PER R UNLESS OTHERWISE NOTED
- △ SET STANDARD CITY WELL MONUMENT WITH BRASS CAP STAMPED "LS 5812"
- SET 5/8" REBAR WITH PLASTIC CAP "LS 5812"
- INTX INTERSECTION
- M MEASURED
- T.P.E. TREE PLANTING EASEMENT

PARCEL 2
PR 05-0381
68/PM/73-75

PARCEL 1
PR 05-0381
68/PM/73-75

REMAINDER
29.11 AC GROSS
27.96 AC NET



| CURVE TABLE | | | |
|-------------|---------|------------|--------|
| CURVE | RADIUS | DELTA | LENGTH |
| C1 | 470.00' | 02°43'07" | 22.30' |
| C2 | 470.00' | 07°54'11" | 64.83' |
| C3 | 20.00' | 82°05'49" | 28.66' |
| C4 | 20.00' | 111°04'58" | 38.78' |

| LINE TABLE | | |
|------------|---------------|--------|
| LINE | BEARING | LENGTH |
| L1 | N 01°31'40" E | 59.91' |
| L2 | N 01°31'40" E | 59.91' |
| L3 | N 01°31'40" E | 59.91' |

335/OR/363

FOUND 5/8" REBAR
"RCE 29743" PER
52/PM/78

N 88°29'22" W 821.49' M & R

FOUND 6x8 CONCRETE
MONUMENT SCRIBED "1/4" S"
WITH SPIKE PER R

N 88°31'24" W 1562.72' M & R
BASIS OF BEARINGS

REFERENCES

R XX/MB/XX-XX

JOB NUMBER: 06157
NORTH COAST ENGINEERING INC. copyright © 2008

PARCEL MAP PR 07-0294

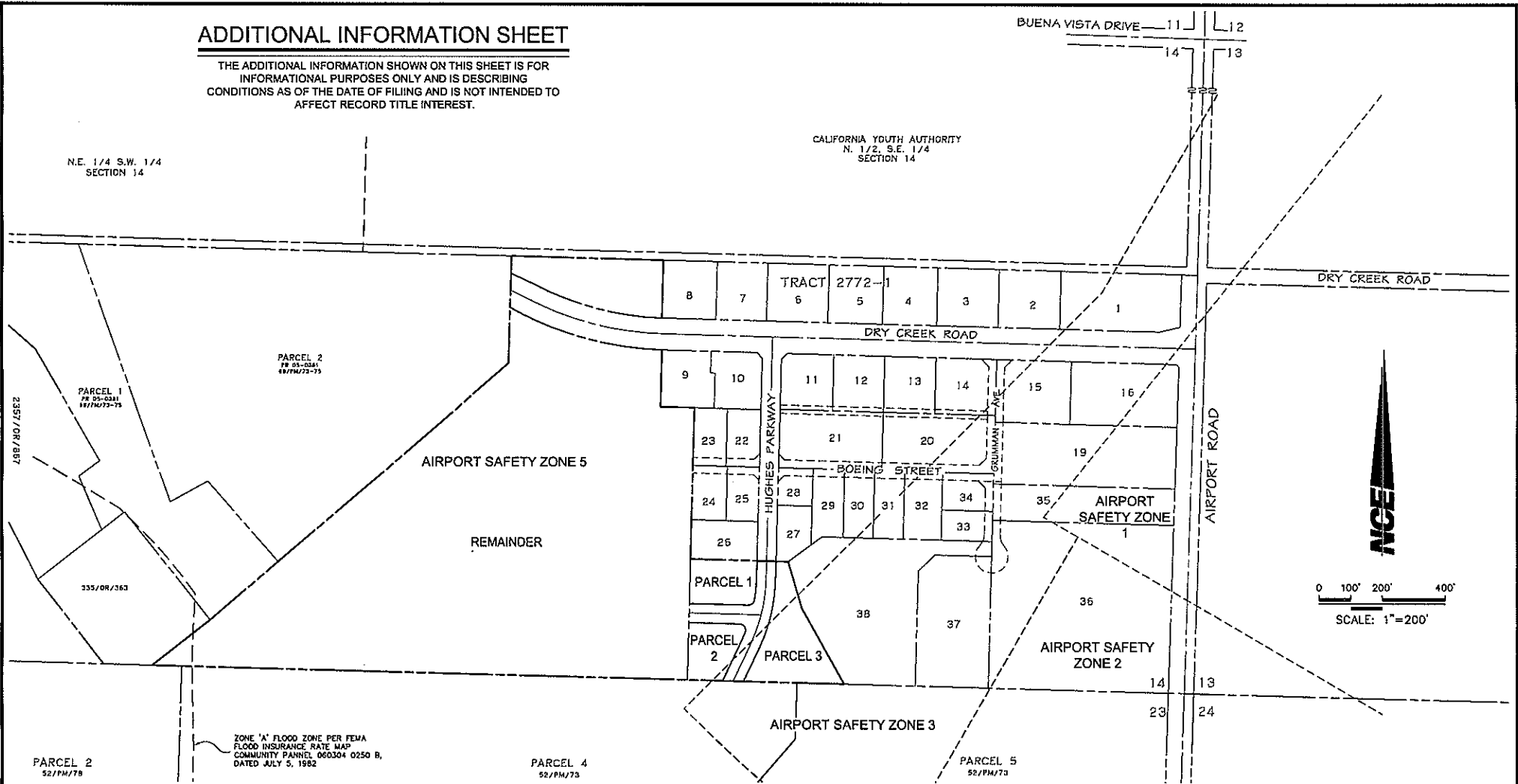
IN THE CITY OF EL PASO DE ROBLES, COUNTY OF
SAN LUIS OBISPO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF REMAINDER LOT OF TRACT
2772-1, RECORDED IN BOOK ___ OF MAPS, AT PAGES ___ IN
THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY



SHEET 3 OF 4

ADDITIONAL INFORMATION SHEET

THE ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES ONLY AND IS DESCRIBING CONDITIONS AS OF THE DATE OF FILING AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST.



PARCEL MAP PR 07-0294

IN THE CITY OF EL PASO DE ROBLES, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA BEING A SUBDIVISION OF A PORTION OF REMAINDER LOT OF TRACT 2772-1, RECORDED IN BOOK ___ OF MAPS, AT PAGES ___ IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY



RESOLUTION NO. 08 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
ACCEPTING A GRANT OF AVIGATION EASEMENT
(DRY CREEK PARTNERS, LLC)

WHEREAS, the City has received a Grant of Avigation Easement from Dry Creek Partners, LLC for Parcel Map PR 07-0294 located south and west of the intersection of Dry Creek and Airport Roads.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council accept the Grant of Avigation Easement provided by Dry Creek Partners, LLC, for the property within Parcel Map PR 07-0294 located south and west of the intersection of Dry Creek and Airport Roads and authorize its execution and recordation.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 18th day of November, 2008 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Deborah D. Robinson, Deputy City Clerk

Recording Requested by and When
Recorded Return to:

City of Paso Robles
Community Development
1000 Spring Street
Paso Robles, CA 93446

Attn.: City Engineer

FOR RECORDER USE ONLY

GRANT OF AVIGATION EASEMENT

No Fee Document
(Public Entity Grantee,
Govt. Code Section 27383)

For a valuable consideration, receipt of which is hereby acknowledged, Dry Creek Partners, LLC (owner), hereinafter referred to as "Grantor(s)", HEREBY GRANT(S) TO the City of Paso Robles, a municipal corporation of the State of California, hereinafter referred to as "City", for the use and benefit of the public, a perpetual and assignable easement and right-of-way, and certain rights appurtenant to said easement as hereinafter set forth, in, on and over the following described real property situated in the County of San Luis Obispo, State of California in which Grantor(s) hold(s) a fee simple estate, lying above, in whole or in part, the horizontal limits of the civil airport imaginary surfaces described in Federal Aviation Regulations, Part 77.25 (14 CFR 77.25), as applicable to the *Paso Robles Municipal Airport*, situated in the City of Paso Robles, County of San Luis Obispo, State of California, hereinafter referred to as "Airport", which parcel of real property is described as follows:

Lots 1 through 3 , of Parcel Map PR 07-0294 in the City of Paso Robles, State of California, according to map recorded _____ [date], in Book ____ [#], Page ____ [#], of MAPS, in the office of the County Recorder of the County of San Luis Obispo, State of California.

That portion of said real property lying below the Imaginary Surfaces described above and incorporated herein as though set forth in full.

IT IS AGREED by Grantor(s) that he/they shall not hereafter erect, enlarge or grow, or permit the erection, enlargement or growth of, or permit or suffer to remain, any building, structure, or other object, or any tree, bush, shrub or other vegetation, within or into the airspace above said Imaginary Surfaces overlying said real property.

IT IS FURTHER AGREED by Grantor(s) that the easement and rights hereby granted to City are for the purpose of ensuring that occupants of the real property burdened by this easement are aware that the quiet enjoyment of this real property may be interrupted by noise generated by over-flying aircraft and by aircraft operations at the Airport, and for the additional purpose of ensuring that said Imaginary Surfaces shall remain free and clear of any building, structure or other object, and of any tree, bush, shrub or other vegetation, which is or would constitute an obstruction or hazard to the flight of aircraft landing at and/or taking off from said Airport. These rights shall include, but not be limited to the following:

1. The continuing and perpetual right of City, at Grantor(s)' sole cost and expense, to cut off, trim, and/or prune those portions of any tree, bush, shrub and/or other vegetation extending, projecting or infringing into or upon the airspace above said Imaginary Surfaces.
2. The continuing and perpetual right of City, at Grantor(s)' sole cost and expense, to remove, raze or destroy those portions of any building, structure or other object, infringing, extending or projecting into or upon said Imaginary Surfaces.

3. The right of City, at Grantor(s)' sole cost and expense, to mark and light, as obstructions to air navigation, any building, structure or other object, any tree bush, shrub or other vegetation, that may at any time infringe, project or extend into or upon said Imaginary Surfaces.
4. The right of City for ingress to, egress from, and passage on or over said real property of Grantor(s) for above purposes. City shall exercise said right of ingress and egress only after City gives Grantor(s) twenty-four (24) hours notice of City's intent to enter Grantor(s) property. City shall not be precluded from exercising its right of ingress and egress by the failure of Grantor(s) to receive notice if City has made a reasonable effort to notify Grantor(s). If, in the opinion of the Airport Manager, an obstruction or hazard exists within or upon said Imaginary Surfaces overlying said real property, which creates an immediate danger to the flight of aircraft landing and/or taking off from the Airport such that immediate action is necessary, City may exercise its right of ingress and egress for the above purposes without notice to Grantor(s).
5. The right of flight for the unobstructed passages of aircraft, for the use and benefit of the public, in the airspace above said Imaginary Surfaces, together with the right to cause in or about said airspace such noise, lights, electromagnetic emissions, vibrations, fumes, dust, fuel particles, and all other effects as may be inherent in the navigation or flight of aircraft now or hereafter used or known, using said airspace for landing at, taking off from, or operating from, to, at, on, or over said Airport.

Note: Noise from over flying aircraft and from aircraft operations on the airport may be considered to persons residing and/or working on this real property.

6. The continuing and perpetual right of the City to allow aircraft flight and ground operations at the Municipal Airport at all times.

IT IS FURTHER AGREED by Grantor(s) that he/they fully realize that any negative effects of aircraft operations at the Municipal Airport, as they pertain to this real property, are not expected to diminish from the level at the time of granting this easement.

The easement granted herein and all rights appertaining thereto are granted unto the City, its successors and assigns, until said Airport shall be abandoned and ceased to be used for airport purposes.

If any item, covenant, condition or provision of this easement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

IT IS UNDERSTOOD AND AGREED by Grantor(s) that this easement and the covenants and restrictions contained herein shall run with the land described above and shall be binding upon the heirs, successors and assigns of Grantor(s). For purposes of this instrument, the above-described property shall be the servient tenement and the Airport shall be the dominant tenement.

Dated: 10/15/08

GRANTOR (S): Dry Creek Partners, LLC,
a California Limited Liability Company

TRUST DEED BENEFICIARIES
and/or MORTGAGEES

x 
Print Name: Doug Mondo,
Managing Partner

x _____
For:

[Signatures must be notarized]

ACKNOWLEDGMENT

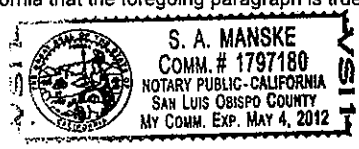
State of California
County of San Luis Obispo } ss.
On October 15, 2008, before me, SA Manske
(here insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Handwritten Signature]



(Seal)

ACKNOWLEDGMENT

State of _____
County of _____ } ss.
On _____, before me, _____
(here insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

State of _____
County of _____ } ss.
On _____, before me, _____
(here insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____

(Seal)

ACCEPTANCE OF AVIGATION EASEMENT

This is to certify that the interest in real property conveyed by the deed or grant deed from Dry Creek Partners, LLC to the City of Paso Robles, a political corporation and/or government agency is hereby accepted by Resolution No. _____, adopted by the City Council on _____, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Frank R. Mecham, Mayor

ATTEST: _____
Deborah D. Robinson, Deputy City Clerk

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____

(Seal)