

When recorded return to:
County of San Mateo
County Manager's office
Real Property Division
455 County Center, 5th Floor
Redwood City, CA 94063

**COUNTY OF SAN MATEO
AVIGATION EASEMENT**

This easement is made this 27th day of June, by and between The City of San Carlos a municipal corporation, hereinafter referred to as "GRANTOR" and the County of San Mateo, a political subdivision of the State of California, hereinafter referred to as "COUNTY" or "GRANTEE."

RECITALS

A. COUNTY is the owner of certain real property, commonly known as the San Carlos Airport, situated in the County of San Mateo, State of California and generally described as Assessor Parcel Numbers 046-081-730; 600; 680 and 700; 046-082-010; 095-030-210 and 230; 095-222-070; 130 and 140. The County of San Mateo operates the San Carlos Airport as a Category B-II, small aircraft, General Aviation Airport, as defined in Federal Aviation Administration Advisory Circular 150/5300-13 *Airport Design* and Federal Aviation Regulations, Part 77. For purposes of this easement, the San Carlos Airport property is the dominant tenement.

B. GRANTOR is the owner in fee of certain real property situated in the County of San Mateo, State of California, as more particularly described in Exhibit A attached hereto, and incorporated herein by reference (the "Grantor Property"). For purposes of this easement, the Grantor Property is the servient tenement.

C. GRANTOR has proposed a two story office/light industrial building (30,000 sq. ft.) at 800 Brittan, San Carlos, California, near San Carlos Airport consistent with the applicable airport/land use compatibility provisions for San Carlos Airport as contained in the San Carlos Airport Comprehensive Airport Land Use Plan (CLUP) dated December 1996.

D. GRANTOR and GRANTEE wish to establish the terms and conditions of the required avigation easement so that the aircraft which use San Carlos Airport will have the right to use the airspace over and above GRANTOR'S property.

NOW, THEREFORE, in consideration of the land use approval given GRANTOR with respect to the Grantor Property, and in fulfillment of a condition of such approval, the parties hereto agree as follows:

1. GRANT OF EASEMENT.

**COUNTY OF SAN MATEO
NAVIGATION EASEMENT**

Grantor GRANTS to COUNTY, its successors and assigns a perpetual easement over the Grantor Property, as described in Exhibit A hereto, on the terms and conditions stated herein. The easement is an easement appurtenant to the San Carlos Airport, and an easement in gross as to the general flying public using San Carlos Airport.

2. PURPOSE OF EASEMENT.

The purposes of this easement are (1) to allow for the free and unobstructed passage and flight of operationally compatible aircraft using San Carlos Airport, in through, over and across the airspace of the Grantor Property and (2) to provide notice to GRANTOR and any future owners of the GRANTOR property that the PROPERTY is located in the vicinity of San Carlos Airport and may be subject to impacts of aircraft operations at such airport.

3. RIGHTS GRANTED BY EASEMENT.

Subject to limitations in Paragraph 5, below, this easement grants to the COUNTY and members of the public who use San Carlos Airport, the right to fly aircraft in the airspace above the Grantor Property, together with the following rights:

- a) The right to cause such noise, vibration, fumes, exhaust, dust and fuel particles which result from the legal and proper operation of such aircraft.
- b) The right to cause radio, television, and other electromagnetic interference associated with the legal and proper operation of such aircraft.
- c) The right to cause such other effects which are inherent in the legal and proper operation of such aircraft.

4. GRANTOR'S OBLIGATIONS

GRANTOR shall not construct, nor permit the construction of, nor permit the growth of, any structure, tree or other natural or man made object that a) penetrates the designated transitional, horizontal or approach surface, as shown in Exhibit B, attached hereto and incorporated herein by this reference (hereafter "Prohibited Zone") such as to constitute an obstruction or hazard to air navigation as defined in 14 CFR Part 77, "Objects Affecting Navigable Airspace", or b) obstructs or interferes with the use of the flight easement and right of way granted herein, or c) creates electrical interference with radio communication between any installation located at San Carlos Airport and any aircraft, or d) impairs visibility to an extent that it interferes with the safe operation of aircraft at San Carlos Airport, as determined by the FAA.

5. COUNTY'S OBLIGATION UNDER GRANT OF EASEMENT

COUNTY shall exercise its best efforts to control and prohibit such aircraft operations at

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San Carlos Airport which:

a) are in violation of Federal noise abatement regulations and operational and noise abatement flight procedures set forth in Volume 14 of the Code of Federal Regulations and Federal Aviation Administration (FAA) orders applicable to aircraft operations at San Carlos Airport or

b) cause noise impacts in violation of Title 21, Subchapter 6 of the California Code of Regulations; or

c) are in violation of the noise impact provisions contained in the San Mateo County Comprehensive Airport Land Use Plan for San Carlos Airport.

A violation or violations of the noise criteria set forth in this paragraph shall not operate to invalidate this easement or any provision of this easement or relieve GRANTOR from complying with the provisions of this easement.

6. WAIVER AND RELEASE OF CLAIMS.

GRANTOR hereby waives, releases, and discharges, for itself and on behalf of GRANTOR'S heirs, assigns and successors in interest to all or any part of the Grantor Property, any and all claims or causes of action it may have now or in the future against COUNTY arising out of any of the activities authorized under this easement to include, but not limited to, activities which cause noise, vibrations, fumes, exhaust, dust, fuel particles, radio and television interference, and other effects which may be caused by the legal and proper operation of aircraft landing at or taking off from, or operating at San Carlos Airport.

7. ACKNOWLEDGEMENT OF EFFECTS OF AIRCRAFT OPERATION.

The Grantor Property is located within the boundary of the Aviation Easement Review Area (AERA) for San Carlos Airport, as shown in the San Mateo County Comprehensive Airport Land Use Plan for San Carlos Airport. GRANTOR acknowledges and understands that, because the GRANTOR'S private property is in close proximity to San Carlos Airport, operation of the airport and aircraft utilizing the airport may affect such property.

8. LIMITATIONS ON NOISE.

This grant of easement shall not extend to permit an aircraft noise level over the Grantor Property which exceeds 65dB CNEL.

9. RESERVATION OF RIGHTS AGAINST UNLAWFUL OPERATION.

a) This grant of easement shall not operate to deprive the GRANTOR, and GRANTOR'S successors or assigns, of any rights that it may have against any individual or private operator of aircraft for negligent or unlawful operation of aircraft as such operation may effect the Grantor

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Property.

b) This grant of easement does not waive any claim GRANTOR or GRANTOR'S successors or assigns, or by any person lawfully on the Grantor Property, for damages for personal injury or damage to personal or real property sustained as a result of an aircraft crash or from objects falling from aircraft flying over the Grantor Property.

10. INTERPRETATION AND ENFORCEMENT.

a) COUNTY shall have the sole right and authority to enforce this easement on behalf of itself and members of the public using San Carlos Airport.

b) COUNTY may bring any action in court necessary to enforce the terms of this easement including, but not limited to, injunction to terminate a breaching activity, or an action to enforce the terms and provisions hereof by specific performance. The enforcement proceedings specified in this paragraph are not exclusive. Any forbearance on the part of the COUNTY to enforce the terms and conditions hereof shall not be deemed a waiver of COUNTY'S right regarding any subsequent breach.

11. COVENANT RUNS WITH THE LAND.

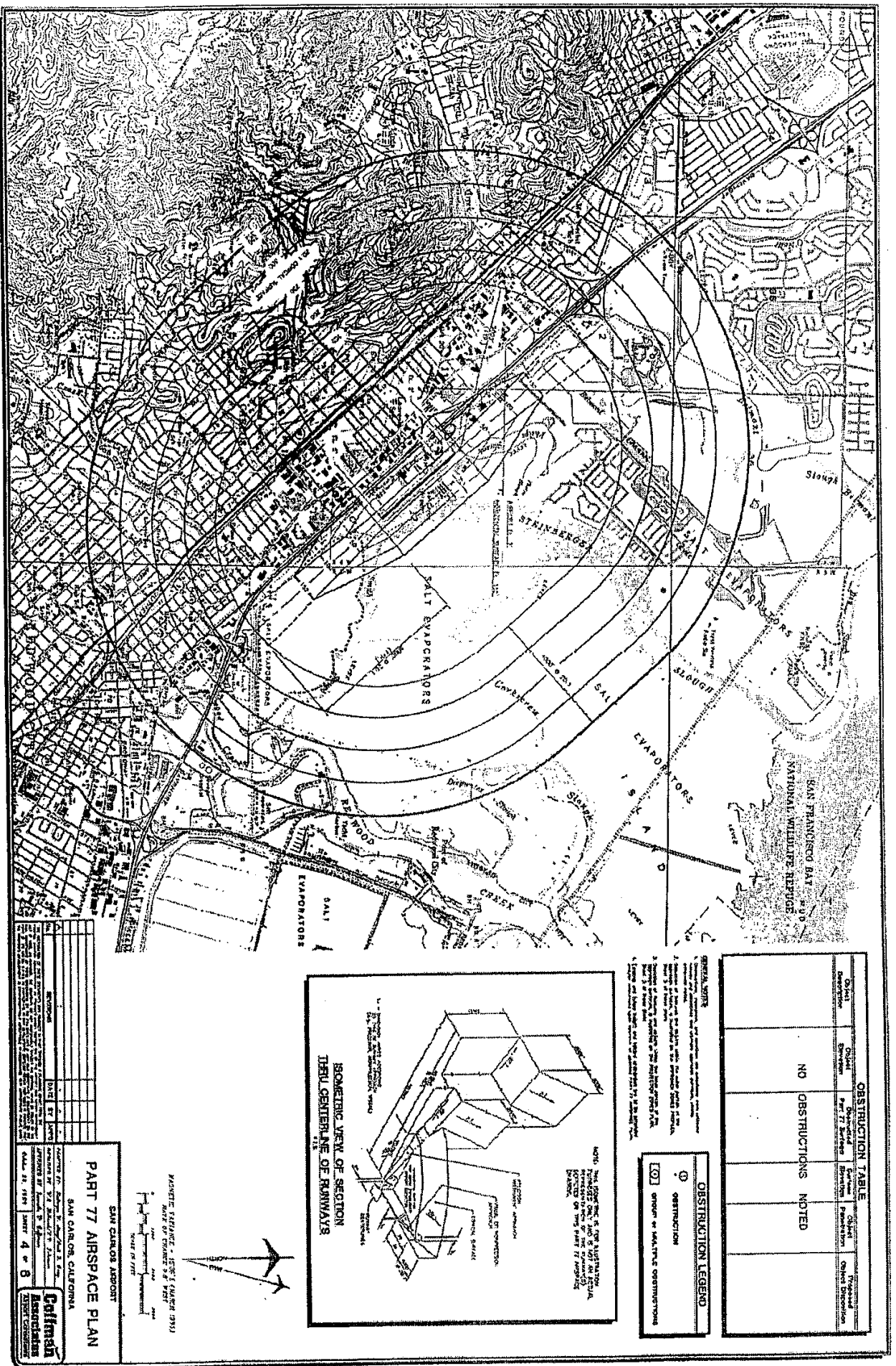
The covenants and agreements described herein shall run with the land and are binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and GRANTEE. This easement benefits and burdens the Grantor Property and the San Carlos Airport property.

12. APPLICABLE LAW.

Provisions of this easement shall be interpreted, applied and enforced in accordance with the provisions of State and Federal Laws recited herein as they exist as of the effective date of this easement, except to the extent such provisions are preempted by any future amendment or amendments to such State or Federal laws, in which case the amended provisions of State and Federal law shall apply.

13. TERMINATION.

This grant of easement, and the covenants and agreements contained therein, shall continue in effect until San Carlos Airport shall be permanently abandoned and shall cease to be used for public airport purposes.

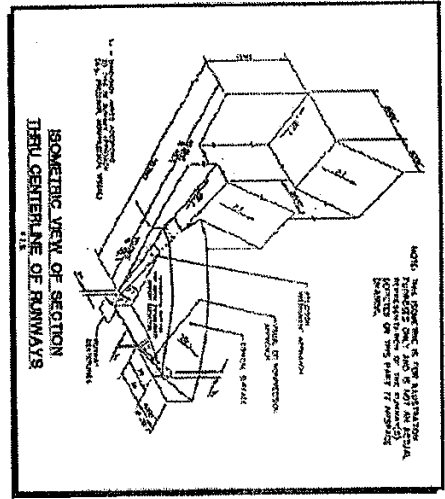


Obstruction Description	Obstruction Elevation	Obstruction MSL	Obstruction MUF	Obstruction MUF	Obstruction MUF
NO OBSTRUCTIONS NOTED					

OBSTRUCTION LEGEND

- OBSTRUCTION
- ☐ OBSTRUCTION NOTED

GENERAL NOTES:
1. This chart is a plan view of the obstruction clearance surfaces.
2. The chart is based on the obstruction clearance surfaces as shown on the charts of the Federal Aviation Administration.
3. The chart is based on the obstruction clearance surfaces as shown on the charts of the Federal Aviation Administration.
4. The chart is based on the obstruction clearance surfaces as shown on the charts of the Federal Aviation Administration.



SAN CARLOS AIRPORT
PART 77 AIRSPACE PLAN
SAN CARLOS, CALIFORNIA

MAINTENANCE - 1087 (MARCH 1978)
MAY 1978
NOV 1978
MAY 1979
NOV 1979

COLUMBIA ASSOCIATES
INCORPORATED
SAN CARLOS, CALIFORNIA
DATE: 11/28/88
SHEET 4 OF 8

Exhibit B

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____

} SS.

On _____, before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

- personally known to me
- 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.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

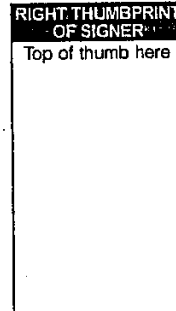
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



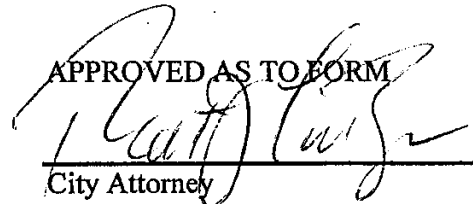
**COUNTY OF SAN MATEO
NAVIGATION EASEMENT**

GRANTOR: CITY OF SAN CARLOS

Dated: _____

by: _____

Dated: 6-30-05

APPROVED AS TO FORM


City Attorney

COUNTY OF SAN MATEO

Dated: _____

by: _____

President
San Mateo County Board of Supervisors

ATTEST: _____

Clerk of the Board of Supervisors

PARCEL 1

All that real property situate in the City of San Carlos, County of San Mateo, State of California being a portion of Parcel D, as said parcel is described in that certain deed entitled, 'CALIFORNIA PACIFIC TITLE & TRUST COMPANY, A CORPORATION TO CHARLES BRANSTEN AND K. A. WINTER", filed on June 24, 1931 in Book 517 of Official Records at Pages 352-353, in the Office of the Recorder of San Mateo County, State of California, being more particularly described as follows:

BEGINNING at the most Northerly corner of said Parcel D, said point being on the Southwesterly line of Bayshore Freeway; thence leaving said Southwesterly line South 38° 40' 33" East, a distance of 63.40 feet to the beginning of a tangent curve to the right; thence along said curve having a radius of 156.90 feet, through a central angle of 87° 03' 12", an arc length of 238.39 feet; thence South 41° 06' 59" West, a distance of 48.32 feet to a point on the Southeasterly line of said Parcel D; thence leaving said line North 40° 57' 03" West, a distance of 217.92 feet to the Northwesterly line of said Parcel D; thence along said line North 48° 16' 55" East, a distance of 205.32 feet to the Point of Beginning.

A.P. No.: 046-151-010 (ptn)

PARCEL 2

Parcels 2 and 3, as shown on that certain map entitled "PARCEL MAP OF LANDS DESCRIBED IN THE DEED TO PIOMBO CORPORATION, RECORDED JANUARY 9, 1968 IN VOLUME 5416 OF OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGES 34 TO 37, PIOMBO CORPORATION LANDS, SAN CARLOS, SAN MATEO COUNTY, CALIFORNIA", filed in the office of the County Recorder of San Mateo County, State of California, on July 25, 1968 in Book 5 of Parcel Maps at page(s) 49.

A.P. No.: 046-140-080

EXHIBIT A