

File No. 121038

Committee Item No. 1
Board Item No. 16

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Sub-Committee Date 04/10/2013

Board of Supervisors Meeting Date April 16, 2013

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
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| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Grant of Avigation Easement</u> |
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Completed by: Victor Young Date April 5, 2013

Completed by: Victor Young Date 4/11/13

AMENDED IN COMMITTEE

4/10/13

FILE NO. 121038

RESOLUTION NO.

1 [Avigation Easements - San Mateo County - San Francisco International Airport's Noise
2 Insulation Program]

3 **Resolution approving the acquisition of thirty Avigation Easements from various**
4 **property owners in San Mateo County required for the San Francisco International**
5 **Airport's Noise Insulation Program; adopting findings that the Project is categorically**
6 **exempt from environmental review under the California Environmental Quality Act**
7 **Class 1: Existing Facilities; adopting findings that the acquisition is consistent with the**
8 **City's General Plan and Eight Priority Policies of City Planning Code Section 101.1; and**
9 **authorizing the Director of Property and Mayor to execute documents, make certain**
10 **modifications and take certain actions in furtherance of this Resolution.**

11
12 WHEREAS, The San Francisco International Airport ("SFO") is required by the State of
13 California Noise Standard for Airports (Title 21, California Administrative Code) to eliminate
14 incompatible land uses within the Noise Impact Boundary; and

15 WHEREAS, Incompatibility with an airport use may be eliminated if the properties are
16 insulated to meet an interior noise standard of 45 decibels and/or the airport proprietor has
17 obtained an Avigation Easement; and,

18 WHEREAS, The Avigation Easements will be acquired from various property owners in
19 exchange for soundproofing of properties as part of the Project; and,

20 WHEREAS, On April 3, 2012, the San Francisco Airport Commission by Resolution No.
21 12-0077, a copy of which Resolution is on file with the Clerk of the Board of Supervisors under
22 File No. 121038, and which Resolution is incorporated herein by this reference, approved the
23 Project and authorized the request for Board of Supervisors acceptance and recordation of
24 said Easements; and,

1 WHEREAS, The Director of Planning, by letter dated May 9, 2012, found that the
2 acquisition of the Avigation Easements is consistent with the City's General Plan and with the
3 Eight Priority Policies of City Planning Code Section 101.1 and has determined that the
4 proposed easement acquisition is categorically exempt from environmental review under
5 CEQA Class 1: Existing Facilities, which letter is on file with the Clerk of the Board of
6 Supervisors under File No. 121038, and which letter is incorporated herein by this reference;
7 and,

8 WHEREAS, The copies of the Grant of Avigation Easements ("Easement Agreements")
9 between the City and the various property owners are on file with the Clerk of the Board of
10 Supervisors in File No. 121038, which is incorporated herein by this reference; therefore, be
11 it

12 RESOLVED, That the Board of Supervisors adopts the findings as stated in the May 9,
13 2012, letter from the Director of Planning; and, be it

14 FURTHER RESOLVED, That in accordance with the recommendations of the San
15 Francisco Airport Commission and the Director of Property, the Board of Supervisors hereby
16 approves the Easement Agreements and the transaction contemplated thereby in
17 substantially the form of such easement agreements presented to this Board; and, be it

18 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
19 Property to enter into any additions, amendments or other modifications to the Easement
20 Agreements (including, without limitation, the attached exhibits) that the Director of Property
21 determines are in the best interest of the City, that do not materially increase the obligations
22 or liabilities of the City, and are necessary or advisable to complete the transactions
23 contemplated in the Easement Agreements and effectuate the purpose and intent of this
24 Resolution, such determination to be conclusively evidenced by the execution and delivery by
25 the Director of Property of the Easement Agreements and any amendments thereto; and, be it

1 FURTHER RESOLVED, That the Director of Property and Mayor are hereby
2 authorized and urged, in the name and on behalf of the City and County, to accept the deeds
3 to the easements from the grantors with the terms and conditions of the Easement
4 Agreements, and to take any and all steps (including, but not limited to, the execution and
5 delivery of any and all certificates, agreements, notices, escrow instructions, closing
6 documents and other instruments or documents) as the Director of Property deems necessary
7 or appropriate in order to consummate the acquisition of the easements pursuant to the
8 Easement Agreement, or to otherwise effectuate the purpose and intent of this Resolution,
9 such determination to be conclusively evidenced by the execution and delivery by the Director
10 of Property of any such documents; and, be it

11 FURTHER RESOLVED, All actions heretofore taken by the Director of Property with
12 respect to the matters addressed in this Resolution are hereby approved, confirmed and
13 ratified.

14
15
16 RECOMMENDED:

17 See File for Signature

18 _____
19 John Martin
20 Airport Director

21 See File for Signature

22 _____
23 John Updike
24 Director of Property

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

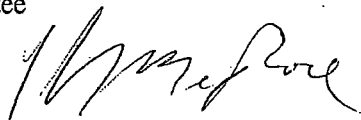
BUDGET AND LEGISLATIVE ANALYST

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
FAX (415) 252-0461

April 4, 2013

TO: Budget and Finance Sub-Committee

FROM: Budget and Legislative Analyst



SUBJECT: April 10, 2013 Budget and Finance Sub-Committee Meeting

TABLE OF CONTENTS

Item	File	Page
1	12-1038 Aviation Easements -- San Mateo County -- San Francisco International Airport's Noise Insulation Program.....	1

Item 1 File 12-1038	Department(s): San Francisco Airport (Airport) Department of Real Estate
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EXECUTIVE SUMMARY

Legislative Objective

- The proposed resolution would (1) approve the acquisition of 30 aviation easements from various property owners in San Mateo County required for the Airport's Noise Insulation Program, (2) adopt findings that the Noise Insulation Program is categorically exempt from environmental review under the California Environmental Quality Act (CEQA), (3) adopt findings that the acquisition is consistent with the City's General Plan and Eight Priority Policies of City Planning Code Section 101.1, and (4) authorize the Director of Property and the Mayor to execute documents, make certain modifications, and take certain actions in furtherance of the proposed resolution.

Key Points

- Avigation easements effectively permit aircraft to fly in airspace above private property when landing or taking off from an airport and restrict property owners from creating any obstructions to the aircrafts' functioning while within the property's airspace.
- On March 24, 2010, the Airport applied to receive up to \$1,500,000 in Federal Aviation Administration (FAA) funding to pay for up to 80 percent of the costs of soundproofing residences located near the Airport in exchange for avigation easements. The FAA approved the grant on August 24, 2010.
- In September, 2011, the Airport negotiated to acquire 30 aviation easements from various property owners in San Mateo County in exchange for soundproofing of residences located on those 30 properties. On May 9, 2012, the Director of Planning found that the proposed acquisition of the 30 aviation easements to be categorically exempt from environmental review under CEQA and to be consistent with the City's General Plan and Eight Priority Policies of City Planning Code Section 101.1. The soundproofing on the 30 pieces of property was completed in May, 2012.

Fiscal Impact

- The total cost to complete the soundproofing of the 30 properties in conjunction with the 30 avigation easement acquisitions from property owners was \$1,481,924. As noted above, the Airport paid for the costs of soundproofing residences in exchange for the avigation easements acquired from the property owners.
- The Airport provided \$324,861, or 21.9 percent, of the total \$1,481,924 cost, which was previously appropriated by the Board of Supervisors. The source of the Airport's \$324,861 in funding is the Airport's Capital Fund and is part of the Airport's FY 2011-12 Capital Plan. The source of funding for the remaining \$1,157,063, or 78.1 percent of the total project cost, is the previously noted FAA grant.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT/BACKGROUND

Mandate Statement

In accordance with Administrative Code Section 23.1, all resolutions and ordinances involving sales, leases, acceptances, and other real estate transactions must be conducted through the Director of Real Estate and are subject to approval by the Board of Supervisors.

Background

Title 21 of the California Administrative Code establishes regulations regarding control and reduction of aircraft on noise levels in areas surrounding airports within the State, including:

- Establishing the acceptable level of noise in the vicinity of an airport to be below an annual community noise equivalent level¹ (CNEL) value of 65 decibels.
- Establishing noise impact boundaries which are the locus of points around airports for which the annual CNEL is equal to 65 decibels.
- Requiring that airports monitor CNEL values within the noise impact boundaries containing residential areas on a continuous basis².
- Mandating that airports eliminate incompatible land uses within noise impact boundaries caused by annual CNELs exceeding 65 decibels by reducing the annual CNEL to 65 decibels or lower unless an airport resolves the issue through other specific actions, such as acquiring an avigation easement for the affected properties.

Avigation easements received by airports from property owners grant the right-of-flight in the airspace above and in the vicinity of a property located near an airport, including the right to:

- Create noise, vibrations, air currents, illumination, electronic interference, aircraft engine exhaust and emissions, dust, discomfort, or other environmental effects inherent in aircraft travel.
- Restrict or prohibit any constructions or installation of any building, structure, improvement, tree, or other object on the property that constitutes an obstruction to air navigation.
- Restrict the creation of electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration (FAA), airline, or airport personnel communication with any aircraft.

Therefore, avigation easements effectively permit aircraft operations above private property when landing or taking off from an airport and restrict property owners from creating any obstructions to the aircrafts' functioning while within the property's airspace

¹ The daily Community Noise Equivalent Level ("CNEL") represents the average daytime noise level in decibels during a 24-hour day, adjusted to an equivalent level to account for the lower tolerance of people to noise during evening and night time periods relative to the daytime period. The annual CNEL is the average of the daily CNEL over a 12-month period.

² The Airport updates Noise Exposure Maps reporting average CNELs on a quarterly basis.

The Airport's Noise Insulation Program

According to Mr. Gerardo Fries, Manager of Special Projects in the Business & Finance Division of the Airport, the Airport has worked with the surrounding communities and the County of San Mateo to eliminate incompatible land uses through the Airport's Noise Insulation Program since 1983. The Noise Insulation Program was established to eliminate incompatible land uses within the noise impact boundary in order to meet the State requirements described above through specific actions such as the acquisition of avigation easements and installation of noise insulation improvements on properties located near the Airport. Such improvements are designed to achieve a reduction of aircraft noise inside all of the treated properties within the noise impact boundary of at least 5 decibels, and a maximum annual CNEL of 45 decibels in the livable areas of the dwellings. Standard soundproofing conducted as part of the Noise Insulation Program includes:

- Replacement of existing windows and doors with new windows/doors that provide noise insulation.
- Installation of attic insulation to mitigate the impact of aircraft noise.
- Installation of fresh air intakes.³

Between 1985 and 2007, the Noise Insulation Program has resulted in the Airport acquiring 12,630 avigation easements from property owners located near the Airport in San Mateo County. As shown in Table 1 below, the total cost to complete the soundproofing in conjunction with the 12,630 avigation easement acquisitions was \$187,015,073, of which \$135,271,450 or 72.3 percent was funded with Airport funds. The remaining \$51,743,623, or 27.7 percent in funding, was provided by Federal Aviation Agency (FAA) grants.

Table 1: Summary of Funding Sources of Previous Phases of the Noise Improvement Program

Time Period	Total Cost of Noise Improvements	Airport Funds	FAA Funds
1985-2000	\$21,052,278	\$4,210,456	\$16,841,822
1991	10,000,000	10,000,000	0
1992 – 2000 ⁴	123,877,034	102,427,114	21,449,920
2000 - 2007	32,085,761	18,633,880	13,451,881
Total	\$187,015,073	\$135,271,450	\$51,743,623

³ A fresh air intake is an opening or inlet through which outside air is brought into an air-conditioning system or into a boiler room.

⁴ The FAA covered only 17.3 percent of the cost of soundproofing completed from 1992 to 2000 because a Memorandum of Understanding (MOU) between the Airport and municipalities located near the Airport signed in 1992 was based on a 1983 FAA-approved Noise Exposure Map, defining areas eligible for Federal reimbursement. When a new Noise Exposure Map was approved by the FAA in 1995, thousands of properties were no longer eligible for Federal funding but were still eligible for the soundproofing under the MOU.

On March 24, 2010, the Airport applied to receive up to \$1,500,000 in FAA funding to pay up to 80 percent of the costs of soundproofing homes in exchange for avigation easements. The FAA approved the \$1,500,000 grant on August 24, 2010.

Mr. Fries advises that, during previous phases of the Noise Improvement Program, some property owners chose not to participate in the program or failed to respond to invitations to participate and, as a result, no easements for those properties were acquired at the time. Subsequently, some of those properties have been sold to new homeowners who have now chosen to participate in the Noise Improvement Program. In September, 2011, the Airport negotiated to acquire 30 additional avigation easements from various property owners in San Mateo County in exchange for soundproofing residences located on those properties.

On April 3, 2012, the Airport Commission approved the acquisition of the 30 avigation easements (Airport Commission Resolution No. 12-0077).

Contract Information for Soundproofing Work Conducted

According to Mr. Fries, the Airport initiated a Request for Qualification (RFQ) process on July 22, 2008 to select a noise insulation consultant⁵. The Airport Commission awarded the agreement to C.Kell-Smith & Associates for a three-year term from December 22, 2008 through December 21, 2011, for a not to exceed amount of \$750,000. Prior to the expiration of the agreement with C. Kell-Smith & Associates, the Airport conducted a second RFQ process to select a noise insulation consultant to continue supporting the Airport with the Noise Insulation Program. The Airport Commission awarded a new agreement to C. Kell-Smith & Associates for a three-year term from December 22, 2011 to December 21, 2014, with two one-year options to extend the agreement and a not-to-exceed amount of \$750,000. A total of \$614,320 related to the acquisition of the 30 avigation easements was expended under both agreements.

In addition, the Airport initiated a competitive bidding process for the construction of the noise improvements on June 7, 2011, and awarded the construction agreement to G&G Specialty Contractors on November 15, 2011. The construction agreement specified that all work needed to be completed on or before June 6, 2012 and could not exceed \$843,905. \$837,396 was expended under the agreement.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would (1) approve the acquisition of 30 avigation easements from various residential property owners in San Mateo County required for the Airport's Noise Insulation Program, (2) adopt findings that the Noise Insulation Program is categorically exempt from environmental review under the California Environmental Quality Act (CEQA), (3) adopt

⁴ The scope of work that a noise insulation consultant is required to perform includes (1) review of County records and current noise impact boundary to identify properties that might qualify for noise insulation and/or may require aircraft noise easements, (2) coordination of noise insulation design and installation services, (3) preparation of construction specifications for noise insulation installation work, (4) providing assistance to the Airport in preparation of bidding documents for selection of noise insulation installation contractor, (5) coordination of easement acquisitions and recording, (6) handling of inquiries from property owners regarding eligibility for noise insulation work funded by the FAA and the Airport, (7) handling of inquiries regarding warranty repairs of noise insulation work, and (8) development of cost projections and budgets related to future needs of the Noise Insulation Program.

findings that the acquisition is consistent with the City's General Plan and Eight Priority Policies of City Planning Code Section 101.1, and (4) authorize the Director of Property and the Mayor to execute documents, make certain modifications, and take certain actions in furtherance of the proposed resolution.

The soundproofing of the 30 properties for which the aviation easements are to be acquired was completed in May 2012.

On May 9, 2012, the Director of Planning found the proposed acquisition of the 30 aviation easements to be categorically exempt from environmental review under CEQA and to be consistent with the City's General Plan and Eight Priority Policies of City Planning Code Section 101.1.

FISCAL IMPACT

Mr. Fries advises, as shown in Table 2 below, that the total cost to complete the soundproofing in conjunction with the 30 aviation easements acquired by the Airport from property owners was \$1,481,924. As noted above, the Airport paid for the costs of soundproofing residences from aircraft noise in exchange for the aviation easements acquired by the Airport from the property owners.

Table 2: Summary of \$1,481,924 in Estimated Costs of Acquiring 30 Aviation Easements

	Cost For All 30 Properties	Average Per Unit
Noise Improvement Consultation Services	\$614,320	\$20,477
Airport Administrative Costs	30,208	1,007
Construction Costs	837,396	27,913
Total Cost	\$1,481,924	\$49,397

As shown in Table 3 below, the Airport provided \$324,861, or 21.9 percent, of the \$1,481,924 total project cost, which was previously appropriated by the Board of Supervisors. The source of the Airport's \$324,861 in funding is the Airport's Capital Fund and the acquisition of the 30 aviation easements is part of the Airport's FY 2011-12 Capital Plan. The source of funding for the remaining \$1,157,063, or 78.1 percent of the total project cost, is the FAA grant.

Table 3: Summary of Source of Funding for \$1,481,924 in Estimated Costs of Acquiring 30 Aviation Easements

	Funding Amount	Percentage of Total
FAA Grant Funds	\$1,157,063	78.1%
Airport Capital Funds	324,861	21.9%
Total Funds	\$1,481,924	100.0%

RECOMMENDATION

Approve the proposed resolution.



RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2012 OCT 22 AM 9:33

Ak



John Updike
Acting Director of Real Estate

October 18, 2012

12/038

Through Naomi Kelly,
City Administrator

SFO
Avigation Easements
San Mateo County

Honorable Board of Supervisors
City and County of San Francisco
City Hall, Room 244
1 Carlton B. Goodlett Place
San Francisco, CA 94102

Dear Board Members:

Attached for your consideration is a Resolution authorizing the acquisition of thirty Avigation Easements from various property owners in San Mateo County. These Avigation Easements are required for the San Francisco International Airport's (SFO) Noise Insulation Program.

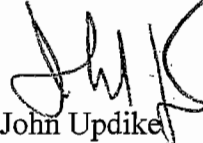
The State of California Noise Standard for Airports, Title 21, Administrative Code, requires SFO to eliminate land uses within the Noise Impact Boundary. As part of the Noise Insulation Program, the Avigation Easements will be acquired from the property owners in exchange for soundproofing the properties.

In addition to the Resolution, enclosed are:

1. Copies of the Avigation Easements.
2. San Francisco Airport Commission Resolution No. 12-0077 approving the acquisition of these easements.
3. City Planning's letter dated May 9, 2012 stating that the proposed acquisitions for this project are in conformance with the general plan.

If you have any questions regarding this matter, please contact Marta Bayol of our office at 554-9865.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Updike', with a long, sweeping horizontal line extending to the right.

John Updike
Acting Director of Real Estate

cc: Gerardo Fries, SFO, Special Projects

AIRPORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO
RESOLUTION NO. 12-0077

AUTHORIZATION TO ACQUIRE AVIGATION EASEMENTS AS PART OF THE NOISE INSULATION PROGRAM, AND TO REQUEST APPROVAL BY RESOLUTION OF THE BOARD OF SUPERVISORS FOR ACCEPTANCE AND RECORDATION OF THE EASEMENTS

WHEREAS, As part of the Airport's Noise Insulation Program (NIP), between the 1980s and 2000s the Airport obtained approximately 12,600 avigation easements, insulated approximately 15,200 eligible structures, and/or made genuine efforts toward this, and through this work the Airport eliminated all incompatible land uses, thereby meeting the State of California Noise Standard for Airports (Title 21 of the California Administrative Code); and

WHEREAS, it is anticipated that in the current and forthcoming phases of the NIP, the Airport will provide acoustic treatment to additional properties and acquire additional easements; and

WHEREAS, this will involve properties inside the current noise impact area that were not included in previous phases of the NIP because property owners chose not to participate in the program or failed to respond to invitations to participate, and have now been acquired by new owners who would like to have their property insulated in exchange for the grant of an avigation easement to the City; and

WHEREAS, acceptance and recordation of the easements can be processed by the Real Estate Division following a General Plan conformity determination by the Department of City Planning and approval by the Board of Supervisors; now, therefore, be it

RESOLVED, that the Airport Commission hereby authorizes the Director to acquire Avigation Easements for the properties with addresses listed in Exhibit 1 to the Resolution as part of the Airport's Noise Insulation Program; and be it further

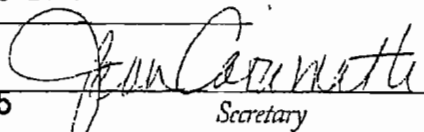
RESOLVED, that the Airport Commission hereby authorizes the Director to request approval from the Board of Supervisors for acceptance and recordation of said easements.

I hereby certify that the foregoing resolution was adopted by the Airport Commission

APR 03 2012

at its meeting of _____

275


Secretary



SAN FRANCISCO PLANNING DEPARTMENT

MEMO

May 09, 2012

Mr. John Updike
Acting Director
San Francisco Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

RECEIVED

MAY 18 2012

REAL ESTATE DIV.

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Re: Case No. 2012.0401R
Acquisition of Avigation Easements -
San Francisco International Airport Noise Insulation Program

Dear Mr. Updike:

The Department received your request, dated March 22, 2012, for a General Plan Referral as required by Section 4.105 of the San Francisco Charter, and Section 2A.53 of the San Francisco Administrative Code. Acquisition of the proposed permanent easements is, on balance, in conformity with the San Francisco General Plan.

Project Description

The San Francisco International Airport (SFO), as part of its Noise Insulation Program, proposes to acquire easements on 59 parcels, located in San Mateo County, and to provide acoustic treatments in return. The California Administrative Code requires airports to eliminate incompatible land uses within a Noise Impact Boundary unless the airport applied for or received a variance. The proposed acquisition of permanent easements from several private property owners allows SFO to meet the California Administrative Code.

The properties that are participating in the Noise Insulation Program are eligible for noise insulation improvements which SFO will provide.

Environmental Review

The Department has determined that the proposed easement acquisition is Categorical Exempt from environmental review under CEQA Class 1: *Existing Facilities*. The proposed project involves negligible or no expansion of an existing use.

A case report listing relevant General Plan Objectives and Policies is included as Attachment 1. The project has also been reviewed for consistency with the Eight Priority Policies of Section 101.1 of the Planning Code, included as Attachment 2.

Sincerely,

John Rahaim
Director of Planning

Case Number: 2012.0401R
Assessor's Parcel Number: various in San Mateo County see Exhibit 3

Location, Description: Various private properties in San Mateo County - see Exhibit 3 SFO Noise Insulation Program New Easement Acquisitions - March 2012

Staff Reviewer: Claudia Flores
Date: May 09, 2012

GENERAL PLAN POLICY FINDINGS

Note: General Plan Objectives and Policies concerning the project are in **bold font**, and General Plan text is in regular font. Staff comments are in *italic font*.

COMMERCE & INDUSTRY ELEMENT

POLICY 1.2

Assure that all commercial and industrial uses meet minimum, reasonable performance standards.

To ensure that commercial and industrial activities do not detract from the environment in which they locate, and may in fact benefit their surroundings, performance standards should be applied in evaluating new developments. The policies of the General Plan provide many of the standards to be used in evaluating development proposals. Other standards are found in various city ordinances and State and Federal laws. As necessary these standards should be reformed and additional standards developed.

The project will ensure that SFO complies with the California Administrative Code standards regarding noise.

TRANSPORTATION ELEMENT

OBJECTIVE 5

SUPPORT AND ENHANCE THE ROLE OF SAN FRANCISCO AS A MAJOR DESTINATION AND DEPARTURE POINT FOR TRAVELERS MAKING INTERSTATE, NATIONAL AND INTERNATIONAL TRIPS.

POLICY 5.1

Support and accommodate the expansion of San Francisco International Airport, while balancing this expansion with the protection of the quality of life in the communities that surround the Airport.

Planning Code Section 101.1(b) establishes the following eight priority planning policies and requires review of permits for consistency with said policies. The Project and this General Plan Referral application are consistent or inconsistent with each of these policies as follows:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced.

The project would not affect neighborhood-serving retail or opportunities for employment in or ownership of such businesses.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods.

The Project would not affect the City's housing stock or neighborhood character.

3. That the City's supply of affordable housing be preserved and enhanced.

The Project would not affect the City's supply of affordable housing.

4. That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking.

The Project would not affect Muni transit service, streets, or neighborhood parking.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced.

The Project would not affect the industrial or service sectors or future opportunities for resident employment or ownership in these sectors.

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

The Project would not affect preparedness against injury and loss of life in an earthquake.

7. That landmarks and historic buildings be preserved.

The Project would not affect any of the City's historic resources.

8. That our parks and open space and their access to sunlight and vistas be protected from development.

The Project would not have any adverse effect on the City's park system.

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 12 day of SEPTEMBER, 20 11, by **DANIEL CHEIN AND CATHERINE CHEIN, HUSBAND AND WIFE** (GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

- A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is **580 3RD AVENUE, SAN BRUNO, CALIFORNIA 94066**
- B. CITY is the owner and operator of the San Francisco International Airport ("SFO").
- C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.
- D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases

in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 12 day of

SEPTEMBER, 20 11.

GRANTORS



DANIEL CHEIN



CATHERINE CHEIN

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this ___ day of _____, in the year 20 __, before me _____ a

Notary Public in and for said State, personally appeared _____

[] personally known to me OR

[] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

WITNESS my hand and official seal

Notary Public in and for said State

ACKNOWLEDGMENT

State of California
County of San Mateo)

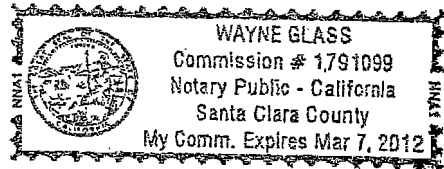
On 09-12-2011 before me, WAYNE GLASS NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DANIEL CHEIN, CATHERINE CHEIN,
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 Wayne Glass (Seal)



Reference: Grant of Avigation Easement
Document Date: 09-12-2011
Number of Pages: 6

This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"
Property Description

Property Address:

580 3RD. AVENUE, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:

020-204-320

Apparent Legal Description:

CITY OF SAN BRUNO LOTS 1 AND 2, IN BLOCK 27, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "AMENDED PLAN OF THE BELLE AIR PARK, SAN BRUNO STATION, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, ON JUNE 24, 1907, IN BOOK 5 OF MAPS AT PAGE 10.

Exhibit "A"
CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006919

Lender's Reference No.:
SB1/CHEIN

Apparent Records Owner:
DANIEL CHEIN AND CATHERINE CHEIN, HUSBAND AND WIFE

Property Address:
580 3RD AVENUE, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:
020-204-320

Apparent Legal Description:
CITY OF SAN BRUNO

LOTS 1 AND 2, IN BLOCK 27, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "AMENDED PLAN OF THE BELLE AIR PARK, SAN BRUNO STATION, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, ON JUNE 24, 1907, IN BOOK 5 OF MAPS AT PAGE 10.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006919

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 17 day of September, 2012, by **TWIN PEAKS SALES COMPANY**, (GRANTORS) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is:

25 HYDE COURT #5, DALY CITY, California 94015

B. CITY is the owner and operator of the San Francisco International Airport ("SFO").

C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.

D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases

in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.


3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

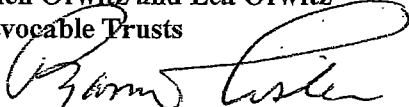
5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 17th day of September, 2012.




Allen Orwitz, Co-Trustee of The Allen Orwitz and Lea Orwitz Revocable Trusts




Benjamin D. Eisler, Co-Trustee of the Eisler Revocable Trust

GRANTORS



Lea Orwitz, Co-Trustee of The Allen Orwitz and Lea Orwitz Revocable Trusts



Shirley E. Eisler, Co-Trustee of the Eisler Revocable Trust

(STATE OF CALIFORNIA)
(COUNTY OF SAN MATEO)

On this ___ day of _____, in the year 20___, before me _____ a

Notary Public in and for said State, personally appeared _____

[] personally known to me OR

[] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

WITNESS my hand and official seal

Notary Public in and for said State

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of SAN FRANCISCO }

On SEPTEMBER 19, 2012 before me, JONI PRASETIYO, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ALLEN ORWITZ, LEA ORWITZ, SHIRLEY ELAINE EISLER,
Name(s) of Signer(s)
BENJAMIN DAVID EISLER

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]
Signature of Notary Public

Place Notary Seal Above

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(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer -- Title(s): _____ Corporate Officer -- Title(s): _____

Individual Individual

Partner -- Limited General Partner -- Limited General

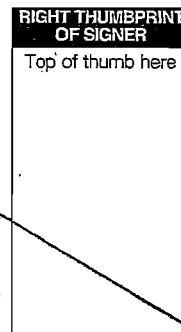
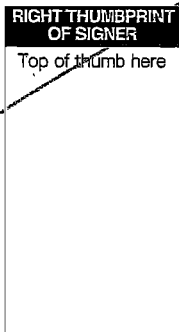
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

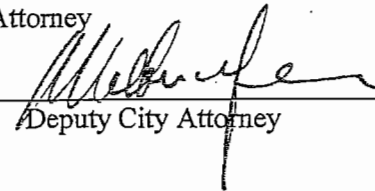
By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By: 
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

EXHIBIT "A"

Property Address:

25 HYDE COURT #5, DALY CITY, CA in the County of SAN MATEO.

Assessor's Parcel No:

102-990-170-7

Apparent Legal Description:

PARCEL I:

UNIT 17 AS SHOWN ON THE CERTAIN MAP ENTITLED "VENTANA TOWNHOMES, A CONDOMINIUM SUBDIVISION, BEING PARCELS 2 AND 3 AS DESIGNATED ON THE MAP ENTITLED 'PARCEL MAP OF RE-SUBDIVISION OF BLOCK 42, SERRAMONTE UNIT NO. 9, DALY CITY, SAN MATEO COUNTY, CALIFORNIA IN BOOK 18 OF PARCEL MAPS AT PAGE 25", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY STATE OF CALIFORNIA ON FEBRUARY 26, 1982 IN BOOK 106 OF MAPS AT PAGES 75 THROUGH 83 INCLUSIVE.

EXCEPTING THEREFROM ANY AND ALL PORTIONS OF THE COMMON AREA LYING WITHIN THE UNIT.

PARCEL II:

AN UNDIVIDED INTEREST IN THE COMMON AREA AND APPURTENANT EASEMENTS.

Exhibit "A"

CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

Dated:
April 4, 2011 at 12:00AM

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

CPD Report No.:
SM00006893

Lender's Reference No.:
DC9/TWIN PEAKS SALES

Apparent Records Owner:
TWIN PEAKS SALES COMPANY

Property Address:
25 HYDE COURT #5, DALY CITY, CA. in the County of SAN MATEO.

Assessor's Parcel No.:
102-990-170-7

Apparent Legal Description:
PARCEL I:

UNIT 17 AS SHOWN ON THAT CERTAIN MAP ENTITLED "VENTANA TOWNHOMES, A CONDOMINIUM SUBDIVISION, BEING PARCELS 2 AND 3 AS DESIGNATED ON THE MAP ENTITLED "PARCEL MAP OF RESUBDIVISION OF BLOCK 42, SERRAMONTE UNIT NO. 9, DALY CITY, SAN MATEO COUNTY, CALIFORNIA IN BOOK 18 OF PARCEL MAPS AT PAGE 25", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON FEBRUARY 26, 1982 IN BOOK 106 OF MAPS AT PAGES 75 THROUGH 83 INCLUSIVE.

EXCEPTING THEREFROM ANY AND ALL PORTIONS OF THE COMMON AREA LYING WITHIN THE UNIT.

PARCEL II:

AN UNDIVIDED INTEREST IN THE COMMON AREA AND APPURTENANT EASEMENTS.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

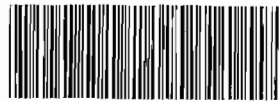
SM00006893

Recording Requested By:

Old Republic Title Company

When Recorded Mail To:

Twin Peaks Sales Company c/o Baco Realty Corporation
51 Federal Street, Suite 202
San Francisco, CA 94107



2006024764

OLD REPUBLIC TITLE CO.
03/02/2006 08:00 PTP
RECORDING FEE: 25.00
PAID

OFFICIAL RECORDS OF
SONOMA COUNTY
EEVE T. LEWIS

7 PGS



Escrow No.: 0811008945-JC
APN: 012-301-007

Statement of Partnership

To be recorded in Sonoma County

YOLO Co Recorder's Office
Tony Bernhard, County Recorder

RECORDING REQUESTED BY:

Allen Orwitz

AND WHEN RECORDED RETURN TO:

Allen Orwitz
560 Ninth Street, 2nd Floor
San Francisco, CA 94103

DOC - 94-0035814-00
Check Number 1405
REQD BY TWIN PEAKS SALES CO
Friday, DEC 02, 1994 13:34:09
Ttl Pd \$22.00 Nbr-0000001317
KIM/R1/6

**AMENDED AND RESTATED
STATEMENT OF PARTNERSHIP**

The undersigned partnership declares and states that:

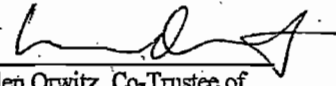
1. The name of this partnership is Twin Peaks Sales Company. This Amended and Restated Statement of Partnership amends and restates that certain Statement of Partnership of Twin Peaks Sales Company recorded October 30, 1985 as Document 18602 in Book 1733, page 119 of the Official Records, Yolo County, California, also recorded November 6, 1986 in Book 2268, page 819 of the Official Records, Shasta County, California.
2. The names of each of its partners are:
 - a. The Allen Orwitz and Lea Orwitz Revocable Trusts (1989 Restatement) (U/A/D May 16, 1989) having Allen Orwitz and Lea Orwitz as Co-Trustees;
 - b. Eisler Revocable Trust (U/A/D May 16, 1980 and Amended and Restated February 16, 1993) having Benjamin D. Eisler and Shirley E. Eisler as Co-Trustees;
 - c. Kim Orwitz Rosen;
 - d. Michael S. Orwitz;
 - e. Staci Eisler; and
 - f. Michael Eisler.
3. The partners named are all the partners of the partnership.
4. Any conveyance, encumbrance, or transfer of an interest in the partnership's real property must be signed on behalf of the partnership by Allen Orwitz and Lea Orwitz, Co-Trustees of The Allen Orwitz and Lea Orwitz Revocable Trusts, and by Benjamin D. Eisler and Shirley E. Eisler, Co-Trustees of the Eisler Revocable Trust. No other signatures shall be required.

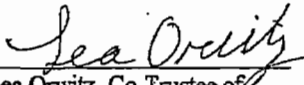
035814 DEC-23

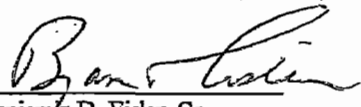
4/1

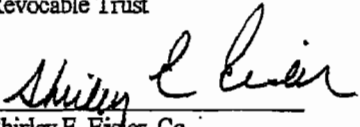
This statement was executed as of the 30th day of June, 1994 at San Francisco, California.

TWIN PEAKS SALES COMPANY

By: 
Allen Orwitz, Co-Trustee of
The Allen Orwitz and Lea
Orwitz Revocable Trusts


By: 
Lea Orwitz, Co-Trustee of
The Allen Orwitz and Lea
Orwitz Revocable Trusts

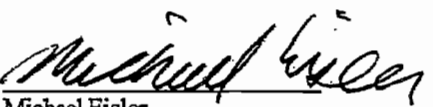
By: 
Benjamin D. Eisler, Co-
Trustee of the Eisler
Revocable Trust

By: 
Shirley E. Eisler, Co-
Trustee of the Eisler
Revocable Trust

By: 
Kim Orwitz Rosen

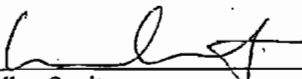
By: 
Michael S. Orwitz

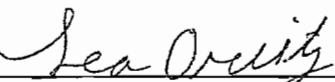
By: 
Staci Eisler

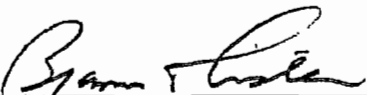
By: 
Michael Eisler

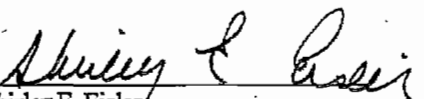
035814 DEC-28

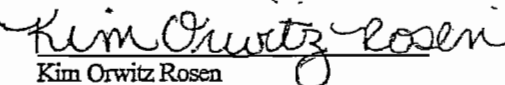
The undersigned, each for himself or herself, declares under penalty of perjury that the foregoing is true and correct. This declaration was executed on November 18, 1994, at San Francisco, California.

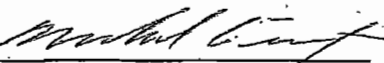
By: 
Allen Orwitz


By: 
Lea Orwitz

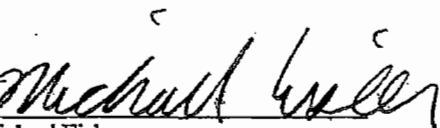
By: 
Benjamin D. Eisler

By: 
Shirley E. Eisler

By: 
Kim Orwitz Rosen

By: 
Michael S. Orwitz

By: 
Staci Eisler

By: 
Michael Eisler

035814 DEC-28

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF SAN FRANCISCO)

On this 29th day of November, 1994, before me appeared Allen Orwitz and Lea Orwitz personally and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Agnes Patricia R Santos
Notary in and for the State of
California

My commission expires:

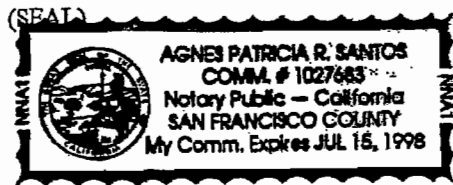
July 15, 1998

ACKNOWLEDGEMENT

STATE OF *California*)
)
) ss.
COUNTY OF *San Francisco*)

On this 21st day of November, 1994, before me appeared Benjamin D. Eisler and Shirley E. Eisler personally and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Agnes Patricia R Santos
Notary in and for the State of *California*

My commission expires:

July 15, 1998

035814 DEC-28

ACKNOWLEDGEMENT

STATE OF Tennessee)
)
COUNTY OF Knox) ss.

On this 22nd day of November, 1994, before me appeared Kim Orwitz Rosen, personally and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

John K. Couell
Notary in and for the State of
Tennessee

My commission expires:

My commission expires Nov. 24, 1996

ACKNOWLEDGEMENT

STATE OF Tennessee)
)
COUNTY OF KNOX) ss.

On this 23 day of November, 1994, before me appeared Michael S. Orwitz, personally and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

John K. Couell
Notary in and for the State of
Tennessee

My commission expires:

My commission expires Nov. 24, 1996

035814 DEC-28

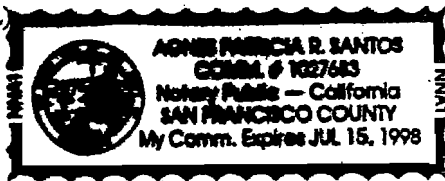
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF SAN FRANCISCO)

On this 29th day of November, 1994, before me appeared Staci Eisler, personally and who is personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)



Agnes Patricia R. Santos
Notary in and for the State of
California

My commission expires:

July 15, 1998

ACKNOWLEDGEMENT

STATE OF California)
)
) ss.
COUNTY OF San Francisco)

On this 29th day of November, 1994, before me appeared Michael Eisler, personally and who is personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)



Agnes Patricia R. Santos
Notary in and for the State of
California

My commission expires:

July 15, 1998

035814 DEC-28

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 16th day of September, 2011, by SUDIP S. BARMAN AND ISHITA S. BARMAN,
HUSBAND WIFE AS JOINT TENANTS

(GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is

265 SERRAVISTA AVENUE, DALY CITY, CALIFORNIA 94015

B. CITY is the owner and operator of the San Francisco International Airport ("SFO").

C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.

D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

BT
TB

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of

easement, associated with aircraft operations in the air or on the ground at SFO, including future increases in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

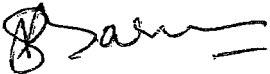
5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the

general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.


6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 16th day of September, 2011.

GRANTORS



SUDIP S. BARMAN



ISHITA S. BARMAN

→ See ATTACHED

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this ___ day of _____, in the year 20___, before me _____ a

Notary Public in and for said State, personally appeared _____

[] personally known to me OR

[] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

WITNESS my hand and official seal

Notary Public in and for said State

This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

Dated: _____

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By: _____
Director of Property

By: *Melba J. Lee*
Deputy City Attorney

Attachment: Exhibit "A" - Legal Description of Real Property

⑤
IB

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On Sept. 16th 2011 before me, Mahendra S. Patel (Notary Public)
Date Here Insert Name and Title of the Officer

personally appeared Sudip S Berman and Ishita S. Berman.
Name(s) of Signer(s)

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 Mahendra S. Patel (Notary Public)
Signature of Notary Public.

Place Notary Seal Above

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: Grant of Aviation Easement

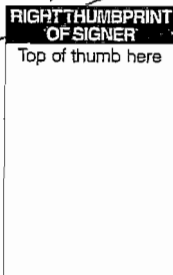
Document Date: 9/16/11 Number of Pages: 6

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

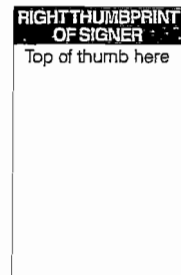
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

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



Signer is Representing: _____

Exhibit "A"
Property Description

Property Address:

265 SERRAVISTA AVENUE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:

091-651-200

Apparent Legal Description:

CITY OF DALY CITY LOT 20 AS SHOWN ON THAT CERTAIN MAP ENTITLED,
"MONTEVISTA UNIT NO. 1., DALY CITY, SAN MATEO COUNTY, CALIFORNIA",
FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY,
STATE OF CALIFORNIA ON MARCH 27., 1979 IN BOOK 99 OF MAPS AT PAGES 32
AND 34 INCLUSIVE

⑧
7B

CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006917

Lender's Reference No.:
DC19/BARMAN

Apparent Records Owner:
SUDIP S. BARMAN AND ISHITA S. BARMAN, HUSBAND AND WIFE AS JOINT TENANTS

Property Address:
265 SERRAVISTA AVENUE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:
091-651-200

Apparent Legal Description:
CITY OF DALY CITY

LOT 20 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MONTEVISTA UNIT NO. 1., DALY CITY, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON MARCH 27, 1979 IN BOOK 99 OF MAPS AT PAGES 32 AND 34 INCLUSIVE.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006917

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 18th day of September, 2011, by SURESH SARUP AND INDERJIT GILL SARUP, HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP (GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

- A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is
988 EL CAMINO REAL, SAN BRUNO, CALIFORNIA 94066
- B. CITY is the owner and operator of the San Francisco International Airport ("SFO").
- C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.
- D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases

in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 8th day of

September, 20 11.

[Signature]
SURESH SARUP

GRANTORS
[Signature]
INDERJIT GILL SARUP

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this 18th day of September in the year 20 11, before me HARISH C. REDDY a

Notary Public in and for said State; personally appeared SURESH SARUP

AND INDERJIT GILL SARUP

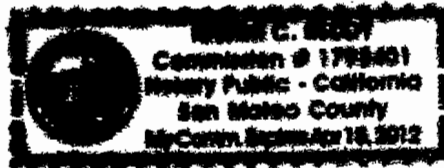
[] personally known to me OR

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

[Signature]

WITNESS my hand and official seal



CALIFORNIA
Notary Public in and for said State

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of CALIFORNIA

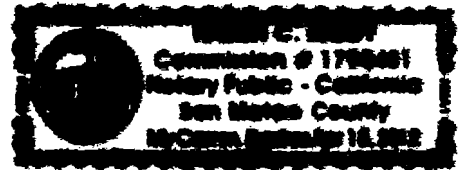
County of ALAMEDA

On 9/18/11 before me, HARISH C. REDDY
(here insert name and title of the officer)

personally appeared SURESH SARUP

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.



Harish C. Reddy
Signature of Notary Public

(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of CALIFORNIA)

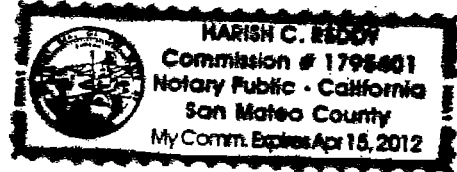
County of ALAMEDA)

On 9/18/11 before me, HARISH C. REDDY
(here insert name and title of the officer)

personally appeared INDERJIT GILL

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

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"

Property Description

Property Address:

988 EL CAMINO REAL, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:

020-106-240-3

Apparent Legal Description:

LOT 25, BLOCK 7, AS DESIGNATED ON THE MAP ENTITLED, "MAP OF BLOCKS 5, 6, AND 7, SAN BRUNO PARK, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNT OF SAN MATEO, STATE OF CALIFORNIA, ON FEBRUARY 4, 1904 IN BOOK "E" AT PAGE 16 AND A COPY ENTERED IN BOOK 3 OF MAPS AT PAGE 21.

CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006925

Lender's Reference No.:
SB9/SB10/SARUP

Apparent Records Owner:
SURESH SARUP AND INDERJIT GILL SARUP, HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH
RIGHT OF SURVIVORSHIP

Property Address:
988 EL CAMINO REAL, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:
020-106-240-3

Apparent Legal Description:
LOT 25, BLOCK 7, AS DESIGNATED ON THE MAP ENTITLED, "MAP OF BLOCKS 5, 6, AND 7, SAN BRUNO
PARK, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER
OF THE COUNT OF SAN MATEO, STATE OF CALIFORNIA, ON FEBRUARY 4, 1904 IN BOOK "E" AT PAGE 16
AND A COPY ENTERED IN BOOK 3 OF MAPS AT PAGE 21.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006925

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 24 day of SEPTEMBER, 2011, by RAYMOND FUNG, A SINGLE PERSON AS TO AN UNDIVIDED 75%, AND LILY Q. LIANG, A SINGLE PERSON AS TO AN UNDIVIDED 25%, AS TENANTS IN COMMON

(GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

- A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is **126 DENNIS DRIVE, DALY CITY, CALIFORNIA 94015.**
- B. CITY is the owner and operator of the San Francisco International Airport ("SFO").
- C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.
- D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases

in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 24 day of SEPTEMBER, 2011.

GRANTORS

[Signature]
RAYMOND FUNG

[Signature]
LILY Q. LIANG

See ATTACHED
→

(STATE OF CALIFORNIA)
(COUNTY OF SAN MATEO)

On this ___ day of _____, in the year 20___, before me _____ a

Notary Public in and for said State, personally appeared _____

[] personally known to me OR

[] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

WITNESS my hand and official seal

Notary Public in and for said State

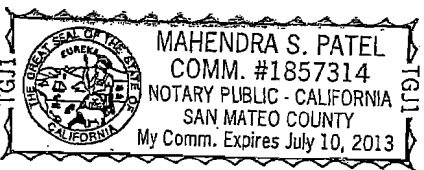
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On September 24th 2011 before me, Mahendra S. Patel (Notary Public)

personally appeared Raymond Fung and Lily Q. Liang



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 Mahendra S. Patel (Notary Public)

Place Notary Seal Above

OPTIONAL

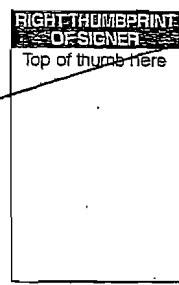
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

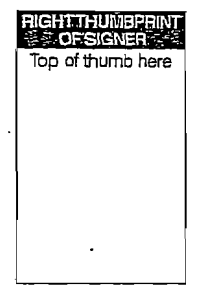
Title or Type of Document: Grant of Avigation Easement
 Document Date: 09/24/11 Number of Pages: 6
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____



Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____



This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"
Property Description

Property Address:

126 DENNIS DRIVE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's-Parcel No.:

091-291-490

Apparent Legal Description:

CITY OF DALY CITY LOT 55, IN BLOCK 15, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "SERRAMONTE UNIT NO. 8, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JANUARY 22, 1969 IN BOOK 68 OF MAPS AT PAGE(S) 43 AND 44, RECORDS OF SAN MATEO COUNTY.

CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006887

Lender's Reference No.:
DC3/FUNG

Apparent Records Owner:
RAYMOND FUNG, A SINGLE PERSON AS TO AN UNDIVED 75%, AND LILY Q. LIANG, A SINGLE PERSON
AS TO AN UNDIVIDED 25%, AS TENANTS IN COMMON

Property Address:
126 DENNIS DRIVE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:
091-291-490

Apparent Legal Description:
CITY OF DALY CITY

LOT 55, IN BLOCK 15, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "SERRAMONTE UNIT NO. 8, DALY
CITY, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY
OF SAN MATEO, STATE OF CALIFORNIA, ON JANUARY 22, 1969 IN BOOK 68 OF MAPS AT PAGE(S) 43
AND 44, RECORDS OF SAN MATEO COUNTY.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006887

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 9th day of September, 2011, by LARAH DELARA, A SINGLE WOMAN (GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is

61 NORWOOD AVE, DALY CITY, California 94015.

B. CITY is the owner and operator of the San Francisco International Airport ("SFO").

C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.

D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases

in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 9th day of September, 2011.

Larah Delara

GRANTORS

LARAH DELARA

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this 9th day of Sept, in the year 2011, before me Tim Auran a

Notary Public in and for said State, personally appeared Larah DeLara

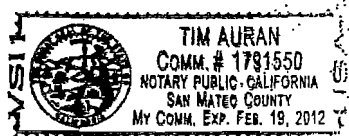
[] personally known to me OR

[X] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

[Signature]

WITNESS my hand and official seal



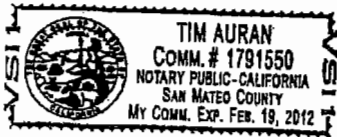
Notary Public in and for said State

ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of San Mateo } SS.

On Sept. 9, 2011, before me, Tim Auran,
DATE
 personally appeared Larah DeLara, 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]
 NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

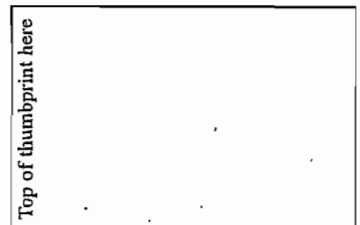
NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
 THUMBPRINT
 OF
 SIGNER

OTHER



This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

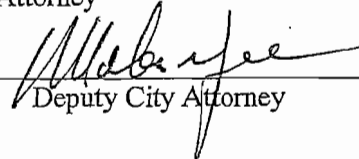
By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By: 
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"

Property Description

Property Address:

61 NORWOOD AVENUE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:

091-462-060-4

Apparent Legal Description:

LOT 24 IN BLOCK 52, AS SHOWN ON THAT CERTAIN MAP ENTITLED "SERRAMONTE UNIT NO. 10-B, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON SEPTEMBER 21, 1970 IN BOOK 71 OF MAPS AT PAGES 28 AND 29.

Exhibit "A"

**CHICAGO PIRT DIVISION
Legal and Vesting**

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006912

Lender's Reference No.:
DC16/DELARA

Apparent Records Owner:
LARAH DELARA, A SINGLE WOMAN

Property Address:
61 NORWOOD AVENUE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:
091-462-060-4

Apparent Legal Description:
LOT 24 IN BLOCK 52, AS SHOWN ON THAT CERTAIN MAP ENTITLED "SERRAMONTE UNIT NO. 10-B, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON SEPTEMBER 21, 1970 IN BOOK 71 OF MAPS AT PAGES 28 AND 29.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006912

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 9th day of September, 2011, by JOHN KA WAI YU AND ANN WAI CHI LAW YU, **HUSBAND AND WIFE, AS JOINT TENANTS (GRANTOR)** and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is:

70 PARNELL AVENUE, DALY CITY, CALIFORNIA 94605.

B. CITY is the owner and operator of the San Francisco International Airport ("SFO").

C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.

D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases

in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 9th day of September, 20 11.

[Signature]
JOHN KA WAI YU

GRANTORS
[Signature]
ANN WAI CHI LAW YU

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this 9th day of Sept, in the year 20 11, before me Tim Auran a

Notary Public in and for said State, personally appeared John Ka Wai Yu + Ann Wai Chi Law Yu

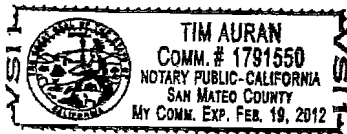
[] personally known to me OR

[X] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

[Signature]

WITNESS my hand and official seal



Notary Public in and for said State

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

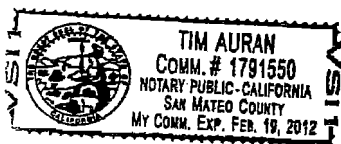
} SS.

On Sept. 9, 2011, before me, Tim Aurán

DATE

personally appeared Jack Ka Wai Yu + Ann Wai Chi Law Yu, 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.

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____
- PARTNER(S) _____ TITLE(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

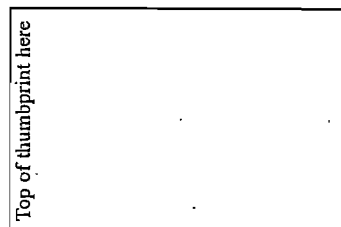
DATE OF DOCUMENT

OTHER

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER



This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

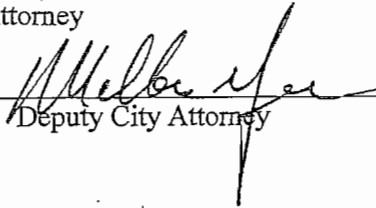
By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By: 
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"
Property Description

Property Address:

70 PARNELL AVENUE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:

091-194-090-6

Apparent Legal Description:

LOT 9, IN BLOCK 13, AS SHOWN ON THAT CERTAIN MAP ENTITLED,
"SERRAMONTE UNIT NO. 3, DALY CITY, SAN MATEO COUNTY, CALIFORNIA",
FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE
OF CALIFORNIA ON OCTOBER 14, 1965 IN BOOK 63 OF MAPS AT PAGES 24 TO 26
INCLUSIVE.

Exhibit "A"

**CHICAGO PIRT DIVISION
Legal and Vesting**

DEBBIE BAIONI

Dated:
April 4, 2011 at 12:00AM

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

CPD Report No.:
SM00006914

Lender's Reference No.:
DC17/YU

Apparent Records Owner:
JOHN KA WAI YU AND ANN WAI CHI LAW YU, HUSBAND AND WIFE, AS JOINT TENANTS

Property Address:
70 PARNELL AVENUE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:
091-194-090-6

Apparent Legal Description:
LOT 9, IN BLOCK 13, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "SERRAMONTE UNIT NO. 3, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON OCTOBER 14, 1965 IN BOOK 63 OF MAPS AT PAGES 24 TO 26 INCLUSIVE.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006914

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 12 day of SEPTEMBER, 2011, by JOHN SWENDSEN AND CAROL LU-SWENDSEN, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP (GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

- A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is **755 WALNUT STREET, SAN BRUNO, CALIFORNIA 94066**
- B. CITY is the owner and operator of the San Francisco International Airport ("SFO").
- C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.
- D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases

in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

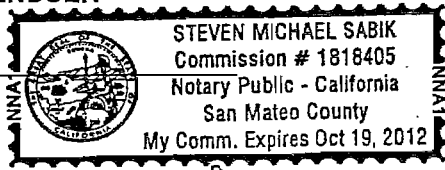
5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 12 day of SEPTEMBER, 2011.

[Signature]
JOHN SWENDSEN

GRANTORS
[Signature]
CAROL LU-SWENDSEN



(STATE OF CALIFORNIA)
(COUNTY OF SAN MATEO)

On this ___ day of _____, in the year 20 __, before me _____ a

Notary Public in and for said State, personally appeared _____

[] personally known to me OR

[] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

WITNESS my hand and official seal

Notary Public in and for said State

ACKNOWLEDGMENT

State of California
County of San Mateo)

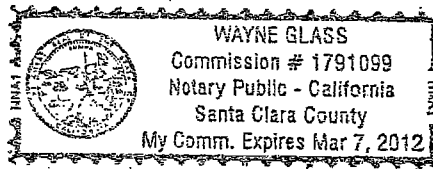
On 09-12-2011 before me, WAYNE GLASS NOTARY PUBLIC
(insert name and title of the officer)

personally appeared JOHN SWENDSEN
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- Wayne Glass (Seal)



Reference: Grant of Avigation Easement
Document Date: 09-12-2011
Number of Pages: 6

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN MATEO }

On 9.13.11 before me, STEVEN SABIK - NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared CAROL W - SWENSON
Name(s) of Signer(s)

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 _____
Signature of Notary Public

Place Notary Seal Above

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: _____

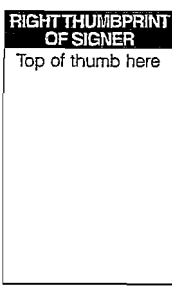
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

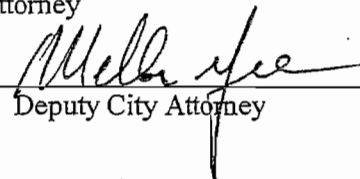
By: _____
Mayor

Dated: _____

By: _____
Director of Property

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Attachment: Exhibit "A" - Legal Description of Real Property

Exhibit "A"

Property Description

Property Address:

755 WALNUT STREET, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:

020-152-210-9

Apparent Legal Description:

THE EASTERLY 16 FEET 8 INCHES, FRONT AND REAR MEASUREMENTS OF LOTS 34 AND THE WESTERLY 16 FEET 8 INCHES, FRONT AND REAR MEASUREMENTS OF LOT 35 IN BLOCK 6 AS DELINEATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED PLAN OF THE BELLE AIR PARK, SAN BRUNO STATION, SAN MATEO COUNTY, CALIFORNIA", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON JUNE 24, 1907 IN BOOK 5 OF MAPS AT PAGE 10.

Exhibit "A"
CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006938

Lender's Reference No.:
SB29/SWENDSEN

Apparent Records Owner:
JOHN SWENSEN AND CAROL LU-SWENSEN, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH
RIGHT OF SURVIVORSHIP

Property Address:
755 WALNUT STREET, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:
020-152-210-9

Apparent Legal Description:
THE EASTERLY 16 FEET 8 INCHES, FRONT AND REAR MEASUREMENTS OF LOTS 34 AND THE
WESTERLY 16 FEET 8 INCHES, FRONT AND REAR MEASUREMENTS OF LOT 35 IN BLOCK 6 AS
DELINEATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED PLAN OF THE BELLE AIR PARK, SAN
BRUNO STATION, SAN MATEO COUNTY, CALIFORNIA", FILED FOR RECORD IN THE OFFICE OF THE
RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON JUNE 24, 1907 IN BOOK 5 OF
MAPS AT PAGE 10.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006938

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 12 day of SEPTEMBER, 2011, by **BENEDICTO F. RODRIGUEZ, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY** (GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

- A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is **880 SAN MATEO AVENUE, SAN BRUNO, CALIFORNIA 94066**
- B. CITY is the owner and operator of the San Francisco International Airport ("SFO").
- C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.
- D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases

in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 12 day of

SEPTEMBER, 20 11.

GRANTORS

Benedicto F. Rodriguez
BENEDICTO F. RODRIGUEZ

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this ___ day of _____, in the year 20___, before me _____ a

Notary Public in and for said State, personally appeared _____

personally known to me OR

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

WITNESS my hand and official seal

Notary Public in and for said State

ACKNOWLEDGMENT

State of California
County of San Mateo

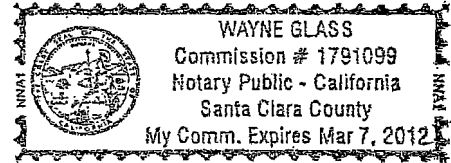
On 09-12-2011 before me, WAYNE GLASS NOTARY PUBLIC,
(insert name and title of the officer)

personally appeared BENEDICTO F. RODRIGUEZ,
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 Wayne Glass (Seal)



Reference: Grant of Avigation Easement
Document Date: 09-12-2011
Number of Pages: 6

This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Dated: _____
By: _____
Director of Property

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"
Property Description

Property Address:

880 SAN MATEO AVENUE, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:

020-188-250-3

Apparent Legal Description:

LOT 4, BLOCK 12, AS DESIGNATED ON THE MAP ENTITLED "AMENDED PLAN OF THE BELLE AIR PARK, SAN BRUNO STATION, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JUNE 24, 1907, IN BOOK 5 OF MAPS AT PAGE 10.

Exhibit "A"

CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006937

Lender's Reference No.:
SB28/RODRIGUEZ

Apparent Records Owner:
BENEDICTO F. RODRIGUEZ, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY

Property Address:
880 SAN MATEO AVENUE, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:
020-188-250-3

Apparent Legal Description:
LOT 4, BLOCK 12, AS DESIGNATED ON THE MAP ENTITLED "AMENDED PLAN OF THE BELLE AIR PARK, SAN BRUNO STATION, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JUNE 24, 1907, IN BOOK 5 OF MAPS AT PAGE 10.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006937

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 23 day of November, 2011, by **MARTIN F. LABAGH AND DONNA M. LABAGH, HUSBAND AND WIFE AS JOINT TENANTS** (GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

- A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is **820 SAN MATEO AVENUE, SAN BRUNO, CALIFORNIA 94066**
- B. CITY is the owner and operator of the San Francisco International Airport ("SFO").
- C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.
- D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases

in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 23 day of November, 2011.

Martin F. Labagh
MARTIN F. LABAGH

GRANTORS
Donna M. Labagh
DONNA M. LABAGH

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this ___ day of _____, in the year 20___, before me _____ a

Notary Public in and for said State, personally appeared _____

[] personally known to me OR

[] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

WITNESS my hand and official seal

Notary Public in and for said State

See Attached New CA Ack.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Mateo

On 11/23/2011 before me, Daksha Patel, Notary Public
(Here insert name and title of the officer)

personally appeared Martin F Labagh And Donna M. Labagh

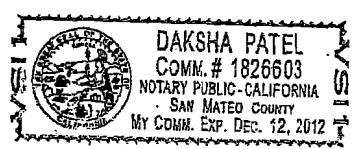
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Daksha Patel
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Grant of Easement
(Title or description of attached document)
Easement -
(Title or description of attached document continued)
 Number of Pages 7 Document Date 11/23/11
Including CAALC.
(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM
 Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

Individual(s)
 Corporate Officer
(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

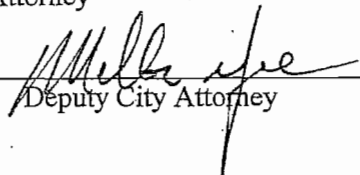
By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"
Property Description

Property Address:

820 SAN MATEO AVENUE, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:

020-188-400-4

Apparent Legal Description:

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED, "BELLE AIR PARK 1-B BEING A RESUBDIVISION OF LOTS 19, 20, 21, 22, 23, 24, AND 25, BLOCK 25, AMENDED PLAN OF BELLE AIR PARK", FILED IN THE OFFICE OF THE RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON JANUARY 25, 1983 IN BOOK 53 OF PARCEL MAPS, AT PAGE 27.

Exhibit "A"
CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006936

Lender's Reference No.:
SB27/LABAGH

Apparent Records Owner:
MARTIN F. LABAGH AND DONNA M. LABAGH, HUSBAND AND WIFE AS JOINT TENANTS

Property Address:
820 SAN MATEO AVENUE, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:
020-188-400-4

Apparent Legal Description:
PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED, "BELLE AIR PARK 1-B BEING A RESUBDIVISION OF LOTS 19, 20, 21, 22, 23, 24, AND 25, BLOCK 25, AMENDED PLAN OF BELLE AIR PARK", FILED IN THE OFFICE OF THE RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON JANUARY 25, 1983 IN BOOK 53 OF PARCEL MAPS, AT PAGE 27.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006936

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 9th day of September, 2011, by **SAM SY LAM AND RU XIN WANG, AS TRUSTEES OF THE LAM/WANG FAMILY TRUST, U.D.T. ("UNDER DECLARATION OF TRUST")**, DATED **APRIL 3, 2006** (GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

- A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is **19 PACIFIC AVENUE, SAN BRUNO, CALIFORNIA 94066**
- B. CITY is the owner and operator of the San Francisco International Airport ("SFO").
- C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.
- D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases

in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

ACKNOWLEDGMENT

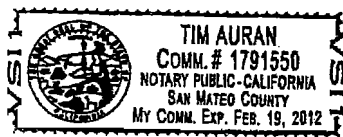
State of California
County of San Mateo

On 09-09-2011 before me, TIM AURAN
(insert name and title of the officer)

personally appeared Samsy Lam + Ru Xin Wang,
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)

Reference: Grant of Avigation Easement
Document Date: 09-09-2011
Number of Pages: 6

This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

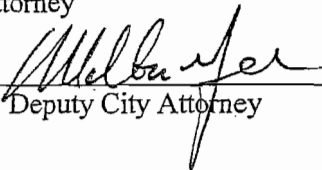
By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"

Property Description

Property Address:

19 PACIFIC AVENUE, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:

014-264-260

Apparent Legal Description:

LOT 14 AND THE NORTHEASTERLY 5 FEET, FRONT AND REAR MEASUREMENTS OF LOT 13 AND THE SOUTHWESTERLY 10 FEET, FRONT AND REAR MEASUREMENTS OF LOT 15, BLOCK 4, AS DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF BLOCKS 4, 5, AND 6, SAN BRUNO PARK, 5TH ADDITION, SAN MATEO COUNTY, CALIFORNIA", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON NOVEMBER 19, 1906 IN BOOK "B" OF MAPS AT PAGE 39 AND A COPY ENTERED IN BOOK 4 OF MAPS AT PAGE 43.

Exhibit "A"
CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006931

Lender's Reference No.:
SB19/SAM LAM

Apparent Records Owner:
SAM SY LAM AND RU XIN WANG, AS TRUSTEES OF THE LAM/WANG FAMILY TRUST, U.D.T. ("UNDER
DECLARATION OF TRUST"), DATED APRIL 3, 2006

Property Address:
19 PACIFIC AVENUE, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:
014-264-260

Apparent Legal Description:
LOT 14 AND THE NORTHEASTERLY 5 FEET, FRONT AND REAR MEASUREMENTS OF LOT 13 AND THE
SOUTHWESTERLY 10 FEET, FRONT AND REAR MEASUREMENTS OF LOT 15, BLOCK 4, AS DELINEATED
UPON THAT CERTAIN MAP ENTITLED, "MAP OF BLOCKS 4, 5, AND 6, SAN BRUNO PARK, 5TH ADDITION,
SAN MATEO COUNTY, CALIFORNIA", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE
COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON NOVEMBER 19, 1906 IN BOOK "B" OF MAPS AT
PAGE 39 AND A COPY ENTERED IN BOOK 4 OF MAPS AT PAGE 43.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006931

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 12 day of SEPTEMBER, 2011, by ESTELLA MEIER, A SINGLE WOMAN AND THELMA KOTIK, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS (GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

- A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is **1160 MONTGOMERY AVENUE, SAN BRUNO, CALIFORNIA 94066**
- B. CITY is the owner and operator of the San Francisco International Airport ("SFO").
- C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.
- D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases

in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

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3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 12 day of

SEPTEMBER 20 11.

Estella Meier
ESTELLA MEIER

GRANTORS
[Signature]
THELMA KOTIK

(STATE OF CALIFORNIA)
(COUNTY OF SAN MATEO)

On this ___ day of _____, in the year 20___, before me _____ a

Notary Public in and for said State, personally appeared _____

personally known to me OR

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

WITNESS my hand and official seal

Notary Public in and for said State

ACKNOWLEDGMENT

State of California
County of San Mateo)

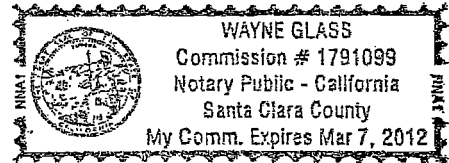
On 09-12-2011 before me, WAYNE GLASS NOTARY PUBLIC
(insert name and title of the officer)

personally appeared ESTELLA MEIER, THELMA KOTIK,
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 Wayne Glass (Seal)



Reference: Grant of Avigation Easement
Document Date: 09-12-2011
Number of Pages: 6

This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

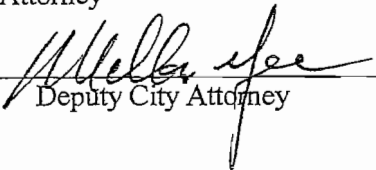
By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"

Property Description

Property Address:

1160 MONTGOMERY AVENUE, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:

014-265-060-5

Apparent Legal Description:

LOTS 47 AND 48 IN BLOCK 5 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF BLOCKS 4, 5 AND 6, SAN BRUNO PARK, 5TH ADDITION, SAN MATEO CO., CAL." FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON NOVEMBER 19, 1906 IN BOOK B OF MAPS AT PAGE 39 AND COPIED INTO BOOK 4 OF MAPS AT PAGE 43.

Exhibit "A"

**CHICAGO PIRT DIVISION
Legal and Vesting**

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006929

Lender's Reference No.:
SB16/KOTIK

Apparent Records Owner:

ESTELLA MEIER, A SINGLE WOMAN AND THELMA KOTIK, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS

Property Address:

1160 MONTGOMERY AVENUE, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:

014-265-060-5

Apparent Legal Description:

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The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006929

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 12 day of SEPTEMBER, 2011, by PAUL DAVID NOBIS, AN UNMARRIED MAN AND ERIC JAMES NOBIS, AN UNMARRIED MAN, AS JOINT TENANTS (GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

- A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is
876 HENSLEY AVENUE, SAN BRUNO, CALIFORNIA 94066
- B. CITY is the owner and operator of the San Francisco International Airport ("SFO").
- C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.
- D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases

in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 12 day of September, 20 11.

GRANTORS

Paul David Nobis
PAUL DAVID NOBIS

Eric James Nobis
ERIC JAMES NOBIS

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this ___ day of _____, in the year 20___, before me _____ a

Notary Public in and for said State, personally appeared _____

[] personally known to me OR

[] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

WITNESS my hand and official seal

Notary Public in and for said State

ACKNOWLEDGMENT

State of California
County of San Mateo

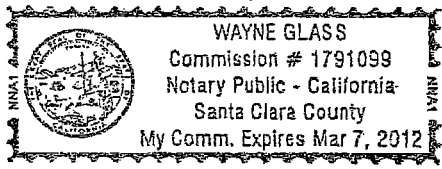
On 09-12-2011 before me, WAYNE GLASS NOTARY PUBLIC
(insert name and title of the officer)

personally appeared PAUL DAVID NOBIS, ERIC JAMES NOBIS,
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 Wayne Glass (Seal)



Reference: Grant of Avigation Easement
Document Date: 09-12-2011
Number of Pages: 6

This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

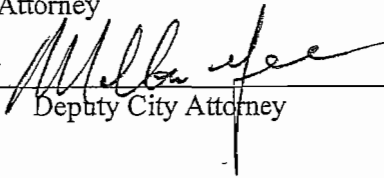
By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"

Property Description

Property Address:

876 HENSLEY AVENUE, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:

020-115-280-8

Apparent Legal Description:

LOTS 24 AND 25, IN BLOCK 5, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF BLOCKS 5, 6 AND 7, SAN BRUNO PARK CALIFORNIA, BEING A PART OF BURI BURI RANCH AND PROPERTY FORMERLY OWNED BY THE SOUTH SAN FRANCISCO LAND & IMPROVEMENT CO., "FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON FEBRUARY 4, 1904, IN BOOK "E" OF ORIGINAL MAPS AT PAGE 16 AND COPIED INTO BOOK 3 OF MAPS AT PAGE 21.

Exhibit "A"
CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006926

Lender's Reference No.:
SB11/NOBIS

Apparent Records Owner:
PAUL DAVID NOBIS, AN UNMARRIED MAN AND ERIC JAMES NOBIS, AN UNMARRIED MAN, AS JOINT
TENANTS

Property Address:
876 HENSLEY AVENUE, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:
020-115-280-8

Apparent Legal Description:
LOTS 24 AND 25, IN BLOCK 5, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF BLOCKS 5, 6 AND
7, SAN BRUNO PARK CALIFORNIA, BEING A PART OF BURI BURI RANCH AND PROPERTY FORMERLY
OWNED BY THE SOUTH SAN FRANCISCO LAND & IMPROVEMENT CO., "FILED IN THE OFFICE OF THE
RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON FEBRUARY 4, 1904, IN BOOK
"E" OF ORIGINAL MAPS AT PAGE 16 AND COPIED INTO BOOK 3 OF MAPS AT PAGE 21.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006926

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 12 day of SEPTEMBER, 2011, by **KRYSTAL A. MIZZI, AN UNMARRIED WOMAN** (GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

- A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is **8 ATLANTIC AVENUE, SAN BRUNO, CALIFORNIA 94066**
- B. CITY is the owner and operator of the San Francisco International Airport ("SFO").
- C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.
- D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions; dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases

in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.


3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 12 day of SEPTEMBER, 2011.



KRYSTAL A. MIZZI

GRANTORS

(STATE OF CALIFORNIA)
(COUNTY OF SAN MATEO)

On this ___ day of _____, in the year 20___, before me _____ a

Notary Public in and for said State, personally appeared _____

[] personally known to me OR

[] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

WITNESS my hand and official seal

Notary Public in and for said State

ACKNOWLEDGMENT

State of California
County of San Mateo

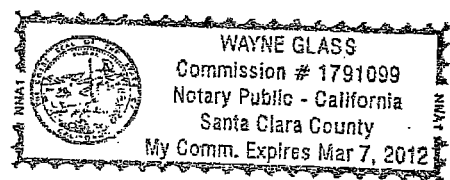
On 09-12-2011 before me, WAYNE GLASS NOTARY PUBLIC
(insert name and title of the officer)

personally appeared KRYSTAL A. MIZZI
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 *Wayne Glass* (Seal)



Reference: Grant of Avigation Easement
Document Date: 09-12-2011
Number of Pages: 6

This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

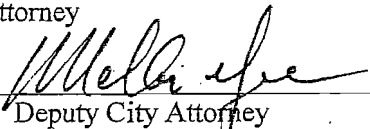
By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By: 
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"
Property Description

Property Address:

8 ATLANTIC AVENUE, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:

014-264-180-2

Apparent Legal Description:

LOT 70 IN BLOCK 4, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF BLOCKS, 4, 5 & 6 SAN BRUNO PARK 5TH ADDITION, SAN MATEO COUNTY, CAL." FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO, STATE OF CALIFORNIA, ON NOVEMBER 19, 1906 IN BOOK "B" OF MAPS AT PAGE 39 AND COPIED INTO BOOK 4 OF MAPS AT PAGE 43.

Exhibit "A"
CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006924

Lender's Reference No.:
SB7/SB8/MIZZI

Apparent Records Owner:
KRYSTAL A. MIZZI, AN UNMARRIED WOMAN

Property Address:
8 ATLANTIC AVENUE, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:
014-264-180-2

Apparent Legal Description:
LOT 70 IN BLOCK 4, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF BLOCKS, 4, 5 & 6 SAN BRUNO PARK 5TH ADDITION, SAN MATEO COUNTY, CAL." FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO, STATE OF CALIFORNIA, ON NOVEMBER 19, 1906 IN BOOK "B" OF MAPS AT PAGE 39 AND COPIED INTO BOOK 4 OF MAPS AT PAGE 43.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006924

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 12 day of SEPTEMBER, 2011, by MARK S. SHELTON, A SINGLE MAN (GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

- A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is
644 3RD AVENUE, SAN BRUNO, CALIFORNIA 94066
- B. CITY is the owner and operator of the San Francisco International Airport ("SFO").
- C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.
- D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases

in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 12 day of SEPTEMBER, 2011.

GRANTORS

Mark S Shelton
MARK S. SHELTON

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this ___ day of _____, in the year 20___, before me _____ a

Notary Public in and for said State, personally appeared _____

[] personally known to me OR

[] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

WITNESS my hand and official seal

Notary Public in and for said State

ACKNOWLEDGMENT

State of California
County of San Mateo)

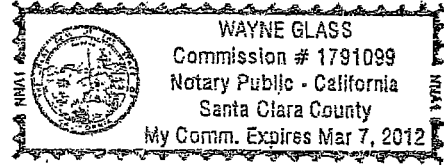
On 09-12-2011 before me, WAYNE GLASS NOTARY PUBLIC
(insert name and title of the officer)

personally appeared MARK S. SHELTON
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 Wayne Glass (Seal)



Reference: Grant of Avigation Easement
Document Date: 09-12-2011
Number of Pages: 6

This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

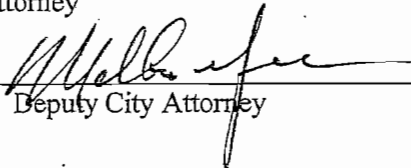
By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By: 
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"
Property Description

Property Address:

644 3RD AVENUE, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:

020-194-110

Apparent Legal Description:

CITY OF SAN BRUNO LOT 9 IN BLOCK 22 AS SHOWN ON THAT CERTAIN MAP ENTITLED "AMENDED PLAN OF BELLE AIR PARK, SAN BRUNO STATION, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON JUNE 24, 1907 IN BOOK 5 OF MAPS AT PAGE 10.

Exhibit "A"
CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011, at 12:00AM

CPD Report No.:
SM00006920

Lender's Reference No.:
SB2/SHELTON

Apparent Records Owner:
MARK S. SHELTON, A SINGLE MAN

Property Address:
644 3RD AVENUE, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:
020-194-110

Apparent Legal Description:
CITY OF SAN BRUNO

LOT 9 IN BLOCK 22 AS SHOWN ON THAT CERTAIN MAP ENTITLED "AMENDED PLAN OF BELLE AIR PARK, SAN BRUNO STATION, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON JUNE 24, 1907 IN BOOK 5 OF MAPS AT PAGE 10.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006920

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 9th day of September, 2011, by LESTER YEE, A SINGLE MAN (GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is

201 SERRAVISTA AVENUE, DALY CITY, CALIFORNIA 94015

B. CITY is the owner and operator of the San Francisco International Airport ("SFO").

C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.

D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases

in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 9th day of September, 2011.

GRANTORS

[Handwritten Signature]

LESTER YEE

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this 9th day of September in the year 2011, before me TIM AURAN a

Notary Public in and for said State, personally appeared Lester Yee

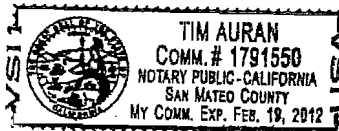
personally known to me OR

I proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

[Handwritten Signature]

WITNESS my hand and official seal

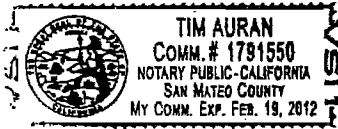


Notary Public in and for said State

ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of San Mateo } SS.
 On Sept. 9, 2011, before me, TIM AURAN
DATE
 personally appeared Lester Yee, 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.

NOTARY'S SIGNATURE

PLACENOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

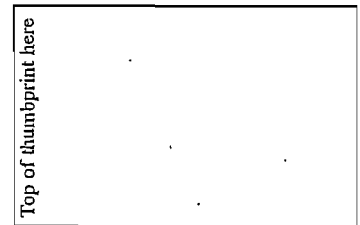
NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
 THUMBPRINT
 OF
 SIGNER

OTHER



This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

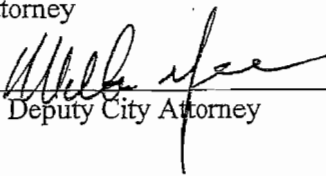
By: _____
Mayor

Dated: _____

By: _____
Director of Property

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"

Property Address:

201 SERRAVISTA AVENUE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:

091-651-290-8

Apparent Legal Description:

LOT 29, AS DESIGNATED ON THE MAP ENTITLED "MONTEVISTA UNIT NO. 1, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON MARCH 27, 1979 IN BOOK 99 OF MAPS AT PAGES 32, 33 AND 34.

Exhibit "A"

CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006915

Lender's Reference No.:
DC18/YEE

Apparent Records Owner:
LESTER YEE, A SINGLE MAN

Property Address:
201 SERRAVISTA AVENUE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:
091-651-290-8

Apparent Legal Description:
LOT 29, AS DESIGNATED ON THE MAP ENTITLED "MONTEVISTA UNIT NO. 1, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON MARCH 27, 1979 IN BOOK 99 OF MAPS AT PAGES 32, 33 AND 34.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 12 day of SEPTEMBER, 2011, by SUSAN M. CHIU, AN UNMARRIED WOMAN AND KATHLEEN K. CHIU, AN UNMARRIED WOMAN AND CHARLENE C. Y. CHIU, AN UNMARRIED WOMAN AS JOINT TENANTS AS TO AN UNDIVIDED 2/3 INTEREST AND WAY LUNG CHIN, AN UNMARRIED MAN AS TO AN UNDIVIDED 1/3 INTEREST ALL AS TENANTS IN COMMON (GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

- A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is
876 MILLS AVENUE, SAN BRUNO, CALIFORNIA 94066
- B. CITY is the owner and operator of the San Francisco International Airport ("SFO").
- C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.
- D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases

in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

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3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

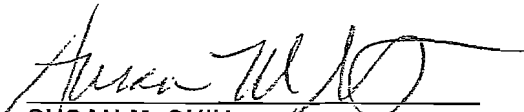
5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.


IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 12 day of

SEPTEMBER, 2011.

GRANTORS



SUSAN M. CHIU



KATHLEEN K. CHIU



CHARLENE C. Y. CHIU



WAY LUNG CHIN

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this ___ day of _____, in the year 20___, before me _____ a

Notary Public in and for said State, personally appeared _____

[] personally known to me OR

[] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

WITNESS my hand and official seal

Notary Public in and for said State

ACKNOWLEDGMENT

State of California
County of San Mateo)

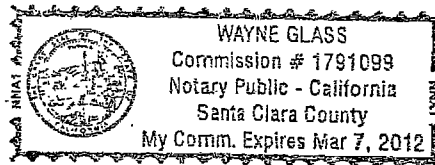
On 09-12-2011 before me, WAYNE GLASS NOTARY PUBLIC
(insert name and title of the officer)

personally appeared SUSAN M. CHILL, CHARLENE C.V. CHILL,
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 Wayne Glass (Seal)



Reference: Grant of Avigation Easement
Document Date: 09-12-2011
Number of Pages: 6

ACKNOWLEDGMENT

State of California
County of San Mateo)

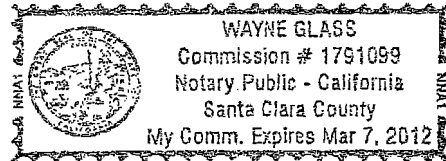
On 09-12-2011 before me, WAYNE GLASS NOTARY PUBLIC
(insert name and title of the officer)

personally appeared WAY LUNG CHIN
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 Wayne Glass (Seal)



Reference: Grant of Avigation Easement
Document Date: 09-12-2011
Number of Pages: 6

ACKNOWLEDGMENT

State NORTH CAROLINA
County of MECKLENBURG

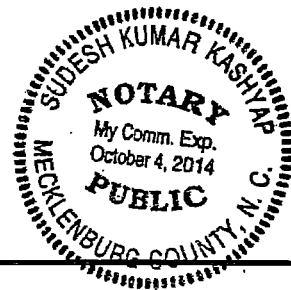
On Oct. 3rd. 2011 before me, SUDESH KUMAR KASHYAP
(insert name and title of the officer)

personally appeared KATHLEEN K. CHIL
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~~ ^{NC} that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sudesh Kumar Kashyap (Seal)



This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____


By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"
Property Description

Property Address:

876 MILLS AVENUE, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:

020-111-280-2

Apparent Legal Description:

LOTS 26 AND 27, BLOCK 1, AS DESIGNATED ON THE MAP ENTITLED "MAP OF BLOCKS 1 & 2, SAN BRUNO PARK", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER ON DECEMBER 8, 1903 IN BOOK "D" OF MAPS AT PAGE 13 AND COPIED INTO BOOK 3 OF MAPS AT PAGE 18.

Exhibit "A"
CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006928

Lender's Reference No.:
SB13/SB14/SB15/CHIU

Apparent Records Owner:

SUSAN M. CHIU, AN UNMARRIED WOMAN AND KATHLEEN K. CHIU, AN UNMARRIED WOMAN AND CHARLENE C. Y. CHIU, AN UNMARRIED WOMAN AS JOINT TENANTS AS TO AN UNDIVIDED 2/3 INTEREST AND WAY LUNG CHIN, AN UNMARRIED MAN AS TO AN UNDIVIDED 1/3 INTEREST ALL AS TENANTS IN COMMON

Property Address:

876 MILLS AVENUE, San Bruno, CA 94066 in the County of San Mateo.

Assessor's Parcel No.:

020-111-280-2

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RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 9th day of September, 2011, by CAROLINA AVILA, AN UNMARRIED WOMAN AND RIGOBERTO H. JIMENEZ, AN UNMARRIED MAN, AS JOINT TENANTS

(GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is

402 MICHELLE LANE, DALY CITY, CALIFORNIA 94015

B. CITY is the owner and operator of the San Francisco International Airport ("SFO").

C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.

D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of

easement, associated with aircraft operations in the air or on the ground at SFO, including future increases in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the

general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 9th day of September, 2011.

GRANTORS

Carolina Avila
CAROLINA AVILA

Rigoberto H. Jimenez
RIGOBERTO H. JIMENEZ

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this 9th day of Sept, in the year 2011, before me Tim Auran a

Notary Public in and for said State, personally appeared Carolina Avila +
Rigoberto H. Jimenez

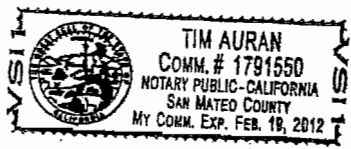
[] personally known to me OR

[] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

Tim Auran

WITNESS my hand and official seal



Notary Public in and for said State

ALL-PURPOSE ACKNOWLEDGMENT

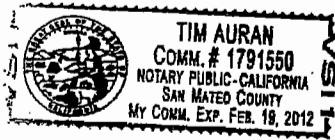
State of California

County of San Mateo } SS.

On Sept. 9, 2011, before me, TIM AURAN
DATE

personally appeared Carolina Avila + Rigoberto H. Jimenez, 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.

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

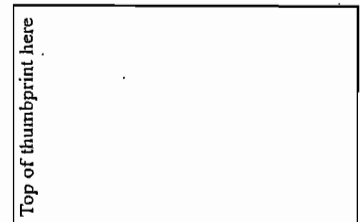
_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER



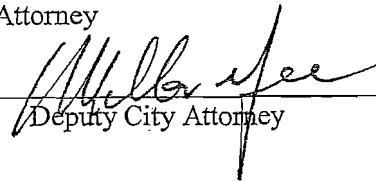
This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Dated: _____
By: _____
Director of Property

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"

Property Description

Property Address:

402 MICHELLE LANE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:

091-672-060-0

Apparent Legal Description:

LOT 6 AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY OF A PORTION OF SERRAMONTE HIGHLANDS BEING A LOT LINE ADJUSTMENT OF LOTS 1 THROUGH 42, 66 THROUGH 134, AND 174 THROUGH 212, AS DESIGNATED ON THE MAP ENTITLED "SERRAMONTE HIGHLANDS", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, CALIFORNIA, ON APRIL 25, 1980 IN BOOK 101 OF MAPS AT PAGES 33 THROUGH 37 CITY OF DALY CITY SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, CALIFORNIA ON AUGUST 31, 1987 IN VOLUME 10 OF LICENSED LAND SURVEYOR'S MAPS AT PAGES 107, 108 AND 109.

Exhibit "A"

CHICAGO PIRT DIVISION

Legal and Vesting

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006904

Lender's Reference No.:
DC15/JIMENEZ

Apparent Records Owner:
CAROLINA AVILA, AN UNMARRIED WOMAN AND RIGOBERTO H. JIMENEZ, AN UNMARRIED MAN, AS
JOINT TENANTS

Property Address:
402 MICHELLE LANE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:
091-672-060-0

Apparent Legal Description:
LOT 6 AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY OF A PORTION OF
SERRAMONTE HIGHLANDS BEING A LOT LINE ADJUSTMENT OF LOTS 1 THROUGH 42, 66 THROUGH
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FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, CALIFORNIA, ON APRIL
25, 1980 IN BOOK 101 OF MAPS AT PAGES 33 THROUGH 37 CITY OF DALY CITY SAN MATEO COUNTY,
CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY,
CALIFORNIA ON AUGUST 31, 1987 IN VOLUME 10 OF LICENSED LAND SURVEYOR'S MAPS AT PAGES
107, 108 AND 109.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006904

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 9th day of September, 20 11, by JEFFREY H. WONG AND HEATHER H. WONG,
HUSBAND AND WIFE AS COMMUNITY PROPERTY, WITH RIGHT OF SURVIVORSHIP
(GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California
(CITY or GRANTEE), with reference to the following facts:

Recitals

A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is

390 MICHELLE LANE, DALY CITY, CALIFORNIA 94015

B. CITY is the owner and operator of the San Francisco International Airport ("SFO").

C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.

D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of

easement, associated with aircraft operations in the air or on the ground at SFO, including future increases in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

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3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the

general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 9th day of September, 20 11.

GRANTORS

Jeffrey H. Wong
JEFFREY H. WONG

Heather H. Wong
HEATHER H. WONG

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this 9th day of Sept, in the year 20 11, before me TIM AURAN a

Notary Public in and for said State, personally appeared Jeffrey H. Wong & Heather H. Wong

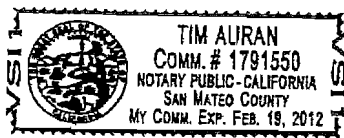
[] personally known to me OR

[X] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

[Signature]

WITNESS my hand and official seal



Notary Public in and for said State

ALL-PURPOSE ACKNOWLEDGMENT

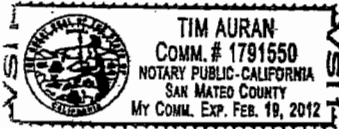
State of California

County of San Mateo } SS.

On Sept. 9, 2011, before me, Tim Auran,
DATE

personally appeared Jeffrey H. Wong + Heather H. Wong, 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.

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document:

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OTHER _____

RIGHT THUMBPRINT OF SIGNER

Top of thumbprint here

This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

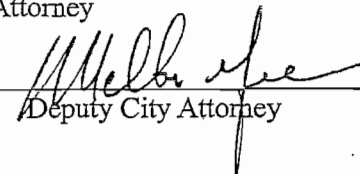
By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"
Property Description

Property Address:

390 MICHELLE LANE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:

091-672-120-2

Apparent Legal Description:

LOT 12, AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY OF A PORTION OF SERRAMONTE HIGHLANDS BEING A LOT LINE ADJUSTMENT OF LOTS 1 THROUGH 42, 66 THROUGH 134, AND 174 THROUGH 212, AS DESIGNATED ON THE MAP ENTITLED "SERRAMONTE HIGHLANDS", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, CALIFORNIA, ON APRIL 25, 1980 IN BOOK 101 OF MAPS AT PAGES 33 THROUGH 37 CITY OF DALY CITY, SAN MATEO COUNTY, CALIFORNIA," FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON AUGUST 31, 1987 IN VOLUME 10 OF LICENSED LAND SURVEYOR'S MAPS AT PAGE(S) 107, 108 AND 109.

Exhibit "A"

**CHICAGO PIRT DIVISION
Legal and Vesting**

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006902

Lender's Reference No.:
DC14/WONG

Apparent Records Owner:
JEFFREY H. WONG AND HEATHER H. WONG, HUSBAND AND WIFE AS COMMUNITY PROPERTY, WITH
RIGHT OF SURVIVORSHIP

Property Address:
390 MICHELLE LANE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:
091-672-120-2

Apparent Legal Description:
LOT 12, AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY OF A PORTION OF
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FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, CALIFORNIA, ON APRIL
25, 1980 IN BOOK 101 OF MAPS AT PAGES 33 THROUGH 37 CITY OF DALY CITY, SAN MATEO COUNTY,
CALIFORNIA," FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF
CALIFORNIA, ON AUGUST 31, 1987 IN VOLUME 10 OF LICENSED LAND SURVEYOR'S MAPS AT PAGE(S)
107, 108 AND 109.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006902

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this **9th** day of **September, 2011**, by **LILLIAN GIM LEE AND EDWARD S. LEE, WIFE AND HUSBAND AND ANGELA LISA LEE, AN UNMARRIED WOMAN ALL AS JOINT TENANTS** (GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is

385 MICHELLE LANE, DALY CITY, CALIFORNIA 94015

B. CITY is the owner and operator of the San Francisco International Airport ("SFO").

C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.

D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

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3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of

easement, associated with aircraft operations in the air or on the ground at SFO, including future increases in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the

general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 9th day of

September, 20 11.

GRANTORS

Lillian Gim Lee
Lillian ~~LEE~~ GIM LEE

Edward S. Lee
EDWARD S. LEE

Angela Lisa Lee
ANGELA LISA LEE

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this 9th day of Sept, in the year 20 11, before me TIM AURAN^a

Notary Public in and for said State, personally appeared Lillian Gim Lee,
Angela Lisa Lee + Edward S. Lee

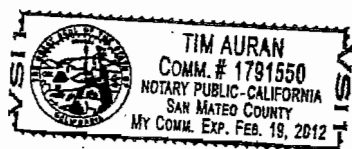
[] personally known to me OR

[X] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

[Signature]

WITNESS my hand and official seal



Notary Public in and for said State

ALL-PURPOSE ACKNOWLEDGMENT

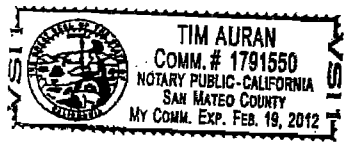
State of California

County of San Mateo } SS.

On Sept. 9, 2011, before me, TIM AURAN,
DATE

personally appeared Lillian Gim Lee + Angela Lisa Lee + Edward S. Lee 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]
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

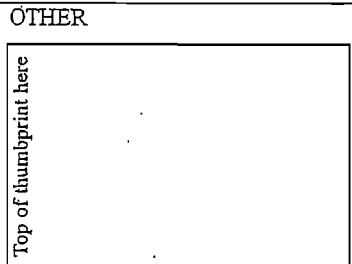
NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT OF SIGNER



This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

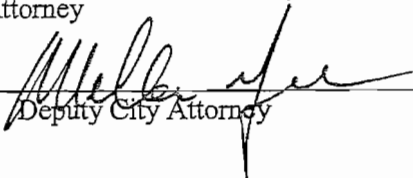
By: _____
Mayor

Dated: _____

By: _____
Director of Property

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By: 
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"

Property Address:

385 MICHELLE LANE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:

091-672-340-6

Apparent Legal Description:

LOT 96, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "RECORD OF SURVEY OF A PORTION OF SERRAMONTE HIGHLANDS BEING A LOT LINE ADJUSTMENT OF LOTS 1 THROUGH 42, 66 THROUGH 134, AND 174 THROUGH 212, DESIGNATED ON THE MAP ENTITLED, 'SERRAMONTE HIGHLAND', FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, CALIFORNIA, ON APRIL 25, 1980, IN BOOK 101 OF MAPS AT PAGES 33 THROUGH 37 CITY OF DALY CITY SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, CALIFORNIA ON AUGUST 31, 1987 IN VOLUME 10 OF LICENSED LAND SURVEYOR'S MAPS AT PAGES 107, 108 AND 109.

Exhibit "A"

**CHICAGO PIRT DIVISION
Legal and Vesting**

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006901

Lender's Reference No.:
DC13/LEE

Apparent Records Owner:
LILLIAN GIM LEE AND EDWARD S. LEE, WIFE AND HUSBAND AND ANGELA LISA LEE, AN UNMARRIED
WOMAN ALL AS JOINT TENANTS

Property Address:
385 MICHELLE LANE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:
091-672-340-6

Apparent Legal Description:
LOT 96, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "RECORD OF SURVEY OF A PORTION OF
SERRAMONTE HIGHLANDS BEING A LOT LINE ADJUSTMENT OF LOTS 1 THROUGH 42, 66 THROUGH
134, AND 174 THROUGH 212, DESIGNATED ON THE MAP ENTITLED, 'SERRAMONTE HIGHLAND', FILED IN
THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, CALIFORNIA, ON APRIL 25, 1980, IN
BOOK 101 OF MAPS AT PAGES 33 THROUGH 37 CITY OF DALY CITY SAN MATEO COUNTY, CALIFORNIA",
FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, CALIFORNIA ON AUGUST
31, 1987 IN VOLUME 10 OF LICENSED LAND SURVEYOR'S MAPS AT PAGES 107, 108 AND 109.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006901

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 9th day of September, 2011, by MARIVEL T. PRADO, A MARRIED WOMAN AS HER
SOLE AND SEPARATE PROPERTY

(GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is

340 MICHELLE LANE, DALY CITY, CALIFORNIA 94015

B. CITY is the owner and operator of the San Francisco International Airport ("SFO").

C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.

D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of

easement, associated with aircraft operations in the air or on the ground at SFO, including future increases in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the

general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 9th day of September, 2011.

GRANTORS



MARIVEL T. PRADO

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this 9 day of Sept., in the year 2011, before me TIM AURAN a

Notary Public in and for said State, personally appeared _____

Marivel T. Prado

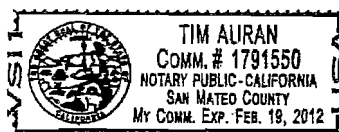
[] personally known to me OR

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:



WITNESS my hand and official seal



Notary Public in and for said State

This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

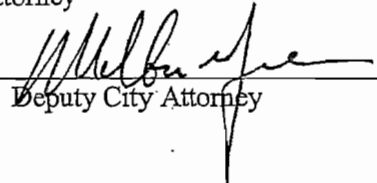
By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Attachment: Exhibit "A" - Legal Description of Real Property

Exhibit "A"

Property Address:

340 MICHELLE LANE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:

091-682-180-4

Apparent Legal Description:

LOT 37, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "RECORD OF SURVEY OF A PORTION OF SERRAMONTE HIGHLANDS BEING A LOT LINE ADJUSTMENT OF LOTS 1 THROUGH 42, 66 THROUGH 134, AND 174 THROUGH 212, AS DESIGNATED ON THE MAP ENTITLED "SERRAMONTE HIGHLANDS", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, CALIFORNIA ON APRIL 25, 1980 IN BOOK 101 OF MAPS AT PAGES 33 THROUGH 37 CITY OF DALY CITY SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON AUGUST 31, 1987 IN BOOK 10 OF LICENSED LAND SURVEYOR'S MAPS AT PAGES 107, 108 AND 109.

Exhibit "A"

**CHICAGO PIRT DIVISION
Legal and Vesting**

DEBBIE BAIONI

Dated:
April 4, 2011 at 12:00AM

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

CPD Report No.:
SM00006900

Lender's Reference No.:
DC12/SAN FELIPE

Apparent Records Owner:
MARIVEL T. PRADO, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

Property Address:
340 MICHELLE LANE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:
091-682-180-4

Apparent Legal Description:
LOT 37, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "RECORD OF SURVEY OF A PORTION OF SERRAMONTE HIGHLANDS BEING A LOT LINE ADJUSTMENT OF LOTS 1 THROUGH 42, 66 THROUGH 134, AND 174 THROUGH 212, AS DESIGNATED ON THE MAP ENTITLED "SERRAMONTE HIGHLANDS", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, CALIFORNIA ON APRIL 25, 1980 IN BOOK 101 OF MAPS AT PAGES 33 THROUGH 37 CITY OF DALY CITY SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON AUGUST 31, 1987 IN BOOK 10 OF LICENSED LAND SURVEYOR'S MAPS AT PAGES 107,108 AND 109.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006900

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 9th day of September, 2011, by **RAMIL C. CASTILLO AND MAY C. CASTILLO, HUSBAND AND WIFE, AS TENANTS** (GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

- A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is **160 MARBLY AVENUE, DALY CITY, CALIFORNIA 94015.**
- B. CITY is the owner and operator of the San Francisco International Airport ("SFO").
- C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.
- D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases

in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

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4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 9th day of September, 2011.

GRANTORS

Ramil C. Castillo
RAMIL C. CASTILLO

May C. Castillo
MAY C. CASTILLO

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this 9th day of Sept, in the year 2011, before me TIM AURAN a

Notary Public in and for said State, personally appeared Ramil C. Castillo +
May C. Castillo

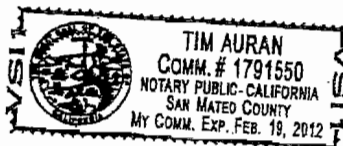
[] personally known to me OR

[X] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

[Signature]

WITNESS my hand and official seal



Notary Public in and for said State

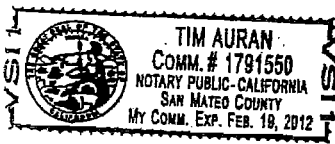
ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo } SS.

On Sept. 9, 2011, before me, Tim Auran
DATE

personally appeared Ramil C. Castillo + May C. Castillo, 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.

[Handwritten Signature]

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

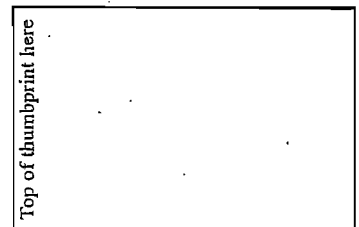
NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER



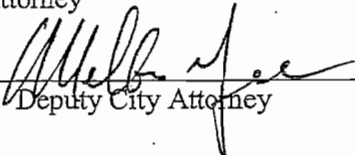
This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Dated: _____

By: _____
Director of Property

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"

Property Address:

160 MARBLY AVENUE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:

091-455-310

Apparent Legal Description:

LOT 31, BLOCK 50, AS DELINEATED UPON THAT CERTAIN MAP ENTITLED, "SERREMONTA UNIT NO. 10-B", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON SEPTEMBER 21, 1970 IN BOOK 71 OF MAPS AT PAGE 28.

Exhibit "A"

**CHICAGO PIRT DIVISION
Legal and Vesting**

DEBBIE BAIONI

Dated:
April 4, 2011 at 12:00AM

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

CPD Report No.:
SM00006898

Lender's Reference No.:
DC11/CASTILLO

Apparent Records Owner:
RAMIL C. CASTILLO AND MAY C. CASTILLO, HUSBAND AND WIFE, AS JOINT TENANTS

Property Address:
160 MARBLY AVENUE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:
091-455-310

Apparent Legal Description:
LOT 31, BLOCK 50, AS DELINEATED UPON THAT CERTAIN MAP ENTITLED, "SERREMONTTE UNIT NO. 10-B", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON SEPTEMBER 21, 1970 IN BOOK 71 OF MAPS AT PAGE 28.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006898

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 9th day of September, 2011, by MIZELLE VIRTUCIO JR., A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY (GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is

67 LYCETT CIRCLE, DALY CITY, CALIFORNIA 94015

B. CITY is the owner and operator of the San Francisco International Airport ("SFO").

C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the Unites States Government pursuant to 14 Code of Federal Regulations Part 150.

D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of

easement, associated with aircraft operations in the air or on the ground at SFO, including future increases in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the

general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 9th day of Sept., 20 11.

GRANTORS

MIZELLE VIRTUCIO JR.

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this 9th day of Sept, in the year 20 11, before me Tim Auran a

Notary Public in and for said State, personally appeared _____

Mizelle Virtucio JR.

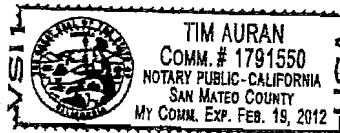
[] personally known to me OR

[] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

[Signature]

WITNESS my hand and official seal



Notary Public in and for said State

ALL-PURPOSE ACKNOWLEDGMENT

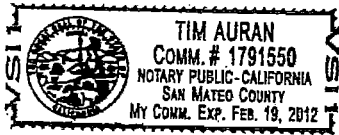
State of California

County of San Mateo } SS.

On Sept. 9, 2011, before me, TIM AURAN,
DATE

personally appeared Mizelle Virtucis JR., 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.

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

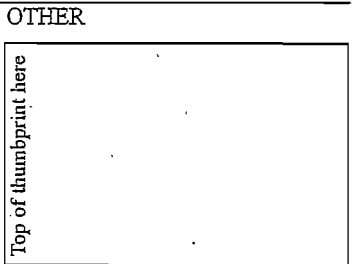
NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT OF SIGNER



This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

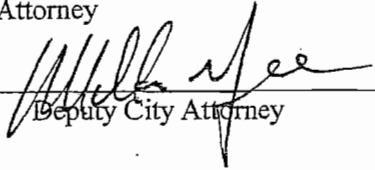
By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"
Property Description

Property Address:

67 LYCETT CIRCLE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:

091-283-260-7

Apparent Legal Description:

LOT 26 IN BLOCK 74, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT OF SERRAMONTE, UNIT NO. 21," WHICH SAID MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON DECEMBER 22, 1977, IN BOOK 96 OF MAPS, AT PAGE(S) 68 AND 69.

Exhibit "A"

CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006895

Lender's Reference No.:
DC10/CABAYA

Apparent Records Owner:
MIZELLE VIRTUCIO JR., A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

Property Address:
67 LYCETT CIRCLE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:
091-283-260-7

Apparent Legal Description:
LOT 26 IN BLOCK 74, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT OF SERRAMONTE, UNIT NO. 21," WHICH SAID MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON DECEMBER 22, 1977, IN BOOK 96 OF MAPS, AT PAGE(S) 68 AND 69.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006895

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 9th day of September, 2011, by JENNIFER SANTIAGO, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY AND PAO CHIN POO, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS

(GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is

597 GELLERT BOULEVARD, DALY CITY, CALIFORNIA 94015

B. CITY is the owner and operator of the San Francisco International Airport ("SFO").

C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.

D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of

easement, associated with aircraft operations in the air or on the ground at SFO, including future increases in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

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3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the

general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 9th day of September, 2011.

GRANTORS

JENNIFER SANTIAGO

PAO CHIN POO

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this 9th day of Sept, in the year 2011, before me Tim Auran

Notary Public in and for said State, personally appeared Jennifer Santiago
Pao Chin Poo

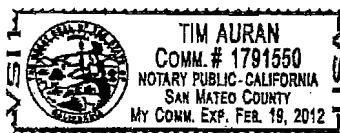
[] personally known to me OR

[X] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

TIM AURAN

WITNESS my hand and official seal



Notary Public in and for said State

This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

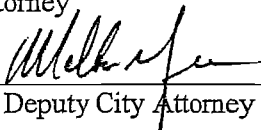
By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"

Property Description

Property Address:

597 GELLERT BOULEVARD, DALY CITY, CA in the County of SAN MATEO.

Assessor's Parcel No.:

091-464-590-8

Apparent Legal Description:

LOT 95, BLOCK 50, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "SERRAMONTE UNIT NO. 10-B, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON SEPTEMBER 21, 1970 IN BOOK 71 OF MAPS AT PAGE 28.

Exhibit "A"

**CHICAGO PIRT DIVISION
Legal and Vesting**

DEBBIE BAIONI

Dated:
April 2, 2011 at 12:00AM

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

CPD Report No.:
SM00006890

Lender's Reference No.:
DC6/SANTIAGO

Apparent Records Owner:

JENNIFER SANTIAGO, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY AND PAO CHIN POO, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS

Property Address:

597 GELLERT BOULEVARD, DALY CITY, CA in the County of SAN MATEO.

Assessor's Parcel No.:

091-464-590-8

Apparent Legal Description:

LOT 95, BLOCK 50, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "SERRAMONTE UNIT NO. 10-B, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON SEPTEMBER 21, 1970 IN BOOK 71 OF MAPS AT PAGE 28.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

Legal and Vesting
11/17/06

SM00006890

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 9th day of September, 20 11, by **CAROLINA TUALLA AND DANILO TUALLA, WIFE AND HUSBAND, AS JOINT TENANTS (GRANTOR)** and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is

154 HAMPSHIRE AVENUE, DALY CITY, CALIFORNIA 94015.

B. CITY is the owner and operator of the San Francisco International Airport ("SFO").

C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.

D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at SFO, including future increases

in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 9th day of September, 2011.

Carolina Tualla
CAROLINA TUALLA

GRANTORS
Daniilo Tualla
DANILO TUALLA

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this 9th day of Sept, in the year 2011, before me Tim Auran a

Notary Public in and for said State, personally appeared _____

Carolina Tualla + Danilo Tualla

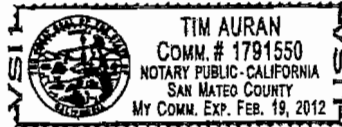
[] personally known to me OR

[] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

[Signature]

WITNESS my hand and official seal



Notary Public in and for said State

ALL-PURPOSE ACKNOWLEDGMENT

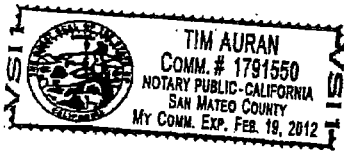
State of California

County of San Mateo } SS.

On Sept. 9, 2011, before me, TIM AURAN,
DATE

personally appeared Carolina Tualla + Danilo Tualla, 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.

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____
- PARTNER(S) _____ TITLE(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

Top of thumbprint here

This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

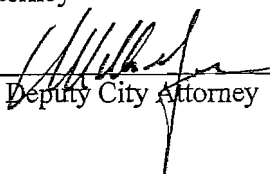
By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"

Property Description

Property Address:

154 HAMPSHIRE AVENUE, DALY CITY, CA in the County of SAN MATEO.

Assessor's Parcel No.:

091-762-320

Apparent Legal Description:

LOT 52 IN BLOCK 27, AS SHOWN ON THAT CERTAIN MAP ENTITLED,
"SERRAMONTE UNIT NO. 14, DALY CITY, SAN MATEO COUNTY, CALIFORNIA,"
WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE
COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON FEBRUARY 16, 1972 IN BOOK
74 OF MAPS AT PAGE 33.

Exhibit "A"

CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006892

Lender's Reference No.:
DC8/TUALLA

Apparent Records Owner:
CAROLINA TUALLA, AND DANILO TUALLA, WIFE AND HUSBAND, AS JOINT TENANTS

Property Address:
154 HAMPSHIRE AVENUE, DALY CITY, CA in the County of SAN MATEO.

Assessor's Parcel No.:
091-762-320

Apparent Legal Description:
LOT 52 IN BLOCK 27, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "SERRAMONTE UNIT NO. 14, DALY CITY, SAN MATEO COUNTY, CALIFORNIA," WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON FEBRUARY 16, 1972 IN BOOK 74 OF MAPS AT PAGE 33.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 9 day of Sept, 2011, by **HUYNH M. LE AND KHIEM D. LE, WIFE AND HUSBAND AS JOINT TENANTS** (GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is

987 GELLERT BOULEVARD, DALY CITY, CALIFORNIA 94015

B. CITY is the owner and operator of the San Francisco International Airport ("SFO").

C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.

D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

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1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

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IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 9 day of

September, 20 11.

GRANTORS

[Handwritten signature]

HUYNH M. LE

[Handwritten signature]

KHIEM D. LE

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this 9th day of Sept, in the year 20 11, before me TIM AURAN a

Notary Public in and for said State, personally appeared Huynh M. Le

KHiem D. Le

[] personally known to me OR

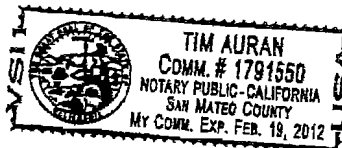
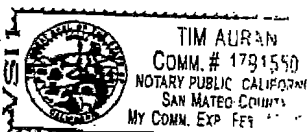
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the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

ATTEST:

[Handwritten signature]

WITNESS my hand and official seal

Notary Public in and for said State



ALL-PURPOSE ACKNOWLEDGMENT

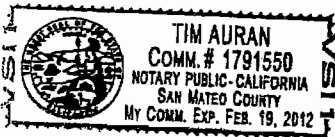
State of California

County of San Mateo } SS.

On Sept. 9, 2011, before me, TIM AURAN
DATE

personally appeared Huynh M. Le + Khiem D. Le, 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.

[Handwritten Signature]

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

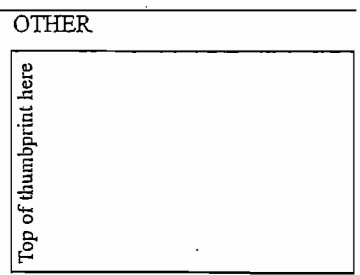
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
 THUMBPRINT
 OF
 SIGNER



This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

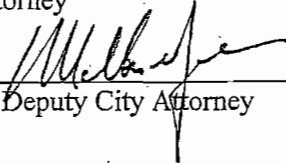
By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"
Property Description

Property Address:

987 GELLERT BOULEVARD, DALY CITY, CA in the County of SAN MATEO.

Assessor's Parcel No.:

091-601-690-0

Apparent Legal Description:

LOT 69 BLOCK 21, AS SHOWN ON THAT CERTAIN MAP ENTITLED "SERRAMONTE UNIT NO. 15, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON NOVEMBER 4, 1971 IN BOOK 73 OF MAPS AT PAGE(S) 21, 22 AND 23.

Exhibit "A"
CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

Dated:
April 4, 2011 at 12:00AM

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

CPD Report No.:
SM00006891

Lender's Reference No.:
DC7/LE

Apparent Records Owner:
HUYNH M. LE AND KHIEM D. LE, WIFE AND HUSBAND AS JOINT TENANTS

Property Address:
987 GELLERT BOULEVARD, DALY CITY, CA in the County of SAN MATEO.

Assessor's Parcel No.:
091-601-690-0

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Legal and Vesting
11/17/06

SM00006891

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 9th day of September, 2011, by RODEL TURLA SINGCA, AND JEANIE WONG SINGCA, HUSBAND AND WIFE AS JOINT TENANTS

(GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

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1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation; or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of

easement, associated with aircraft operations in the air or on the ground at SFO, including future increases in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the

general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 9th day of September, 2011.

GRANTORS

[Signature]
RODEL TURLA SINGCA

[Signature]
JEANIE WONG SINGCA

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this 9th day of Sept, in the year 2011, before me TIM AURAN a

Notary Public in and for said State, personally appeared Rodel Turla Singca &
Jeanie Wong Singca

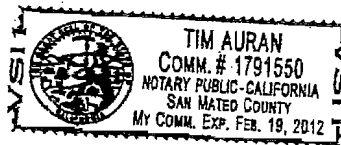
[] personally known to me OR

[X] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

[Signature]

WITNESS my hand and official seal



Notary Public in and for said State

ALL-PURPOSE ACKNOWLEDGMENT

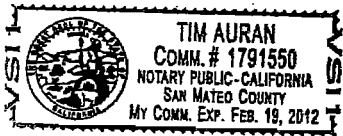
State of California

County of San Mateo } SS.

On Sept. 9, 2011, before me, Tim Auran,
DATE

personally appeared Rodel Turala Singca + Jeanie Wong Singca, 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]
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

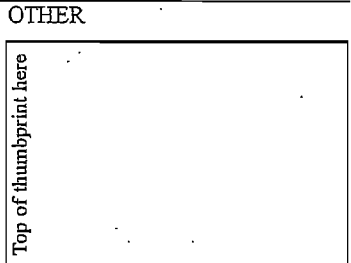
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER



This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

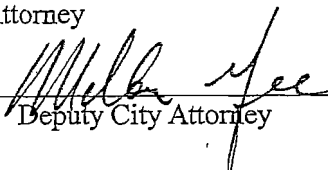
By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"

Property Description

Property Address:

576 GELLERT BOULEVARD, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:

091-456-100

Apparent Legal Description:

CITY OF DALY CITY LOT 10 IN BLOCK 57, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "SERRAMONTE UNIT NO. 10-B", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON SEPTEMBER 21, 1970 IN BOOK 71 OF MAPS, AT PAGES 28 AND 29.

Exhibit "A"

CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006889

Lender's Reference No.:
DC5/SINGCA

Apparent Records Owner:
RODEL TURLA SINGCA, AND JEANIE WONG SINGCA, HUSBAND AND WIFE AS JOINT TENANTS

Property Address:
576 GELLERT BOULEVARD, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:
091-456-100

Apparent Legal Description:
CITY OF DALY CITY

LOT 10 IN BLOCK 57, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "SERRAMONTE UNIT NO. 10-B", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON SEPTEMBER 21, 1970 IN BOOK 71 OF MAPS, AT PAGES 28 AND 29.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 9th day of September, 2011, by YURIY PAVLOV AND LYUDMILA PAVLOVA, HUSBAND AND WIFE, AS JOINT TENANTS

(GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is

336 BARBARA LANE, DALY CITY, CALIFORNIA 94015

B. CITY is the owner and operator of the San Francisco International Airport ("SFO").

C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.

D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of

easement, associated with aircraft operations in the air or on the ground at SFO, including future increases in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the

general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 9th day of September, 20 11.

GRANTORS

Y. Pavlov
YURIY PAVLOV

L. Pavlova
LYUDMILA PAVLOVA

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this 9th day of Sept, in the year 20 11, before me TIM AURAN a

Notary Public in and for said State, personally appeared _____

Lyudmila Pavlova

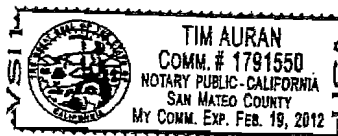
[] personally known to me OR

[] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

[Signature]

WITNESS my hand and official seal



Notary Public in and for said State

ACKNOWLEDGMENT

State of California
County of San Mateo

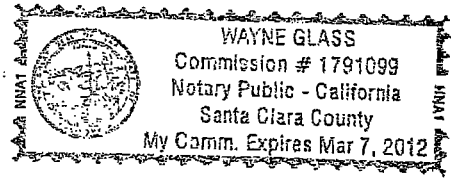
On 09-12-2011 before me, WAYNE GLASS NOTARY PUBLIC
(insert name and title of the officer)

personally appeared VLIRIV PAVLOV
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 Wayne Glass (Seal)



Reference: Grant of Avigation Easement
Document Date: 09-12-2011
Number of Pages: 6

This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By: _____
Deputy City Attorney

**Sign
Here**

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"
Property Description

Property Address:

336 BARBARA LANE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:

091-682-480

Apparent Legal Description:

CITY OF DALY CITY LOT 129, AS DELINEATED UPON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY OF A PORTION OF SERRAMONTE HIGHLANDS BEING A LOT LINE ADJUSTMENT OF LOTS 1 THROUGH 42, 66 THROUGH 134 AND 174 THROUGH 212, AS DESIGNATED ON THE MAP ENTITLED "SERRAMONTE HIGHLANDS", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, CALIFORNIA ON APRIL 25, 1980 IN BOOK 101 OF MAPS AT PAGES 33 THROUGH 37 CITY OF DALY CITY SAN MATEO COUNTY, CALIFORNIA", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON AUGUST 31ST, 1987 IN VOLUME 10 OF LICENSED LAND SURVEYOR'S MAPS, AT PAGES 107, 108 AND 109.

Exhibit "A"

**CHICAGO PIRT DIVISION
Legal and Vesting**

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006885

Lender's Reference No.:
DC2/PAVLOV

Apparent Records Owner:
YURIY PAVLOV AND LYUDMILA PAVLOVA, HUSBAND AND WIFE, AS JOINT TENANTS

Property Address:
336 BARBARA LANE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:
091-682-480

Apparent Legal Description:
CITY OF DALY CITY

LOT 129, AS DELINEATED UPON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY OF A PORTION OF SERRAMONTE HIGHLANDS BEING A LOT LINE ADJUSTMENT OF LOTS 1 THROUGH 42, 66 THROUGH 134 AND 174 THROUGH 212, AS DESIGNATED ON THE MAP ENTITLED "SERRAMONTE HIGHLANDS", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, CALIFORNIA ON APRIL 25, 1980 IN BOOK 101 OF MAPS AT PAGES 33 THROUGH 37 CITY OF DALY CITY SAN MATEO COUNTY, CALIFORNIA", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON AUGUST 31ST, 1987 IN VOLUME 10 OF LICENSED LAND SURVEYOR'S MAPS, AT PAGES 107, 108 AND 109.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 12 day of SEPTEMBER, 2011, by **STANLEY H. SEEGMILLER, AN UNMARRIED MAN AND STREVER H. SEEGMILLER, AN UNMARRIED MAN, AS JOINT TENANTS (GRANTOR)** and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is

321 BARBARA LANE, DALY CITY, CALIFORNIA 94015

B. CITY is the owner and operator of the San Francisco International Airport ("SFO").

C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.

D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of

easement, associated with aircraft operations in the air or on the ground at SFO, including future increases in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

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3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the

general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 12 day of SEPTEMBER, 2011.

GRANTORS



STANLEY H. SEEGMILLER



STREVER H. SEEGMILLER

(STATE OF CALIFORNIA)
(COUNTY OF SAN MATEO)

On this _____ day of _____, in the year 20____, before me _____ a

Notary Public in and for said State, personally appeared _____

personally known to me OR

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:

WITNESS my hand and official seal

Notary Public in and for said State

ACKNOWLEDGMENT

State of California
County of San Mateo)

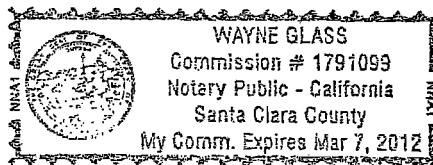
On 09-12-2011 before me, WAYNE GLASS NOTARY PUBLIC
(insert name and title of the officer)

personally appeared STANLEY H. SEEGMILLER, STREVER H. SEEGMILLER,
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 Wayne Glass (Seal)



Reference: Grant of Avigation Easement

Document Date: 09-12-2011

Number of Pages: 6

This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Attachment: Exhibit "A" – Legal Description of Real Property

Exhibit "A"
Property Description

Property Address:

321 BARBARA LANE, DALY CITY, CA in the County of SAN MATEO.

Assessor's Parcel No.:

091-691-610

Apparent Legal Description:

CITY OF DALY CITY LOT 172, AS SHOWN ON THAT CERTAIN MAP ENTITLED,
"SERRAMONTE HIGHLANDS", FILED IN THE OFFICE OF THE COUNTY RECORDER
OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON APRIL 25, 1980 IN BOOK 101
OF MAPS AT PAGES 33 THROUGH 37, INCLUSIVE.

Exhibit "A"

CHICAGO PIRT DIVISION
Legal and Vesting

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006881

Lender's Reference No.:
DC1-SEEGMILLER

Apparent Records Owner:
STANLEY H. SEEGMILLER, AN UNMARRIED MAN AND STREVER H. SEEGMILLER, AN UNMARRIED MAN,
AS JOINT TENANTS

Property Address:
321 BARBARA LANE, DALY CITY, CA in the County of SAN MATEO.

Assessor's Parcel No.:
091-691-610

Apparent Legal Description:
CITY OF DALY CITY

LOT 172, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "SERRAMONTE HIGHLANDS", FILED IN THE
OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON APRIL 25,
1980 IN BOOK 101 OF MAPS AT PAGES 33 THROUGH 37, INCLUSIVE.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City and County of San Francisco
Real Estate Department
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Attn: Amy Brown

GRANT OF AVIGATION EASEMENT

This Grant of Avigation Easement is executed and delivered as of this 9th day of September, 2011, by JOHN TOM AND JOSEPHINE C. TOM, HUSBAND AND WIFE AS JOINT TENANTS

(GRANTOR) and the City and County of San Francisco, a political subdivision of the State of California (CITY or GRANTEE), with reference to the following facts:

Recitals

A. GRANTOR is the owner of that certain property ("Real Property"), legally described in Exhibit "A," attached hereto and incorporated herein by reference, the street address of which is

259 DENNIS DRIVE, DALY CITY, CALIFORNIA 94015

B. CITY is the owner and operator of the San Francisco International Airport ("SFO").

C. GRANTOR has been offered the opportunity to participate in a publicly funded program ("Noise Insulation Program") which will cause changes to be made to GRANTOR's Real Property which may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Real Property. The funding source for said Noise Insulation Program will include funding from the CITY, acting in its proprietary capacity as the owner and operator of the San Francisco International Airport ("SFO"), and may include funding from the United States Government pursuant to 14 Code of Federal Regulations Part 150.

D. CITY requires as a condition precedent to GRANTOR's participation in said Noise Insulation Program the grant by GRANTOR of a permanent non-exclusive easement, rights and servitudes (the "Avigation Easement") in favor of CITY. The Avigation Easement will be recorded by CITY in the chain of title in the County of San Mateo Recorder's Office.

Grant of Avigation Easement

1. Grant. GRANTOR, individually and for the heirs, successors and assigns of GRANTOR, hereby grants, conveys and assigns to CITY and its successors, a perpetual and assignable Avigation Easement in and over the Real Property for the purposes described herein below.

1.1 Passage of Aircraft. The Avigation Easement shall include for the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, of any aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the airspace above and within the vicinity of the Real Property, with such rights of use and passage by aircraft without restriction as to frequency, type of aircraft and proximity to the surface of the Real Property, so long as the exercise of such rights is not in violation of then applicable federal laws governing flight operations.

1.2 Noise and Other Incidental Effects. The Avigation Easement shall include the right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of Real Property, and within all airspace above Real Property, such noise, sounds, vibrations, air currents, illumination, electronic interference and aircraft engine exhaust and emissions, dust, discomfort or other environmental effects incident to aircraft operations, and any and all resulting interference with use and enjoyment, and any consequent reduction in market value, all due to the operation of aircraft to and from SFO upon GRANTOR's Real Property.

1.3 Interference with Air Navigation/Communications. In furtherance of this Avigation Easement, GRANTOR covenants that it will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Real Property to constitute an obstruction to air navigation, or to use or permit the use of Real Property in such a manner as to create electrical or electronic interference with aircraft communications systems, aircraft navigation equipment, or with Federal Aviation Administration, airline, or airport personnel communication with any aircraft.

2. Baseline. The Community Noise Equivalent Level (CNEL) map and boundaries filed for the 4th Quarter, 2008 (hereinafter the "Quarterly Noise Map") with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline level for the GRANTOR's Real Property.

3. Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against CITY, its successors or assigns, for monetary damages or other redress due to impacts, as described in Section 1.2 of the granted rights of

easement, associated with aircraft operations in the air or on the ground at SFO, including future increases in the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

3.1 For Property Located Outside the 65 dB CNEL Boundary. The waiver shall not be in effect for property located outside the 65 CNEL boundary as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds 68 CNEL or higher, and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to be at or lower than 68 dB CNEL.

3.2 For Property Located Within the 65 CNEL Boundary and Higher. The waiver shall not be in effect for property located within the 65 CNEL boundary and higher, as shown on the Quarterly Noise Map, if three (3) of any four (4) quarterly noise report maps, as reported to the State of California, for any calendar year show that the noise level imposed on GRANTOR's Real Property exceeds the baseline CNEL level as stated in Section 2 by more than 3 dB CNEL (68 CNEL and higher), and the waiver shall remain not in effect until two (2) consecutive subsequent quarterly noise report maps show the level of noise to have been no more than 3 dB CNEL greater than the baseline.

3.3. Exceptions. Any change in the noise level, as reported on a quarterly CNEL map for SFO filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which reflects a change in noise level which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause or causes beyond the control of CITY (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on GRANTOR's Real Property for the purposes of this Section 3.

4. Negligent or Unlawful Acts Excepted. This grant of Avigation Easement shall not operate to deprive the GRANTOR, its successors or assigns, of any rights which it may from time to time have against any air carrier or private operator for negligent and/or unlawful operation of aircraft to, from, or in or about SFO, nor does this Avigation Easement include or authorize aircraft landing, explosion, crash, falling objects or other occurrences causing direct physical injury to persons or direct physical damage to property.

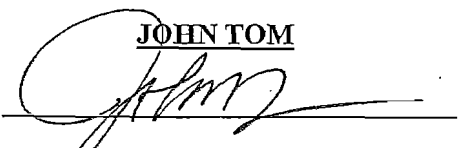
5. Easement Benefit. The Avigation Easement shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the San Francisco International Airport, and shall be deemed in gross, being conveyed to CITY for the benefit of the CITY and any and all members of the

general public who may use said easement, taking off from, landing upon, or operating such aircraft in or about the said SFO, or otherwise flying through the airspace above or in the vicinity of Real Property.

6. Covenants Run with the Land. These covenants and agreements run with the land (Real Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for the benefit of CITY, and its agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 9th day of September, 20 11.

GRANTORS

JOHN TOM



JOSEPHINE C. TOM

(STATE OF CALIFORNIA)
(COUNTY OF SAN MATEO)

On this 9th day of Sept, in the year 2011, before me Tim Auran a

Notary Public in and for said State, personally appeared John Tom & Josephine C. Tom

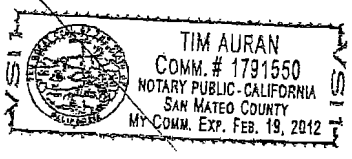
personally known to me OR

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

ATTEST:



WITNESS my hand and official seal



Notary Public in and for said State

ALL-PURPOSE ACKNOWLEDGMENT

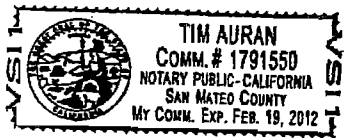
State of California

County of San Mateo } SS.

On September 9, 2011, before me, Tim Auran,
DATE

personally appeared John Tom + Josephine C. Tom, 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.

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

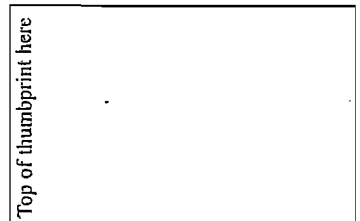
DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER



This is to certify that the Interest in real property conveyed by this deed dated _____ from the first part _____ to the City and County of San Francisco, a California municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Director of Property

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO

By: _____
Mayor

APPROVED AS TO FORM

DENNIS J. HERRERA
City Attorney

By:  _____
Deputy City Attorney

Exhibit "A"

Property Address:

259 DENNIS DRIVE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:

091-263-100

Apparent Legal Description:

LOT 21 IN BLOCK 18, AS SHOWN ON THAT CERTAIN MAP ENTITLED "SERRAMONTE UNIT NO. 5, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON NOVEMBER 21, 1966 IN BOOK 65 OF MAPS AT PAGE(S) 45 AND 46.

Exhibit "A"

**CHICAGO PIRT DIVISION
Legal and Vesting**

DEBBIE BAIONI

C. Kell-Smith & Associates, Inc.
1200 Bayhill Dr., Ste 224
San Bruno, CA 94066

Dated:
April 4, 2011 at 12:00AM

CPD Report No.:
SM00006888

Lender's Reference No.:
DC4/TOM

Apparent Records Owner:
JOHN TOM AND JOSEPHINE C. TOM, HUSBAND AND WIFE AS JOINT TENANTS

Property Address:
259 DENNIS DRIVE, DALY CITY, CA 94015 in the County of SAN MATEO.

Assessor's Parcel No.:
091-263-100

Apparent Legal Description:
LOT 21 IN BLOCK 18, AS SHOWN ON THAT CERTAIN MAP ENTITLED "SERRAMONTE UNIT NO. 5, DALY CITY, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON NOVEMBER 21, 1966 IN BOOK 65 OF MAPS AT PAGE(S) 45 AND 46.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our title plants without reference to or examination of instruments which purport to affect said real property and that Chicago Pirt Division assumes no liability as to the accuracy or completeness of such information. No search has been made for judgments, liens, etc. affecting the names of the apparent record owner.