

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, Garrett A. Thiessen and Julie E. Thiessen, husband and wife as joint tenants (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) ("Imaginary Surfaces"), 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 in Exhibit A, attached

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.

Exhibit B

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: March 1, 2023

GRANTOR(S):

x


Garrett A. Thiessen

AKA Garrett Alan Thiessen

x


Julie E. Thiessen

AKA Julie Elizabeth Thiessen

[Signatures must be notarized]

EXHIBIT A**LEGAL DESCRIPTION**

Real property in the City of Paso Robles, County of San Luis Obispo, State of California, described as follows:

PARCEL A: (Certificate of Compliance - Parcel 2 of PRAL 17-0042, Doc. #2018-000752)

That portion of Parcel 2 of the Parcel Map CO 68-49 in the City of El Paso de Robles recorded November 22, 1968 in Book 3 of Parcel Maps, at Page 18, in the office of the County Recorder of the County of San Luis Obispo, State of California, more particularly described as follows:

Commencing at the southwest corner of said Parcel 1 marked by a 1.5" Iron pipe with nail & tag "RCE 14994" as shown on said Parcel Map;

Thence South 63°58'39" East along the southerly line of said Parcel 1, a distance of 462.21 feet to a 1" iron pipe with aluminum cap "DILGER LS 7571" marking the southwest corner of Parcel 2 of said Parcel Map, said corner being the Point of Beginning;

Thence North 2°06'29" East along the common line between said Parcels 1 and 2, a distance of 435.00 feet to a 1" iron pipe with aluminum cap "DILGER LS 7571";

Thence continuing North 2°06'29" East, a distance of 185.00 feet to point in the bed of Huerhuero Creek;

Thence South 71°28'21" East, a distance of 447.08 feet to a point on the easterly line of said Parcel 2 that bears North 1°45'12" East, a distance of 130.00 feet from a 1" iron pipe with aluminum cap "DILGER LS 7571";

Thence South 1°45'12" West along said easterly line, a distance of 130.00 feet to a 1" iron pipe with aluminum cap "DILGER LS 7571";

Thence continuing South 1°45'12" West along said easterly line, a distance of 590.00 feet to the southeast corner of said Parcel 2;

Thence North 57°13'04" West along the southerly line of said Parcel 2, a distance of 146.75 feet to the beginning of a curve concave to the southwest having a radius of 2030.02 feet shown as being marked by a 5/8" Rebar "LS 7318" on the Record of Survey Map recorded in Book 85 of Licensed Surveys, at Page 29, records of said County, from which a radial line bears South 32°45'24" West;

Thence northwesterly along said curve and said southerly line of Parcel 2 through a central angle of 6°44'06", a distance of 238.62 feet;

Thence North 63°58'39" West along said southerly line of Parcel 2, a distance of 104.07 feet to the Point of Beginning;

APN: 025-371-029

CALIFORNIA NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Luis Obispo)

On 3/22/2023 before me, Cara A. Leandro, Notary Public
(insert name and title of the officer)

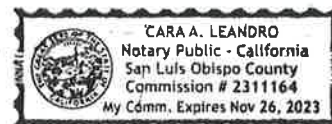
personally appeared Garrett A. Thiessen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

Cara A. Leandro



(Seal)

CALIFORNIA NOTARY ACKNOWLEDGMENT

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State of California)

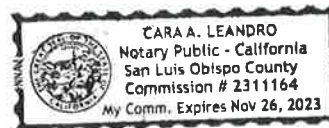
County of San Luis Obispo)

On 3/22/2023 before me, Cara A. Leandro, Notary Public
(insert name and title of the officer)

personally appeared Julie E. Thiessen
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 Cara A. Leandro

(Seal)

ACCEPTANCE OF AVIGATION EASEMENT

This is to certify that the interest in real property conveyed by the deed or grant deed from _____ 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: _____
Steve Martin, Mayor

ATTEST: _____
Melissa Boyer, City Clerk

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On _____ before me, _____
(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)