File No.	121038		Committee Item No.	. '	1	
			Board Item No			

COMMITTEE/BOARD OF SUPERVISORS

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	Contract/Agreement Form 126 – Ethics Commission Award Letter Application Public Correspondence			
OTHER	(Use back side if additional space	is neede	d)	
	heart of Avigation tas	ement		
		ate <u>April (</u> ate	<u>5, 2013 </u>	•

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

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

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

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

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

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

WHEREAS, The Director of Planning, by letter dated May 9, 2012, found that the acquisition of the Avigation Easements is consistent with the City's General Plan and with the Eight Priority Policies of City Planning Code Section 101.1, which letter is on file with the Clerk of the Board of Supervisors under File No. 121038, and which letter is incorporated herein by this reference; and

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

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

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

FURTHER RESOLVED, That the Director of Property and Mayor are hereby authorized and urged, in the name and on behalf of the City and County, to accept the deeds to the easements from the grantors with the terms and conditions of the Easement Agreements, and to take any and all steps (including, but not limited to, the execution and

delivery of any and all certificates, agreements, notices, escrow instructions, closing documents and other instruments or documents) as the Director of Property deems necessary or appropriate in order to consummate the acquisition of the easements pursuant to the Easement Agreement, or to otherwise effectuate the purpose and intent of this Resolution, such determination to be conclusively evidenced by the execution and delivery by the Director of Property of any such documents; and, be it

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

RECOMMENDED:

John Martin us Garage

John Updike 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

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Item 1 De

Department(s):

File 12-1038 San Francisco Airport (Airport)

Department of Real Estate

EXECUTIVE SUMMARY

Legislative Objective

The proposed resolution would (1) approve the acquisition of 30 avigation 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 avigation 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 avigation 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 level (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 avigation 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 avigation 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 avigation 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 avigation easements acquired by the Airport from the property owners.

Table 2: Summary of \$1,481,924 in Estimated Costs of Acquiring 30 Avigation 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 avigation 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
Avigation 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.



John Updike Acting Director of Real Estate RECEIVED -BOARD OF SUPERVISORS SAM FRAMCISCO

2012 OCT 22 AM 9: 33

AK

SFO:

Avigation Easements
San Mateo County



October 18, 2012

/2/038

Through Naomi Kelly, City Administrator

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,

John Updike

Acting Director of Real Estate

cc: Gerardo Fries, SFO, Special Projects

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 12-1077

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 at its meeting of APR 0 3 2012



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

MECHYET

MAY 18 2012

REAL ESTATE DIV.

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 Categorically 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

Memo

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

Reception: 415.558.6378

Fax: 415.558.6409

Planning Information: 415.558.6377

GENERAL PLAN REFERRAL - Case Report

Attachment 1

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 ______ day of ______ SEPTEMBER_, 20]/_, 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 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.
- 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.
- <u>Baseline</u>. 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. <u>Waiver of Legal Actions and Exceptions</u>. GRANTOR, together with its successors in interest and asigns, 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.

- 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 grater 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.

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 1.2 day of
SEPTEMBER, 20 11.
Van GRANTORS GRANTORS
DANIEL CHEIN CATHERINE CHEIN
(STATE OF CALIFORNIA) (COUNTY OF SAN MATEO) On thisday 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

Covenants Run with the Land. These covenants and agreements run with the land (Real

6.

Notary Public in and for said State

ACKNOWLEDGMENT

State of California County of San Mateo)
County of
On 09-12-2011 before me, <u>Volavaie Class Notary Purill</u> (Insert name and title of the officer)
personally appeared <u>PANIFI CHEIN</u> , <u>CATHERINE CHEIN</u> , 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. WAYNE GLASS Commission # 1,79 1099 Notary Public - California Santa Clara County My Comm. Expires Mar 7, 2012

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	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	
order of its Board of Supervisors' Resolution	By:
No. 18110, Series of 1939, approved August 7,	Mayor
1957, and the grantee consents to recordation	
thereof by its duly authorized officer.	
	APPROVED AS TO FORM
Dated:	DENNIS J. HERRERA
	City Attorney
Bv:	1/1/1
•	By: /////// 2 2
	Deputy City Attorney
By: Director of Property	City Attorney By: Mala A
	/

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.

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

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 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.
- 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 <u>Interference with Air Navigation/Communications</u>. 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.
- <u>Baseline</u>. 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. <u>Waiver of Legal Actions and Exceptions</u>. GRANTOR, together with its successors in interest and asigns, 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.

- effect 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 grater 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. <u>Negligent or Unlawful Acts Excepted</u>. 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. <u>Covenants Run with the Land</u> . These covenants and agreements run wi	th the land (Real
Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR	R who acquires
any estate or interest in or right to use Real Property shall be bound by this Avigation Ea	asement for the
benefit of CITY, and its agents, successors and assigns.	
IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 1	7th day of
September, 201Z.	
GRANTORS	
hea Oriston	
Allen Orwitz, Co-Trustee of The Allen Orwitz and Lea Orwitz Allen Orwitz and Lea Orwitz Allen Orwitz and Lea Orwitz	
Revocable Trusts Revocable Trusts	
Bann tisle Shirting Carles	*.
Benjamin D. Eisler, Co-Trustee of the Eisler Revocable Trust 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) the within instrument, and acknowledged to me that he/she/they executed the same in his authorized capacity(ies), and that by his/her/their signature(s) on the instrument the persontity upon behalf of which the person(s) acted, executed the instrument.	s/her/their
ATTEST:	
WITNESS my hand and official seal	
Notary Public in and for said State	

County of SAN FRANCISCO On SEPTEMBER 19, 2012 before me, JONI PRASETIVO NOTARY POBLIC Here Insert Name and Title of the Officer Dersonally appeared ALLEN ORWITZ, LEA ORWITZ, SHIPLEY ELAINE EISL BENDAMIN DAVID EISLER who proved to me on the basis of satisfact evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowled to me that he/she/they executed the same pis/firefritheir authorized capacity(ies), and that pis/he/fitheir signature(s) on the instrument person(s) acted, executed the instrument person(s) acted, executed the instrument. JONI PRASETIVO Commission # 1966139 Motary Public - California San Francisco County My Comm. Expires Jan 9, 2016 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 Title or Type of Document Title or Type of Document Corporate Officer — Title(s): Signer's Name: Corporate Officer — Title(s): Individual RIGHT THUMBERINT OF SIGNER OPSIGNER Individual RIGHT THUMBERINT OF SIGNER Description of Attached Document Individual RIGHT THUMBERINT OF SIGNER Description of Sance (Signer's Name) Corporate Officer — Title(s): RIGHT THUMBERINT OF SIGNER Description of Sance (Signer's Name)	State of California	
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Notary Public - California San Francisco County My Comm. Expires Jan 9, 2016 Signature: Signature of Notary Public		Licertify under PENALTY OF PERJURY under the
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Document Date:	Though the information below is not required by and could prevent fraudulent removal	law, it may prove valuable to persons relying on the document
Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Other:	Though the information below is not required by and could prevent fraudulent removal Description of Attached Document	law, it may prove valuable to persons relying on the document
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Other:	Though the information below is not required by and could prevent fraudulent removal Description of Attached Document	v law, it may prove valuable to persons relying on the document I and reattachment of this form to another document.
Signer's Name: Corporate Officer — Title(s): Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer's Name: Partner — Title(s): RIGHT THUMBPRINT OF SIGNER Top of thumb here Gardian or Conservator Other:	Though the information below is not required by and could prevent fraudulent removal Description of Attached Document Title or Type of Document:	v law, it may prove valuable to persons relying on the document I and reattachment of this form to another document.
Corporate Officer — Title(s): Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Officer — Title(s): Corporate Officer — Title(s): Individual Partner — Limited General Top of thumb here Guardian or Conservator Other: Other:	Though the information below is not required by and could prevent fraudulent removal Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above:	v law, it may prove valuable to persons relying on the document I and reattachment of this form to another document.
Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Individual Partner — Limited General Attorney in Fact Guardian or Conservator Other:	Though the information below is not required by and could prevent fraudulent removal Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s)	law, it may prove valuable to persons relying on the document of and reattachment of this form to another document. Number of Pages:
☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Other: ☐ OF SIGNER ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Guardian or Conservator ☐ Other: ☐ Other: ☐ Other:	Though the information below is not required by and could prevent fraudulent removal Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name:	law, it may prove valuable to persons relying on the document of and reattachment of this form to another document. Number of Pages: Signer's Name:
☐ Partner — ☐ Limited ☐ General Top of thumb here ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Other:	Though the information below is not required by and could prevent fraudulent removal Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s):	Alaw, it may prove valuable to persons relying on the document of and reattachment of this form to another document. Number of Pages: Signer's Name: Corporate Officer — Title(s):
☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Other:	Though the information below is not required by and could prevent fraudulent removal Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s):	Alaw, it may prove valuable to persons relying on the document of and reattachment of this form to another document. Number of Pages: Signer's Name: Corporate Officer — Title(s): PRINT Hadividual RIGHT THUMBPRINT OF SIGNER
☐ Guardian or Conservator ☐ Other: ☐ Other:	Though the information below is not required by and could prevent fraudulent removal prescription of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Individual	A law, it may prove valuable to persons relying on the document of and reattachment of this form to another document. Number of Pages: Signer's Name: Corporate Officer — Title(s): PRINT HUMBPRINT OF SIGNER
Other:	Though the information below is not required by and could prevent fraudulent removal and could prevent fraudulent removal prescription of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Individual Partner — Limited General Top of thumb	Alaw, it may prove valuable to persons relying on the document of and reattachment of this form to another document. Number of Pages:
Other:	Though the information below is not required by and could prevent fraudulent removal and could prevent fraudulent fraudulen	Signer's Name: Corporate Officer — Title(s): PRINT Individual Partner — Limited General Top of thumb here
	Though the information below is not required by and could prevent fraudulent removal and could prevent fraudulent fraudulen	Signer's Name: Corporate Officer — Title(s): PRINT Hadividual Partner — Limited General Top of thumb here
Signer Is Representing: Signer Is Representing:	Though the information below is not required by and could prevent fraudulent removal and could prevent fraudulent fraudulen	Signer's Name: Corporate Officer — Title(s): PRINT Individual Right Thumbprint Of Signer Top of thumb here Guardian or Conservator Guardian or Conservator Guardian or Conservator Guardian or Conservator Country in Fact Guardian or Conservator Guardian or Conservator Country in Fact Country in
	Though the information below is not required by and could prevent fraudulent removal and could prevent fraudulent fraudulen	Signer's Name: Corporate Officer — Title(s): PRINT Individual Right Thumbprint Of Signer Top of thumb here Guardian or Conservator Guardian or Conservator Guardian or Conservator Guardian or Conservator Country in Fact Guardian or Conservator Guardian or Conservator Country in Fact Country in
	Though the information below is not required by and could prevent fraudulent removal and could prevent fraudulent removal prescription of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:	Signer's Name: Corporate Officer — Title(s): PRINT Hadividual Partner — Limited General Top of thumb here Guardian or Conservato Other:
	Though the information below is not required by and could prevent fraudulent removal and could prevent fraudulent removal prescription of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:	Signer's Name: Corporate Officer — Title(s): PRINT Hadividual Partner — Limited General Top of thumb here Guardian or Conservato Other:
Actional Notary Association • NationalNotary.org • 1-800-US NOTARY (1-800-878-6827)	Though the information below is not required by and could prevent fraudulent removal and could prevent fraudulent removal prescription of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:	Signer's Name: Corporate Officer — Title(s): PRINT Hadividual Partner — Limited General Top of thumb here Guardian or Conservato Other:

This is to certify that the Interest is conveyed by this deed dated from the first part and County of San Francisco, a C municipal corporation, is hereby a order of its Board of Supervisors' No. 18110, Series of 1939, approx 1957, and the grantee consents to thereof by its duly authorized office.	_ to the City alifornia accepted by Resolution ved August 7, recordation		
Dated:			•
By:			v.
Director of Property			
		GRANTEE: CITY AND COUNT SAN FRANCISCO	Y OF

APPROVED AS TO FORM

Mayor

DENNIS J. HERRERA

City Attorney

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

C. Kell-Smith & Associates, Inc. 1200 Bayhill Dr., Ste 224 San Bruno, CA 94066 Dated: April 4, 2011 at 12:00AM

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 III

AN UNDIVIDED INTEREST IN THE COMMON AREA AND APPURTENANT EASEMENTS.

The feregoing 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 purpor to affect said real properly and that Chicago Pin Division assumes no itability as to the accuracy or completeness of such information. No search has been made for judgments, fiens, etc. affecting the names of the apparent record owner.

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

OLD REPUBLIC TITLE CO. 03/02/2006 08:00 PTP RECORDING FEE: 25.00 PAID 2006024764

OFFICIAL RECORDS OF SONOMA COUNTY EEVE T. LEWIS

P



Escrow No.: 0811008945-JC

APN: 012-301-007

Statement of Partnership

To be recorded in Sonoma County

OEC ្ន

RECORDING REQUESTED BY:

Allen Orwitz

AND WHEN RECORDED RETURN TO:

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

YOLO Co Recorder's Office Tony Bernhard, County Recorder

DC - 94-0035814-00

Check Number 1405 REOD BY TWIN PEAKS SALES CO Friday, DEC 02, 1994 13:34:09

Nbr-0000001317 \$22.00 Tt1 Pd

KIM/R1/6

AMENDED AND RESTATED STATEMENT OF PARTNERSHIP

The undersigned partnership declares and states that:

- The name of this partnership is Twin Peaks Sales Company. This Amended and Restated 1. 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.
- The names of each of its partners are:
 - 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;
 - Eisler Revocable Trust (U/A/D May 16, 1980 and Amended and Restated February Ъ. 16, 1993) having Benjamin D. Eisler and Shirley E. Eisler as Co-Trustees;
 - Kim Orwitz Rosen; C.
 - đ. Michael S. Orwitz;
 - Staci Eisler, and e.
 - £ Michael Eisler.
- 3. The partners named are all the partners of the partnership.
- 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.

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

TWIN PEAKS SALES COMPANY

Ву:

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

Ву:

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

By:

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

Ву:

Kim Orwitz-Rosen

By:

MichaehS. Orwitz

By:`

Staci Eisler

By:

Violand Fisher

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: Sea Orwitz

By: Sea Orwitz

By: Senjamin D. Eisler

By: Shirley E. Eisler

By: Kun Orwitz Rosen

By: Michael S. Orwitz

By: Staci Eisler

Ву:

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)	
COUNTY OF SAN FRANCISCO)	SS

On this <u>IP</u> day of November, 1994, before me appeared Allen Orwitz and Lea Orwitz personally and who are personally known to me (expressed 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.



Ignes Fatricia R futty
Notary in and for the State of
California

My commission expires:

July 15,1998

ACKNOWLEDGEMENT

STATE OF California) ss.

On this 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 & Sentos Notary in and for the State of California

My commission expires:

July 15, 1998

035814 DEC-2#

U358-4 DEC-24

ACKNOWLEDGEMENT

STATE OF	v-ann)	
COUNTY OF	Kurk)	SS

On this 22 day of Notes, 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)

Notary in and for the State of

My commission expires:

My commission expires Nov. 24, 1996

ACKNOWLEDGEMENT

STATE OF	e mass)	
COUNTY OF _	ICNOX	_)	SS

On this 2 day of Move 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)

Notary in and for the State of

My commission expires:

My commission expires Nov. 24, 1996

ACKNOWLEDGEMENT

STATE OF CALIFORNIA	٠.)	
)	- 55
COUNTY OF SAN FRANCISCO		`)	

On this Alday of Inventur, 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)



Lights Patricis of Senton Notary in and for the State of California

My commission expires:

July 15, 1998

ACKNOWLEDGEMENT

STATE OF California
COUNTY OF Jan Francisco

SS.

On this day of hatter, 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 MATRICIA R. SANTOS
COMM. # 1657483.
Notary Public — California
SAN FRANCISCO COUNTY
My Comm. Expires JUL 15, 1998

otary in and for the State of

My commission expires:

July 15, 1998

-6-

35814 DEC-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 A	vigation Easeme	ent is executed and deliv	ered as of this	16 th day of
Se	ptember	, 20 <u>11</u> , by	SUDIP S. BARMAN	AND ISHITA	S. BARMAN,
HUSB	RAND WIFE AS	JOINT TENAN	ITS		

(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 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. <u>Grant</u>. 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 <u>Noise and Other Incidental Effects</u>. 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 <u>Interference with Air Navigation/Communications</u>. 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.
- <u>Baseline</u>. 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. <u>Waiver of Legal Actions and Exceptions</u>. GRANTOR, together with its successors in interest and asigns, 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.

- 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 grater 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. <u>Negligent or Unlawful Acts Excepted</u>. 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. <u>Easement Benefit</u>. 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.

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 **b** day of September, 2011. **GRANTORS** ISHITA S. BARMAN SUDIP 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:

Notary Public in and for said State

WITNESS my hand and official seal

This is to certify that the Interest in real property	
conveyed by this deed dated	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	
order of its Board of Supervisors' Resolution	Ву:
No. 18110, Series of 1939, approved August 7,	Mayor
1957, and the grantee consents to recordation	
thereof by its duly authorized officer.	
	APPROVED AS TO FORM
Dated:	DENNIS J. HERRERA
	City Attorney
By:	1111 00
Director of Property	By: // Weller Mee
	Deputy City Attorney

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



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
County of San Mateo	$-\int_{\lambda}$
County of San Matco On Sept. 16 2011 before me, Ma	Here Insert Name and Title of the Officer
personally appeared <u>Sudip</u> S Ba	Yman and Ishifa S. Name(s) of Signer(s)
Barman.	
MAHENDRA S. PATEL in COMM. #1857314 w. NOTARY PUBLIC - CALIFORNIA SAN MATEO COUNTY My Comm. Expires July 10, 2013	the proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the eithin instrument and acknowledged to me that the e/she/they executed the same in his/her/their authorized apacity(ies), and that by his/her/their signature(s) on the estrument the person(s), or the entity upon behalf of thich the person(s) acted, executed the instrument. Certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is use and correct.
V	VITNESS my hand and official seal.
	ignature Makendre S. Petse (NOT)
Though the information below is not required by law, it may and could prevent fraudulent removal and reating	av prove valuable to persons relying on the document
Description of Attached Document	+ Aviation Eastment
Title or Type of Document:	+ Aviation Eastment
Document Date: 9 16 11	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's Representing:	Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact OF SIGNER 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



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.: 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.

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

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 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. 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.
- 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 <u>Interference with Air Navigation/Communications</u>. 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.
- <u>Baseline</u>. 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. <u>Waiver of Legal Actions and Exceptions</u>. GRANTOR, together with its successors in interest and asigns, 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.

- 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 grater 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. <u>Covenants Run with the Land</u>. 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.

	+f
	IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 2 day of
,	September, 2011.
	SURESH SARUP GRANTORS INDERJIT GILL SARUP
	SURESH SARUP/
	(STATE OF CALIFORNIA)
	(COUNTY OF SAN MATEO)
	On this 18th day of September in the year 2011, 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:

WITNESS my hand and official seal

CALIFORN IA
Notary Public in and for said State

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of <u>CALIFORNIA</u>)	
County of ALAMEDA)	
County of	
On 9/8/11 before me, H	ARISH C. REDDY
nersonally appeared SIRESU SA	(here insert name and the of the officer)
personally appeared JUNEST 17	<u> </u>
11 1	ne basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrume	ent and acknowledged to me that he/she/they executed the nd that by his/her/their signature(s) on the instrument the
ADDITIONAL O	PTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT	Any acknowledgment completed in California must contain verbiage exactly as appears above in the natary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a
(Title or description of attached document)	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
(Title or description of attached document continued)	document carefully for proper notarial wording and attach this form if required.
Number of Pages Document Date	 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.
(Additional information)	 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 notanization.
CAPACITY CLAIMED BY THE SIGNER ☐ Individual (s) ☐ Corporate Officer	 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.
(Title) □ Partner(s)	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

Securely attach this document to the signed document

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).

the county clerk.

Attorney-in-Fact

☐ Trustee(s)

☐ Other_

CALIFORNIA ALL-PURPOSE CEDTIFICATE OF ACKNOWLED CMENT

CENTIFICATE	OF ACIMOWLEDGMENT
State of <u>CALIFORNIA</u>)	
County of ALIAMEDA)	
On 9/18/11 before me, HA	HUSH C. REDDY (here insert name and title of the officer)
personally appeared	T GILL
name(s) is/are subscribed to the within instru	HARISH C. RECOV
WITNESS my hand and official seal.	Commission # 1798401 Notary Public - California San Mateo County My Comm. Expless Apr 15, 2012
Alled du -	
Signature of Notary Public	(Seal)
ADDITIONAL	OPTIONAL INFORMATION
ADDITIONAL	INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT	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
(Title or description of attached document)	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
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CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer	notarization. • Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /a=e) 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
(Title) ☐ Partner(s) ☐ Attorney-in-Fact ☐ Trustee(s)	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.
Other	 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	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	
order of its Board of Supervisors' Resolution	By:
No. 18110, Series of 1939, approved August 7,	Mayor
1957, and the grantee consents to recordation	
thereof by its duly authorized officer.	
	APPROVED AS TO FORM
Dated:	DENNIS J. HERRERA
	City Attorney
By:	
Director of Property	By: //let bu Nec
	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

Dated:

April 4, 2011 at 12:00AM

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

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:

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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

(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").
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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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- 4. <u>Negligent or Unlawful Acts Excepted</u>. 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.
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<u>Coveriants Run with the Land</u> . 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.	
DI WITTIEGO WITTEDFOR I	
IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 24 day of	
SEPTEMBER, 20 11.	•
GRANTORS	
0.00	
terf July Jiany	
RAYMOND FUNG LILY Q. LIANG	
See ATTAR	17 Y
(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	
I proved to me on the basis of satisfactory evidence to be the person(s) whose person(s) subscribed to	
[] 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	٠
Notary Public in and for said State	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of San Mater	
On September 24th before me,	Jahendre S. Patel (Nota, Publis.
personally appeared Raymond	Here Insert Name and Title of the Officer Fung and LiLV ().
Liana.	Name(s) of Signer(s)
MAHENDRA S. PATEL COMM. #1857314 COMM SAN MATEO COUNTY My Comm. Expires July 10, 2013	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 be/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. Certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is the and correct.
V	VITNESS my hand and official seal.
	MI 1 20+ C/1
r lace hotaly Seal Above	ignature (Value of Notary Public Signature of Notary Public Rush
Though the information below is not required by law, it may and could prevent fraudulent removal and reatt	PV Drove valuable to persons relying on the desument
Description of Attacked Description	
Title or Type of Document:	Number of Pages: 6
Document Date: 09/24/1/	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 Representing: Signer Representing:	Signer's Name: Individual Corporate Officer Title(s): Partner Limited General Attorney in Fact OFSIGNER Trustee Guardian or Conservator Other: Signer Is Representing:

I his is to certify that the interest in real property	
conveyed by this deed dated	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	
order of its Board of Supervisors' Resolution	By:
No. 18110, Series of 1939, approved August 7,	Mayor
1957, and the grantee consents to recordation	
thereof by its duly authorized officer.	
	APPROVED AS TO FORM
Dated:	DENDUCT TEXTS OF A
Dated.	DENNIS J. HERRERA
By:	City Attorney
Director of Property	n 5117 200
Director of Property	By: July 1
	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.

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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

046
This Grant of Avigation Easement is executed and delivered as of this day of
September ,20/, 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 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. 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.
- 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.
- <u>Baseline</u>. 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 asigns, 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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6. <u>Covenants Run with the Land</u>. 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.

	JL.
IN WITNESS WHEREOF, the parties	have caused this agreement to be executed this 2 day of
Septembea, 2011.	
	CD ANTODO
Allana	GRANTORS
LARAH DELARA	
<u></u>	
(STATE OF CALIFORNIA)	
(COUNTY OF SAN MATEO) On this 2 day of Sept,	sonally appeared $\frac{1}{Larah}$ De $\frac{1}{Larah}$ a
Notary Public in and for said State, pers	sonally appeared / Larah De Lara
[] personally known to me OR	
the within instrument, and acknowledge	actory evidence to be the person(s) whose name(s) subscribed to ed to me that he/she/they executed the same in his/her/their s/her/their signature(s) on the instrument the person(s), or the s) acted, executed the instrument.
ATTEST:	
- De Kurf	TIM AURAN COMM, # 1791550 NOTARY PUBLIC: GALIFORNIA U)
WITNESS my hand and official seal	SAN MATEO COUNTY MY COMM. EXP. FEB. 19, 2012 T
Notary Public in and for said State	

ALL-PURPOSE ACKNOWLEDGMENT

LL-PURPOSE ACKNOWLEDGMENT	~~~~
Clata of California	
State of California	· SS.
County of Jan Mates	1 -1
On Sept. 9, 2011, before me,	SS. Auran Mo proved to me on the
DATE	with a provided to me on the
personally appeared Lanah 1/e2	, who proved to me on the
basis of satisfactory evidence to be the person(s) to the person to the p	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.
r en	
	NOTARY'S SIGNATURE
).)	
PLACE NOTARY SEAL IN ABOVE SPACE	TATEODMATION
	L INFORMATION
The information below is optional. However, it most of this form to an unauthorized document.	ay prove valuable and could prevent fraudulent attachment
`	THE CONTROL OF THE CITY DOCUMENT
CAPACITY CLAIMED BY SIGNER (PRINCIPAL)	DESCRIPTION OF ATTACHED DOCUMENT
) [] INDIVIDUAL	TITLE OR TYPE OF DOCUMENT
CORPORATE OFFICER TITLE(S)	
)	
)	NUMBER OF PAGES
TRUSTEE(S) GUARDIAN/CONSERVATOR	
OTHER:	DATE OF DOCUMENT
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<u> </u>	OTHER
SIGNER (PRINCIPAL) IS REPRESENTING:	here
NAME OF PERSON(S) OR ENTITY(IES)	RIGHT
}	RIGHT THUMBPRINT OF SIGNER 5
\(\rightarrow\)	SIGNER &
	DICINEIX 12

This is to certify that the Interest in real prop	erty
conveyed by this deed dated	GRANTEE:
from the first part to the Cit	Y CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	
order of its Board of Supervisors' Resolution	
No. 18110, Series of 1939, approved August	
1957, and the grantee consents to recordation	
thereof by its duly authorized officer.	
·	APPROVED AS TO FORM
Dated:	DENNIS J. HERRERA
	City Attorney
By:	11/1/
Director of Property	By: ///de i ee
	Deputy City Attorney

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

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, DALYCITY, 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.

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:

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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.

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

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 Unites States Government pursuant to 14 Code of Federal Regulations Part 150.
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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 $\frac{9}{4}$ day of September , 20 11. GRANTORS A (STATE OF CALIFORNIA) (COUNTY OF SAN MATEO) On this 9th day of Sept, in the year 2011, before me Tim Augan 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: TIM AURAN WITNESS my hand and official seal

Covenants Run with the Land. These covenants and agreements run with the land (Real

6.

Notary Public in and for said State

ALL-PURPOSE ACKNOWLEDGMENT

LL-FUNI OSE ACINIO WELLS GREEK	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
State of California	
State of Camorina	· SS.
County of Jan / lates	
On <u>Sept. 9, 2011</u> , before me, _	TIM HURAN
personally appeared Jack Ka Wai Yu +	ANN Wai Chi Law Yu, who proved to me on the
	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
	NOTAKI BUGIAN OK
PLACE NOTARY SEALIN ABOVE SPACE OPTIONAL The information below is optional. However, it may of this form to an unauthorized document.	L INFORMATION ay prove valuable and could prevent fraudulent attachment
∤	PROCESSED OF ATTACHED DOCUMENT
CAPACITY CLAIMED BY SIGNER (PRINCIPAL)	DESCRIPTION OF ATTACHED DOCUMENT
) INDIVIDUAL	TITLE OR TYPE OF DOCUMENT
CORPORATE OFFICER	
PARTNER(S) ATTORNEY-IN-FACT	
ATTORNEY-IN-FACT TRUSTEE(S)	NUMBER OF PAGES
)	
OTHER:	DATE OF DOCUMENT
X	
×	OTHER
8	OTHER
SIGNER (PRINCIPAL) IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	RIGHT turing to the state of th
	SIGNER to the second se

This is to certify that the Interest in real property	
conveyed by this deed dated	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	
order of its Board of Supervisors' Resolution	By:
No. 18110, Series of 1939, approved August 7,	Mayor
1957, and the grantee consents to recordation	•
thereof by its duly authorized officer.	
	APPROVED AS TO FORM
Dated:	DENNIS J. HERRERA
	City Attorney
By:	11111
Director of Property	By: Malke May
— marijan a n marij an g	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.

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:

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

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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

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 - 755 WALNUT STREET, SAN BRUNO, CALIFORNIA 94066
 - B. CITY is the owner and operator of the San Francisco International Airport ("SFO").
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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.
DINUTEDECE A CALL LA
IN WITNESS WHEREOF, the parties have caused this agreement to be executed this <u>12</u> day of
SEPTEMBER, 20 11.
JOHN SWENDSEN GRANTORS CAROL LU-SWENDSEN
STEVEN MICHAEL SABIK Commission # 1818405
Notary Public - California San Mateo County
(STATE OF CALIFORNIA) My Comm. Expires Oct 19, 2012
(COUNTY OF SAN MATEO)
On thisday of, in the year 20, before mea
Notary Public in and for said State, personally appeared
Notary Fublic 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 Dublis in and for said State

Covenants Run with the Land. These covenants and agreements run with the land (Real

ACKNOWLEDGMENT

State of California County of San Mater	0)	
On 09-12-2011	before me, Wayne CLASS Nothey Public (insert name and title of the office	3/1C
	(insert name and title of the office	r)
personally appeared <u>Ja</u>	SHN SWENDSEN	
who proved to me on the basi	is of satisfactory evidence to be the person(s) whose nar	me(s) is/are
subscribed to the within instru his/her/their authorized capac	nment and acknowledged to me that he/she/they execute city(ies), and that by his/her/their signature(s) on the instr behalf of which the person(s) acted, executed the instrur	ument the
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subscribed to the within instruhis/her/their authorized capaciperson(s), or the entity upon the light certify under PENALTY OF paragraph is true and correct.	ument and acknowledged to me that he/she/they executed city(ies), and that by his/her/their signature(s) on the instruction of which the person(s) acted, executed the instruction of which the person of the State of California that the control of t	ument the nent. the foregoing GLASS # 1791099 - California

Reference: Grant of Avigation Easement

Document Date: 09-12-2011

Number of Pages: 6

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of SAN MARCO	
On 9.13.11 before me,	STEERS SASIK- WOOTES PUBLIC
Date Delore me,	Here Insert Name and Title of the Officer
personally appeared CARDL 1	D-SURNDSED
	Name(s) of Signer(s)
·	
STEVEN MICHAEL SABIK	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.
Commission # 1818405 Notary Public - California	certify under PENALTY OF PERJURY under the laws
San Mateo County	of the State of California that the foregoing paragraph is
My Comm. Expires Oct 19, 2012	true and correct.
	WITNESS my hand and official seal.
	With Loo my hand and official seal.
Place Notes Carl Above	Signature
Place Notary Seal Above OPTIC	Signature of Notary Public
Though the information below is not required by law, it re and could prevent fraudulent removal and rea	
Description of Attached Document	
Title or Type of Document:	
	Number of D
	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
□ Individual	☐ Individual
□ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
Attorney in Fact	☐ Attorney in Fact OF SIGNER
☐ Trustee ☐ Guardian or Conservator	□ Trustee
☐ Other:	☐ Guardian or Conservator ☐ Other:
	U Outol.
Signer Is Representing:	Signer Is Representing:

This is to certify that the Interest in real property conveyed by this deed dated	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California municipal corporation, is hereby accepted by	SAN FRANCISCO
order of its Board of Supervisors' Resolution	Ву:
No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation	Mayor
thereof by its duly authorized officer.	
	APPROVED AS TO FORM
Dated:	DENNIS J. HERRERA
Dro	City Attorney
By: Director of Property	By: Mella yee
	Deputy City Attorney

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

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.

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.

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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

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 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.
- 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.
- <u>Baseline</u>. 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 asigns, 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.

- effect 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 grater 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. <u>Negligent or Unlawful Acts Excepted</u>. 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. <u>Easement Benefit</u>. 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. Th	nese covena	nts and agre	ements run	with the land (Real
Property) in p	perpetuity and any grante	e, heir, agen	t, successor,	, assign of th	ne GRANTO	OR who acquir	es
any estate or i	interest in or right to use	Real Proper	ty shall be b	ound by thi	s Avigation	Easement for	the
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IN WITNESS	WHEREOF, the parties	s have caused	d this agreer	nent to be en	xecuted this	<u>12</u> day of	
SEPTEM	BER, 20]].						
		GR	ANTORS				
Buch	el Flody	_		<u> </u>			
BENEDICTO	F. RODRIGUEŽ						
·	· ·						
		-				-	
(STATE OF C	CALIFORNIA)						
(COLDITY O	F SAN MATEO)			·	•		
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On the Notary Public [] personally [] proved to	is day of in and for said State, pe known to me OR me on the basis of satisf	rsonally appo	eared	e person(s) v	vhose name	 (s) subscribed	to
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ACKNOWLEDGMENT

State of California County ofSan Mate	eo)	
On 09-12-2011	before me, <u>Wayne</u> (insert	CLASS NOTARY PUBLIC name and title of the officer)
who proved to me on the ba subscribed to the within inst his/her/their authorized capa	rument and acknowledged to nacity(ies), and that by his/her/th	be the person(s) whose name(s) is/are ne that he/she/they executed the same in heir signature(s) on the instrument the acted, executed the instrument.
person(s), or the entity upon	bondii or milon the percente)	
	PERJURY under the laws of	the State of California that the foregoing

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	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	
order of its Board of Supervisors' Resolution	By:
No. 18110, Series of 1939, approved August 7,	Mayor
1957, and the grantee consents to recordation	·
thereof by its duly authorized officer.	
	APPROVED AS TO FORM
Dated:	DENNIS J. HERRERA
	City Attorney
By:	
Director of Property	By: // like yet
	Deputy City Attorney
	· *

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

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.

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:

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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 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 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. <u>Grant</u>. 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.
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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.
- <u>Baseline</u>. 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. <u>Waiver of Legal Actions and Exceptions</u>. GRANTOR, together with its successors in interest and asigns, 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. <u>Negligent or Unlawful Acts Excepted</u>. 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 p	erpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquires
any estate or i	interest in or right to use Real Property shall be bound by this Avigation Easement for the
benefit of CIT	Y, and its agents, successors and assigns.
IN WITNESS	WHEREOF, the parties have caused this agreement to be executed this 23 day of
November	<u></u>
Martin F. 1	GRANTORS LABAGH CORRAM. Feligh DONNA M. LABAGH
(STATE OF C	CALIFORNIA)
(COUNTY OF	F SAN MATEO)
On this	s day of, in the year 20, before me a
Notary Public	in and for said State, personally appeared
[] personally	known to me OR
the within instrauthorized capa	me on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to rument, and acknowledged to me that he/she/they executed the same in his/her/their acity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the half of which the person(s) acted, executed the instrument.
ATTEST:	
WITNESS my	hand and official seal
Notary Public i	n and for said State
	See Attenched New (A tek

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 11/23 /2011 before me, Daks	ha Patel, Notary public (Here insert name and title of the office)
personally appeared Mastin F Lat	eagh And Johna M. Labagh -
the within instrument and acknowledged to me the	dence to be the person(s) whose name(s) is/are subscribed to not he/she/they executed the same in his/her/their authorized on the instrument the person(s), or the entity upon behalf of it.
I certify under PENALTY OF PERJURY under the strue and correct.	ne laws of the State of California that the foregoing paragraph
WITNESS my hand and official seal. Daks La Patel Signature of Notary Public	DAKSHA PATEL COMM. # 1826603 NOTARY PUBLIC CALIFORNIA SAN MATED COUNTY MY COMM. EXP. DEC. 12, 2012
DESCRIPTION OF THE ATTACHED DOCUMENT Gaant of Augalian (Title or description of attached document) Ealement— (Title or description of attached document continued) Number of Pages 1 Document Date 1/23/11	PTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in Colifornia must contain verbinge exectly at appears above in the notary section or a separate acknowledgment form must be properly completed and attached to itsel document. The only exception as if a document is to be recorded outside of Colifornia. In such insteames, any alternative acknowledgment verbings as may be primed on such a document so long as the verbings does not require the notary to do something that is illegal for a notary in Colifornia (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.
CAPACITY CLAIMED BY THE SIGNER Hodividual (s)	 Date of notarization must be the date that the signeds) 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 signed(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 taw) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s) Other	 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 pennils, 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

State of California

County of San mateo

This is to certify that the Interest	in real property	
conveyed by this deed dated		GRANTEE:
from the first part	to the City	CITY AND COUNTY OF
and County of San Francisco, a C	California	SAN FRANCISCO
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		By:
		Mayor
thereof by its duly authorized off		
	•	APPROVED AS TO FORM
		APPROVED AS TO FORM
Dated:		DENNIS J. HERRERA
		City Attorney
By:		111/10
Director of Property	· ·	By: //Mills we
		Deputy City Attorney

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

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.

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.

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

*	TT1: C		t is executed and d	alistand og of thi	944	day of	
,	This Grant of Av	igation Easemen	t is executed and d	envered as of thi	s <u>/</u>	uay or	
Sept	emben	_, 20 <u>//</u> _, by SA I	M SY LAM AND	RU XIN WANG	G, AS TRU	STEES OF	THE
LAM/V	VANG FAMILY	TRUST, U.D.T	. ("UNDER DEC	LARATION OF	TRUST"	, DATED	
APRIL	3, 2006 (GRAN	OR) and the Cit	y and County of S	an Francisco, a p	olitical sub	division of t	he
State of	California (CIT)	or GRANTEE).	, with reference to	the following fac	ts:		

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 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.
- 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.
- <u>2.</u> <u>Baseline</u>. 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. <u>Waiver of Legal Actions and Exceptions</u>. GRANTOR, together with its successors in interest and asigns, 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.

- effect 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.
- be in effect 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 grater 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. <u>Negligent or Unlawful Acts Excepted</u>. 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. <u>Covenants Run with the Land</u>. 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 $\frac{941}{2}$ day of
September, 20 11.
GRANTORS
SAM SY LAM RU XIN WANG
Lam Lan Rewary
(STATE OF CALIFORNIA)
(COUNTY OF SAN MATEO) On this $\frac{5 + 2}{2}$ day of $\frac{5 + 2}{2}$, in the year 20 //, before me $\frac{1}{1}$ Auran a
Notary Public in and for said State, personally appeared fam sy Lam 4
Ru XIN WONE
[] 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:
WITNESS my hand and official seal
Notary Public in and for said State

ACKNOWLEDGMENT State of California County of _____San Mateo On 09-09-2011 personally appeared Sam Sy Lan + Ru Xin Wane 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. TIM AURAN COMM. # 1791550 NOTARY PUBLIC-CALIFORNIA WITNESS my hand and official seal. (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	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	
order of its Board of Supervisors' Resolution	By:
No. 18110, Series of 1939, approved August 7,	Mayor
1957, and the grantee consents to recordation	
thereof by its duly authorized officer.	
	APPROVED AS TO FORM
Dated:	DENNIS J. HERRERA
	City Attorney
By:	(11100)
Director of Property	By: //Mel on Mel
	Deputy City Attorney

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

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 43.

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,

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

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 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.
- 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.
- <u>2.</u> <u>Baseline.</u> 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.
- Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and asigns, 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.

- 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 grater 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.

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 Ea	sement for the
benefit of CITY, and its agents, successors and assigns.	
IN WITNESS WHEREOF, the parties have caused this agreement to be executed this L	₹ day of
SEPTEMBER, 20 1/ .	
Eoste CCa I (leve	
ESTELLA MEIER THELMA KOTIK	
ESTELLA MEIER 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	٠.,
	•
[] 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	s/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the personentity upon behalf of which the person(s) acted, executed the instrument.	on(s), or the
entity upon behan of which the person(s) acted, executed the instrument.	
ATTEST:	
WITNESS my hand and official seal	•
Notary Public in and for said State	

Covenants Run with the Land. These covenants and agreements run with the land (Real

ACKNOWLEDGMENT

-	State of California County of San Mateo
	On 09-12-2011 before me, WAYNE CLASS NOT ARY PIBLIC (insert name and title of the officer)
	personally appeared <u>ESTELLA MEJER</u> . THEL MA 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. WAYNE GLASS Commission # 1791099 Notary Public - Callfornia Santa Clara County My Comm. Expires Mar 7, 2012

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	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	
order of its Board of Supervisors' Resolution	By:
No. 18110, Series of 1939, approved August 7,	Mayor
1957, and the grantee consents to recordation	
thereof by its duly authorized officer.	
,	
	APPROVED AS TO FORM
Dated:	DENNIS J. HERRERA
	City Attorney
By:	11/100
Director of Property	By: ///leller yee
	/ Deputy City Attorney
	:

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

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.

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.: 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:

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.

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

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 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.
- 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.
- <u>Baseline</u>. 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. <u>Waiver of Legal Actions and Exceptions</u>. GRANTOR, together with its successors in interest and asigns, 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

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- 4. <u>Negligent or Unlawful Acts Excepted</u>. 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. <u>Easement Benefit</u>. 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.

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any estate or interest in or right to use Real Property shall be bound by this Avigation	n Easen	nent for the
benefit of CITY, and its agents, successors and assigns.		4
		٠.
IN WITNESS WHEREOF, the parties have caused this agreement to be executed the	iis I-L d	lav of
	<u>; </u>	
September, 20 11.		
GRANTORS		
PAUL DAVID NOBIS PAUL DAVID NOBIS ERIC JAMES NOBIS		
(STATE OF CALIFORNIA)		
(COUNTY OF SAN MATEO)		
On thisday 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 nar the within instrument, and acknowledged to me that he/she/they executed the same is authorized capacity(ies), and that by his/her/their signature(s) on the instrument the entity upon behalf of which the person(s) acted, executed the instrument.	n his/he	r/their
ATTEST:		
WITNESS my hand and official seal		
Notary Public in and for said State		
Trotaly I dono in and for said blate		`~~.

ACKNOWLEDGMENT

State of California County of San Mateo)		
On 09-12-2011	before me, <u>\n/AVn//</u> (insert	<i>ELASS NOTAR</i> name and title of the o	FireLIC (fficer)
personally appeared Paul who proved to me on the basis of subscribed to the within instrume his/her/their authorized capacity person(s), or the entity upon behind the subscribed appears of the subscri	of satisfactory evidence to ent and acknowledged to r (ies), and that by his/her/th	ne that he/she/they exe neir signature(s) on the	ecuted the same in instrument the
I certify under PENALTY OF PE paragraph is true and correct.	RJURY under the laws of	the State of California t	hat the foregoing
WITNESS my hand and official s	seal.	Comr Notar Sa	WAYNE GLASS nission # 1791099 y Public - California nta Clara County m. Expires Mar 7, 2012

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	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	
order of its Board of Supervisors' Resolution	By:
No. 18110, Series of 1939, approved August 7,	Mayor
1957, and the grantee consents to recordation	
thereof by its duly authorized officer.	
	APPROVED AS TO FORM
Dated:	DENNIS J. HERRERA
	City Attorney
Ву:	
Director of Property	By: ///effer y
	Deputy City Attorney
	·

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

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.

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.: 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:

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

Apparent Legal Description:

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RECORDING REQUESTED BY:

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

Attn: Amy Brown

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Property) in perpetuity and any grantee, heir	r, agent, successor, assign of	the GRANTOR who acquires
any estate or interest in or right to use Real	Property shall be bound by th	is Avigation Easement for the
benefit of CITY, and its agents, successors a	and assigns.	
IN WITNESS WHEREOF, the parties have	caused this agreement to be	executed this <u>1/2</u> day of
SEPTEMBER, 2011.	•	
K Mm	GRANTORS	
KRYSTAL A. MIZZI		
(STATE OF CALIFORNIA)		
(COUNTY OF SAN MATEO)		· · · · · · · · · · · · · · · · · · ·
On this day of, in th	ne year 20, before me	a
		the second secon
Notary Public in and for said State, personal	iy appeared	
		·
[] personally known to me OR		
[] proved to me on the basis of satisfactory the within instrument, and acknowledged to authorized capacity(ies), and that by his/her/ entity upon behalf of which the person(s) act	me that he/she/they executed their signature(s) on the instr	I the same in his/her/their
ATTEST:		
WITNESS my hand and official seal		
Notary Public in and for said State		
riotary i dolle ili alid for said state		

Covenants Run with the Land. These covenants and agreements run with the land (Real

6.

ACKNOWLEDGMENT

· .	State of California County of
	On 09-12-2011 before me, Wayne Class Notary FARILE (insert name and title of the officer)
	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. WAYNE GLASS Commission # 1791099 Notary Public - California Santa Clara County My Comm. Expires Mar 7, 2012

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	GRANTEE:		
from the first part to the City	CITY AND COUNTY OF		
and County of San Francisco, a California	SAN FRANCISCO		
municipal corporation, is hereby accepted by			
order of its Board of Supervisors' Resolution	By:		
No. 18110, Series of 1939, approved August 7,	Mayor		
1957, and the grantee consents to recordation			
thereof by its duly authorized officer.			
	APPROVED AS TO FORM		
Dated:	DENNIS J. HERRERA		
	City Attorney		
By:			
Director of Property	By: //Wella the		
	Deputy City Attorney		

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

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.

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:

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SEPTEMBER, 20 11.
GRANTORS
mark I 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

Covenants Run with the Land. These covenants and agreements run with the land (Real

6.

County of San		_		
On 09-12-2011	before	me, <u>Wayur C.L.</u> linsert name	and title of the officer	L1C
			· · · · · · · · · · · · · · · · · · ·	
personally appeared who proved to me on the subscribed to the within his/her/their authorized person(s), or the entity	ne basis of satisfacton instrument and ack capacity(ies), and t	ory evidence to be the knowledged to me tha hat by his/her/their si	it ne/sne/tney execute gnature(s) on the instr	ument the
Logitify under PENALT	Y OF PERJURY un	der the laws of the St	ate of California that t	ne foregoing
paragraph is true and o	JOHECE.			

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	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	
order of its Board of Supervisors' Resolution	By:
No. 18110, Series of 1939, approved August 7,	Mayor
1957, and the grantee consents to recordation	
thereof by its duly authorized officer.	
	APPROVED AS TO FORM
D (1)	
Dated:	DENNIS J. HERRERA
Th.	City Attorney
By:	(A(A)(A))
Director of Property	By: Malos of
	Deputy City Attorrey

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

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.

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.

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

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 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. 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.
- 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.
- <u>Baseline</u>. 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 asigns, 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.

- effect 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.
- be in effect 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 grater 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.

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 $\frac{944}{2}$ day of September, 2011. **GRANTORS** (STATE OF CALIFORNIA) (COUNTY OF SAN MATEO)
On this 2 day of September in the year 20 11, before me 11m AURAN a Notary Public in and for said State, personally appeared Lester Yee 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 Сомм.# 1791550 WITNESS my hand and official seal

Covenants Run with the Land. These covenants and agreements run with the land (Real

6.

Notary Public in and for said State

ALL-PURPOSE ACKNOWLEDGMENT

00000000000000000000000000000000000000	
State of California	SS.
County of Jan 1916 Tes	1 - 1
On <u>Sept. 9, 2011</u> , before me, _	11m MURAN
State of California County of San Mates On Sept. 9, 2011, before me, personally appeared Lester Yee	, who proved to me on the
basis of satisfactory evidence to be the person(s) v	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.
COMM. # 1791550 NOTARY PUBLIC CALIFORNIA SAN MATEO COUNTY MY COMM. EXP. FEB. 19, 2012	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 Information and accord provent froudulent attachment
The information below is optional. However, it most of this form to an unauthorized document.	ay prove valuable and could prevent fraudulent attachment
CAPACITY CLAIMED BY SIGNER (PRINCIPAL)	DESCRIPTION OF ATTACHED DOCUMENT
O INDIVIDUAL CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
PARTNER(S)	
ATTORNEY-IN-FACT	NUMBER OF PAGES
TRUSTEE(S) GUARDIAN/CONSERVATOR	
OTHER:	DATE OF DOCUMENT
8 - -	
8	OTHER
SIGNER (PRINCIPAL) IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	RIGHT THUMBPRINT OF SIGNER Jo
	SIGNER 5

This is to certify that the Interest in real property	
conveyed by this deed dated	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	•
order of its Board of Supervisors' Resolution	Ву:
No. 18110, Series of 1939, approved August 7,	Mayor
1957, and the grantee consents to recordation	
thereof by its duly authorized officer.	
	APPROVED AS TO FORM
Dated:	DENNIS J. HERRERA
	City Attorney
By:	1/1/1/
Director of Property	By:
	Deputy City Attorney
	• •

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

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.

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

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 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.
- 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.
- <u>Baseline</u>. 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 asigns, 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.

- effect 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.

covenants Run with the Land. These covenants and agreements run with the land (R
Property) in perpetuity and any grantee, heir, agent, successor, assign of the GRANTOR who acquire
any estate or interest in or right to use Real Property shall be bound by this Avigation Easement for th
benefit of CITY, and its agents, successors and assigns.
IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 1/2 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 thisday 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

State of California
County of San Mateo
On 09-12-2011 before me, Wayne GLASS NOTARY FIGALIC. (insert name and title of the officer)
personally appeared SUSAN M. CHIU, CHAR) ENE C. V. CHIII, 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. WAYNE GLASS Commission # 1791099 Notary Public - California 3
Signature Mayre My Comm. Expires Mar 7, 2012

Reference: Grant of Avigation Easement

Document Date: 09-12-2011

Number of Pages: 6

State of California County ofSan Mateo)
On 09-12-2011 before me, Alavare Chas Natary Partico (insert name and title of the officer)
personally appeared \(\begin{align*} \begin{align*} \lambda \
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. WAYNE GLASS WAYNE GLASS
Signature (Seal) Commission # 1791099 Notary Public - California Santa Clara County My Comm. Expires Mar 7, 2012

Reference: Grant of Avigation Easement

Document Date: 09-12-2011

Number of Pages: 6

State NORTH CAROLINA County of MECKLENBURG	
On Oct. 3rd. 2011 before me, SUDESH KUMAN	2 KASHYAP e of the officer)
personally appeared KATHLEEN K. CHILL who proved to me on the basis of satisfactory evidence to be the person subscribed to the within instrument and acknowledged to me that he/she his/her/their authorized capacity(ies), and that by his/her/their signature(sperson(s), or the entity upon behalf of which the person(s) acted, execut I certify under PENALTY OF PERJURY under the laws of the State of G paragraph is true and correct.	s) on the instrument the red the instrument.
WITNESS my hand and official seal. Signature (Seal)	WY Comm. Exp. October 4, 2014 URC COUNTRIES
	41019425

This is to certify that the Interest in real property	
conveyed by this deed dated	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	
order of its Board of Supervisors' Resolution	By:
No. 18110, Series of 1939, approved August 7,	Mayor
1957, and the grantee consents to recordation	•
thereof by its duly authorized officer.	
	APPROVED AS TO FORM
Dated:	DENNIS J. HERRERA
D	City Attorney
By:	MIMO
Director of Property	By:///letter if e
	Deputy City Atterney

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

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.

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, AM UMARRIED 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

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.

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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

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 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.
- 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 <u>Interference with Air Navigation/Communications</u>. 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.
- <u>Baseline</u>. 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.
- Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and asigns, 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.

- effect 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 grater than the baseline.
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- 4. <u>Negligent or Unlawful Acts Excepted</u>. 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. <u>Easement Benefit</u>. 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 $\frac{246}{2}$ day of
September, 2011.
GRANTORS CAROLINA AVILA GRANTORS RIGOBERTO H. JIMENEZ
(STATE OF CALIFORNIA)
(COUNTY OF SAN MATEO) On this 2 day of Sept, in the year 20 //, before me // Auran a
On this 2 day of Sept, in the year 20/1, before me // AURAN a Notary Public in and for said State, personally appeared Carolina Guila + Ricoberto H. Jimene 3
[] 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 Colifornia	
State of California	SS.
County of Saw Mates	
On $5ex$ 9 20// hefore me.	TIM HURAN
DATE	
personally appeared Corolina Auila + 15	SS.  Tim AURAN  19 sbento H. Jimenez, who proved to me on the
basis of satisfactory evidence to be the person(s)  TIM AURAN COMM. # 1791550	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.
NOTARY PUBLIC CALIFORNIA UI	I certify under PENALTY OF PERJURY under the
MY COMM. EXP. FEB. 19, 2012	laws of the State of California that the foregoing
	paragraph is true and correct.
	WITNESS my hand and official seal.
	WITINESS my hand and official seal.
	NOTARY'S SIGNATURE
PLACE NOTARY SEAL IN ABOVE SPACE	
	L INFORMATION
The information below is optional. However, it most this form to an unauthorized document.	nay prove valuable and could prevent fraudulent attachment
	THE STREET ON AN APPLACEMENT PROCEEDINGS
CAPACITY CLAIMED BY SIGNER (PRINCIPAL)	DESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL	TITLE OR TYPE OF DOCUMENT
CORPORATE OFFICER  TITLE(S)	
PARTNER(S) ATTORNEY-IN-FACT	
TRUSTEE(S)	NUMBER OF PAGES
GUARDIAN/CONSERVATOR	
OTHER:	DATE OF DOCUMENT
}	
}	OTHER
SIGNER (PRINCIPAL) IS REPRESENTING:	
NAME OF PERSON(S) OR ENTITY(IES)	RIGHT   별
\$	THUMBPRINT
3	RIGHT THUMBPRINT OF SIGNER
X	SIGNER 5
· · · · · · · · · · · · · · · · · · ·	– [ <u>ř</u>

Inis is to certify that the interest in real property	
conveyed by this deed dated	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	
order of its Board of Supervisors' Resolution	By:
No. 18110, Series of 1939, approved August 7,	Mayor
1957, and the grantee consents to recordation	
thereof by its duly authorized officer.	
	APPROVED AS TO FORM
Dated:	DEND HOLL HERDERS
Dated.	DENNIS J. HERRERA
D	City Attorney
By:	
Director of Property	By: ////llgr Uper
	Deputy City Attorney
	<b>/</b>

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

## 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.

## **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 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.

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

#### 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 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.
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- 1.3 <u>Interference with Air Navigation/Communications</u>. 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. <u>Waiver of Legal Actions and Exceptions</u>. GRANTOR, together with its successors in interest and asigns, 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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6. <u>Covenants Run with the Land</u>. 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 2 day of
September, 20 11.
GRANTORS
Jeffer H WONG HEATHER H WONG
JEFFREY H. WONG  HEATHER H. WONG
(STATE OF CALIFORNIA)
(COUNTY OF SAN MATEO) On this $\frac{9}{1}$ day of $\frac{1}{1}$ and $\frac{1}{1}$ day of $\frac{1}{1}$ day
On this 9 day of Sept, in the year 20 // before me / M AURAN a  Notary Public in and for said State, personally appeared Jeffrey H. Won 6 +  Heatheath. Won 6
[ ] 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 COMM. # 1791550 #0
WITNESS my hand and official seal  WITNESS my hand and official seal  WITNESS my hand and official seal  NOTARY PUBLIC - CALIFORNIA SAN MATEO COUNTY HY COMM. EXP. FEB. 19, 2012

Notary Public in and for said State

## ALL-PURPOSE ACKNOWLEDGMENT

	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
State of California	
State of Camornia	SS.
County of San Mates	
On Sept. 9, 2111 , before me, _	I'm HURAN
personally appeared Jeffrey H. Wing +	Heather H. Wing, who proved to me on the
basis of satisfactory evidence to be the person(s) v	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.
SAN MATED COUNTY MY COMM. EXP. FEB. 19, 2012	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	LINFORMATION
The information below is optional. However, it m of this form to an unauthorized document.	ay prove valuable and could prevent fraudulent attachment
CAPACITY CLAIMED BY SIGNER (PRINCIPAL)	DESCRIPTION OF ATTACHED DOCUMENT
O INDIVIDUAL CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
PARTNER(S)	
ATTORNEY-IN-FACT	NUMBER OF PAGES
TRUSTEE(S)	INDIVIDENCE TAKEDS
GUARDIAN/CONSERVATOR	
OTHER:	DATE OF DOCUMENT
X	
2	OTHER
SIGNER (PRINCIPAL) IS REPRESENTING:	
NAME OF PERSON(S) OR ENTITY(IES)	RIGHT tight
8	SIGNER g

DMC AT UTTD-//MANN VAI I FY-SIFRRA COM © 2005-2008 VALLEY-SIERRA INSURANCE

This is to certify that the Interest in real property		• •
conveyed by this deed dated	GRANTEE:	
from the first part to the City	CITY AND COUNTY OF	
and County of San Francisco, a California	SAN FRANCISCO	
municipal corporation, is hereby accepted by		
order of its Board of Supervisors' Resolution	By:	
No. 18110, Series of 1939, approved August 7,	Mayor	
1957, and the grantee consents to recordation		
thereof by its duly authorized officer.		
	1777 OT 1777 1 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	
	APPROVED AS TO FORM	
Dated:	DENNIS J. HERRERA	
	City Attorney	
By:		
Director of Property	By: Malby M.	e
	Deputy City Attorne	y
		•

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

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 ONTHAT 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.

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:

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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 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

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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 grater 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. <u>Negligent or Unlawful Acts Excepted</u>. 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. <u>Easement Benefit</u>. 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.

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 $9^{\frac{47}{10}}$ day of September, 20 11. **GRANTORS** EDWARD S. LEE OWW A. RW ANGELALISA LEE (STATE OF CALIFORNIA) (COUNTY OF SAN MATEO) On this 9 day of Sept, in the year 20 1/2 before me 1 14 AURACa Notary Public in and for said State, personally appeared Lillian Gim Lee, angela Lisa Lee + Edward S. Lee 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

SAN MATEO COUNTY
MY COMM. Exp. FEB. 19, 2012

WITNESS my hand and official seal

Notary Public in and for said State

ALL-PURPOSE ACKNOWLEDGMENT

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State of California	SS.
County of San Mares	. <b>.</b>
On Sept. 9, 2011, before me,	CIM HURAN
personally appeared Lillian Cintee + Gas	ela Lisa Lee + ldwards.leg who proved to me on the
<b>************</b>	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.
TIM AURAN COMM. # 1791550 NOTARY PUBLIC-CALIFORNIA SAN MATEO COUNTY MY COMM. Exp. Feb. 19, 2012	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  LINFORMATION
The information below is optional. However, it may of this form to an unauthorized document.	ay prove valuable and could prevent fraudulent attachment
CAPACITY CLAIMED BY SIGNER (PRINCIPAL)	DESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL   CORPORATE OFFICER   TITLE(S)	TITLE OR TYPE OF DOCUMENT
ATTORNEY-IN-FACT TRUSTEE(S)	NUMBER OF PAGES
GUARDIAN/CONSERVATOR OTHER:	DATE OF DOCUMENT
V I OTHER:	DATE OF DOCCIMENT
	OTHER
SIGNER (PRINCIPAL) IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	RIGHT time of SIGNER to Signer
()	SIGNER

GRANTEE:
CITY AND COUNTY OF
SAN FRANCISCO
By:
Mayor
APPROVED AS TO FORM
DENNIS J. HERRERA
City Attorney
By: ////////////////////////////////////
Debity City Attorney
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Attachment: Exhibit "A" - Legal Description of Real Property

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.

## 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.

#### 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 Faseme	ent is executed and delivered as of this $\frac{9+h}{2}$ day of
September, 2011, by	MARIVEL T. PRADO, A MARRIED WOMAN AS HER
SOLE AND SEPARATE PROPERT	<u>Y</u>
(GRANTOR) and the City and County of	of San Francisco, a political subdivision of the State of California
(CITY or GRANTEE), with reference to	o 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 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. <u>Grant</u>. 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 <u>Noise and Other Incidental Effects</u>. 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.
- 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.
- Waiver of Legal Actions and Exceptions. GRANTOR, together with its successors in interest and asigns, 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.

- 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 grater 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. <u>Covenants Run with the Land</u>. 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  $2^{\frac{\sqrt{l}}{d}}$  day of September, 2011. **GRANTORS** MARIVEL T. PRADO (STATE OF CALIFORNIA) (COUNTY OF SAN MATEO) On this 9 day of Sept., in the year 20 11, before me 11m 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: TIM AURAN Сомм. # 1791550 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
	APPROVED AS TO FORM
Dated:	DENNIS J. HERRERA City Attorney
Director of Property	By:

Attachment: Exhibit "A" - Legal Description of Real 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 PAGES107,108 AND 109.

## 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.

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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 $2^{\frac{4}{2}}$ day of
September, 20 //, 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 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.
- 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.
- 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.
- <u>Baseline</u>. 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 asigns, 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.

- 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. <u>Negligent or Unlawful Acts Excepted</u>. 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. <u>Easement Benefit</u>. 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.

Covenants Run with the Land. These covenants and agreements run with the land (Real 6. 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 2 day of estember, 2011 **GRANTORS** RAMIL C. CASTILLO (STATE OF CALIFORNIA) (COUNTY OF SAN MATEO) On this 9 day of Sept, in the year 20/11, before me 1/m Auran a

Notary Public in and for said State, personally appeared Ramil C. Castilly May C. Castillo [ ] 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 COMM. # 1791550

WITNESS my hand and official seal

Notary Public in and for said State

State of California  County of San Males  On Sept. 9, 2011 before me,  personally appeared Ran.   C. Cast.   state    basis of satisfactory evidence to be the person(s)  Tim Auran  Com. # 1791550  Notary Public California  San Mareo County  My Com. Exp. Feb. 19, 2012 T	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.
basis of satisfactory evidence to be the person(s)  TIM AURAN COMM. # 1791550 NOTARY PUBLIC-CALIFORNIA SAM MATEO COUNTY	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.
basis of satisfactory evidence to be the person(s)  TIM AURAN COMM. # 1791550 NOTARY PUBLIC-CALIFORNIA SAN MARGO CEDINALY SAN MARGO CEDINALY SAN MARGO CEDINALY	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.
basis of satisfactory evidence to be the person(s)  TIM AURAN COMM. # 1791550 NOTARY PUBLIC-CALIFORNIA SAN MARGO COMINTY  OF THE PROPERTY OF T	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.
TIM AURAN COMM. # 1791550 NOTARY PUBLIC CONIETY OF THE AURAN COMM. # 1791550 OF THE AURAN COMM. # 1791570 OF THE AURAN COMM. # 17915	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.
TIM AURAN COMM. # 1791550 NOTARY PUBLIC-CALIFORNIA ON MATERIOR COUNTY	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.
	WITNESS my hand and official seal.
	NOTARY'S SIGNATURE
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in the state of th	TO COMPETON OF ATTACHED DOCUMENT
CAPACITY CLAIMED BY SIGNER (PRINCIPAL)	DESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL	TITLE OR TYPE OF DOCUMENT
CORPORATE OFFICER  TITLE(S)	
PARTNER(S)  ATTORNEY-IN-FACT	NHR CHER OF DACES
TRUSTEE(S)	NUMBER OF PAGES
GUARDIAN/CONSERVATOR	
OTHER:	DATE OF DOCUMENT
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	. OTHER
SIGNER (PRINCIPAL) IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	RIGHT to the state of the state

EV CIEDRA COM © 2005-2008 VALLEY-SIERRA INSURANCE

This is to certify that the Interest in real property	
conveyed by this deed dated	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	
order of its Board of Supervisors' Resolution	By:
No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation	Mayor
thereof by its duly authorized officer.	
	APPROVED AS TO FORM
Dated:	DENNIS J. HERRERA
	City Attorney
By:	1111/2
Director of Property	By: ////// 2/ 0.6
	Deputy City Attorney

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

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, "SERREMONTE 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.

#### 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, "SERREMONTE 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.

#### 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

944
This Grant of Avigation Easement is executed and delivered as of this day of
Septembea , 20/1, 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
acts:

#### 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. <u>Grant</u>. 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.
- 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.
- <u>Baseline</u>. 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. <u>Waiver of Legal Actions and Exceptions</u>. GRANTOR, together with its successors in interest and asigns, 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.

- effect 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.
- 5.2 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 grater than the baseline.
- 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. <u>Easement Benefit</u>. 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. <u>Covenants Run with the Land</u>. 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.

			46
IN WITNESS WHEREOF, the parties have of	caused this agreer	ment to be executed	this 9 day of
Sedt. 1,2011.	· · · · · · · · · · · · · · · · · · ·		
	GRANTORS		
MIZELLE VIRTUCIO JR.	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	
(STATE OF CALIFORNIA)		e e	
(COUNTY OF SAN MATEO)	•		
On this 2 day of Sept, in the	year 20, befo	ore me 11m	Auga 1 a
Notary Public in and for said State, personally			
Mizelle Virtucio	JR.		
[ ] personally known to me OR	·		
[ ] proved to me on the basis of satisfactory of the within instrument, and acknowledged to n authorized capacity(ies), and that by his/her/th entity upon behalf of which the person(s) acte	ne that he/she/the neir signature(s) o	by executed the same on the instrument the	e in his/her/their
ATTEST:	108	TIM AURAN COMM. # 1791550 NOTARY PUBLIC-CALIFORNIA SAN MATEO COUNTY	15
WITNESS my hand and official seal		MY COMM. EXP. FEB. 19, 2012	Ţ

Notary Public in and for said State

### ALL-PURPOSE ACKNOWLEDGMENT

***************************************	
State of California	
County of San Mates	· SS.
County of Jan Tial Co	TIM AURAN, Who proved to me on the
0 5-4 9 2011 hefore me	I'M AURAN,
On <u>Jepi. 1, 2011</u> , boloto me,	
11 Man//2 ()	who proved to me on the
personally appeared //13e//e	, who provides and
	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.
	4
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CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
PARTNER(S)	
PARTNER(S) ATTORNEY-IN-FACT TRUSTEE(S)	NUMBER OF PAGES
TRUSTEE(S)	NUMBER OF FACES
() GUARDIAN/CONSERVATOR	
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SIGNER (PRINCIPAL) IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	THUMBPRINT

This is to certify that the Interest in real property	
conveyed by this deed dated	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	
order of its Board of Supervisors' Resolution	By:
No. 18110, Series of 1939, approved August 7,	Mayor
1957, and the grantee consents to recordation	
thereof by its duly authorized officer.	
	APPROVED AS TO FORM
Dated:	DENNIS J. HERRERA
	City Attorney
By:	11/10//
Director of Property	By: ///// N e
	/Deputy City Attorney
es. Company of the co	

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.

#### **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.: 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.

#### 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

$9^{45}$
This Grant of Avigation Easement is executed and delivered as of this 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 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.
- 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.
- <u>Baseline</u>. 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. <u>Waiver of Legal Actions and Exceptions</u>. GRANTOR, together with its successors in interest and asigns, 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.

- effect 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 grater 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. <u>Covenants Run with the Land</u>. 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 2 day of
eptember, 2011.
GRANTORS Pav Chin 200
JENNIFER SANTIAGO PAO CHIN POO
(STATE OF CALIFORNIA)
(COUNTY OF SAN MATEO) On this 9 day of Sept, in the year 20/1, before me A un a a  Notary Public in and for said State, personally appeared Jennifer Southers &
Notary Public in and for said State, personally appeared Jennifer Souties of
[ ] personally known to me OR
[\(\sigma\) 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  WITNESS my hand and official seal  TIM AURAN COMM. # 1791550 NOTARY PUBLIC -CALIFORNIA SAN MATEO COUNTY MY COMM. Exp. FEB. 19, 2012

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
	APPROVED AS TO FORM
Dated:	DENNIS J. HERRERA City Attorney
By: Director of Property	By: Melk Le 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.

•
•

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

	- +L	
	$9\sqrt{2}$	
This Grant of Avigation Easement is	executed and delivered as of this day of	
September , 20/, by CARO	LINA TUALLA AND DANILO TUALLA, WIFE	AND
HUSBAND, AS JOINT TENANTS (GRAN	TOR) and the City and County of San Francisco, a p	olitical
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 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.
- 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.
- <u>Baseline</u>. 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 asigns, 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.

- effect 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.
- be in effect 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 grater 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.

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  $\frac{94L}{\text{day}}$  of September, 2011. GRANTORS (STATE OF CALIFORNIA) (COUNTY OF SAN MATEO)
On this 2 day of Sept, in the year 20 11, before me 1 m A WAN Notary Public in and for said State, personally appeared _ Carolina Tualla 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: TIM AURAN Сомм. # 1791550

Covenants Run with the Land. These covenants and agreements run with the land (Real

6.

WITNESS my hand and official seal

Notary Public in and for said State

# ALL-PURPOSE ACKNOWLEDGMENT

	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
G. C. California	
State of California	SS.
County of San Mates	· · · · · · · · · · · · · · · · · · ·
	Aug And
On <u>Sept.</u> 7, 2011, before me,	1770 TORTIO
DATE	Davilo Tualla, who proved to me on the
personally appeared Corolina / 49//4	Who proved to the
	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.
TIM AURAN COMM. # 1791550 NOTARY PUBLIC-CALIFORNIA SAH MATEO COUNTY MY COMM. EXP. FEB. 19, 2012	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
	MOTANT BRIGIAN CAR
₹	
5	
PLACE NOTARY SEAL IN ABOVE SPACE	
The information below is optional. However, it most of this form to an unauthorized document.	ay prove valuable and could prevent fraudulent attachment
CAPACITY CLAIMED BY SIGNER (PRINCIPAL)	DESCRIPTION OF ATTACHED DOCUMENT
V	
O INDIVIDUAL	TITLE OR TYPE OF DOCUMENT
CORPORATE OFFICER	
PARTNER(S)	
ATTORNEY-IN-FACT	NUMBER OF PAGES
	NOTIFIED OF THOSE
TRUSTEE(S)	NOWIDER OF TROOP
GUARDIAN/CONSERVATOR	
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GUARDIAN/CONSERVATOR	DATE OF DOCUMENT  OTHER
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GUARDIAN/CONSERVATOR OTHER: SIGNER (PRINCIPAL) IS REPRESENTING:	DATE OF DOCUMENT  OTHER
GUARDIAN/CONSERVATOR OTHER: SIGNER (PRINCIPAL) IS REPRESENTING:	OTHER  RIGHT THUMBPRINT

This is to certify that the Interest in real property	
conveyed by this deed dated	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	511(1141(61566
order of its Board of Supervisors' Resolution	By:
No. 18110, Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.	Mayor Mayor
	APPROVED AS TO FORM
Dated:	DENNIS J. HERRERA
Dated.	
By:	City Attorney
Director of Property	By: ///dhala
	Deputy City Attorney
	V.

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** 

Dated:

April 4, 2011 at 12:00AM

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

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:

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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

#### 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 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.

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- 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 <u>Interference with Air Navigation/Communications</u>. 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.
- <u>2.</u> 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 the volume or changes in location of said operations. However, this waiver shall not apply under the circumstances specified below.

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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 day of GRANTORS

GRANTORS

HUYNH M. LE

KHIEM D. LE

(STATE OF CALIFORNIA)

(COUNTY OF SAN MATEO)

On this 2 day of Sept, in the year 20 //, before me // AURAN a

Notary Public in and for said State, personally appeared Huynh M. Le

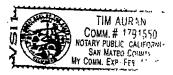
[ ] personally known to me OR

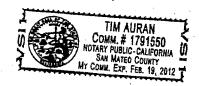
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the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

ATTEST:

WITNESS my hand and official seal

Notary Public in and for said State





# ALL-PURPOSE ACKNOWLEDGMENT

LL-PURPOSE ACKNOWLEDGITELY	
State of California	
County of San Mates	SS.  Tim Auran  + Khiem D. Le, who proved to me on the
o 5 4 9 2011 before me.	Tim AURAN
On <u>Jepr. 1, 2011</u> , bololo into,	who proved to me on the
personally appeared Huywh M. Le	Khiem D. LC , who proved to the on the
basis of satisfactory evidence to be the person(s) v	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.
TIM AURAN COMM, # 1791550 NOTARY PUBLIC: CALIFORNIA MY COMM. EXP. FEB. 19. 2012	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
3	
	WITNESS my hand and official seal.
	NOTARY'S SIGNATURE
	NOTARI SSIGNALORE
PLACE NOTARY SEAL IN ABOVE SPACE	
OPTIONAL	LINFORMATION
The information below is optional. However, it most of this form to an unauthorized document.	nay prove valuable and could prevent fraudulent attachment
CAPACITY CLAIMED BY SIGNER (PRINCIPAL)	DESCRIPTION OF ATTACHED DOCUMENT
)   INDIVIDUAL	· · · · · · · · · · · · · · · · · · ·
CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
$\bigcap$ PARTNER(S)	
ATTORNEY-IN-FACT TRUSTEE(S)	NUMBER OF PAGES
() ☐ GUARDIAN/CONSERVATOR	
OTHER:	DATE OF DOCUMENT
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8	OTHER
SIGNER (PRINCIPAL) IS REPRESENTING:	here
NAME OF PERSON(S) OR ENTITY(IES)	RIGHT THUMBPRINT OF SIGNER  6
8	— OF
8	SIGNER 5
Χ	

I his is to certify that the Inter	est in real property	'		
conveyed by this deed dated			GRANTEE:	
from the first part	to the City	*	CITY AND COUNTY OF	
and County of San Francisco,	a California		SAN FRANCISCO	
municipal corporation, is here	by accepted by			
order of its Board of Supervis		,	By:	
No. 18110, Series of 1939, ap	proved August 7,		Mayor	
1957, and the grantee consent	s to recordation			
thereof by its duly authorized	officer.		•	
			APPROVED AS TO FORM	
Dated:			DENNIS J. HERRERA	
			City Attorney	
Ву:	<u> </u>		1/1/1/	
Director of Property		•	By: // Melter D	
			Deputy City Afforney	
		,	<b>V</b> .	

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

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

April 4, 2011 at 12:00AM

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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# 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 thisday of
This Grant of Avigation Easement is executed and delivered as of this day of
September , 20 //, 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 Californi
(CITY or GRANTEE), with reference to the following facts:
Paoitals

#### Recitals

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- 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.
- <u>Baseline</u>. 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. <u>Waiver of Legal Actions and Exceptions</u>. GRANTOR, together with its successors in interest and asigns, 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.

- 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 grater 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. <u>Easement Benefit</u>. 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. <u>Covenants Run with the Land</u>. 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.

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	a th
IN WITNESS WHEREOF, the parties have caused this agreement to be executed the	his day of
September, 2011.	
GRANTORS	
A Comie Worn	6-9inara
RODEL TURLA SINGCA () JEANIE WOI	NG SINGCA
	· .
	•
(STATE OF CALIFORNIA)	
(COUNTY OF SAN MATEO)  On this 2 day of 20 , in the year 20 //, before me // M  Notary Public in and for said State, personally appeared Rodel Tugla S	AugaN a
Notary Public in and for said State, personally appeared Kidel - Jugla 5	ing ca
Jeanie WONG SINGCA	·
[ ] personally known to me OR	
proved to me on the basis of satisfactory evidence to be the person(s) whose not the within instrument, and acknowledged to me that he/she/they executed the same authorized capacity(ies), and that by his/her/their signature(s) on the instrument the entity upon behalf of which the person(s) acted, executed the instrument.	in his/her/their
ATTEST:  TIM AURAN COMM. # 1791550  NOTARY PUBLIC-CALIFORNIA SAM MATEO COUNTY MY COMM. Exp. FEB. 19, 2013	
11 LITTLE DE MIL MILL OFFICE DE MILLE D	<del>, </del> ₹

Notary Public in and for said State

# ALL-PURPOSE ACKNOWLEDGMENT

State of California	SS.
Country of Sail Mater	( )
On Sept. 9, 2011 , before me,	Tim NURAN,
personally appeared Kodel Tuala SINGCA	+ Jean, Wang Singer, who proved to me on the
basis of satisfactory evidence to be the person(s) v	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.
TIM AURAN COMM. # 1791550 NOTARY PUBLIC-CALIFORNIA OF SAIN MATEO COUNTY MY COMM. EXP. FEB. 19, 2012	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 OPTION AT	INFORMATION
	ay prove valuable and could prevent fraudulent attachment
CAPACITY CLAIMED BY SIGNER (PRINCIPAL)	DESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL   CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
) PARTNER(S)	
ATTORNEY-IN-FACT	NUMBER OF PAGES
TRUSTEE(S)	
	DATE OF DOCUMENT
§ 🗎 •	
X	OTHER
SIGNER (PRINCIPAL) IS REPRESENTING:	here
NAME OF PERSON(S) OR ENTITY(IES)	RIGHT   $\frac{3}{2}$
8	RIGHT THUMBPRINT OF SIGNER  SIGNER
X	SIGNER 5
<b>V</b>	Top

This is to certify that the Interest in real property	
conveyed by this deed dated	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	
order of its Board of Supervisors' Resolution	By:
No. 18110, Series of 1939, approved August 7,	Mayor
1957, and the grantee consents to recordation	
thereof by its duly authorized officer.	
	APPROVED AS TO FORM
Dated:	DENNIS J. HERRERA
	City Attorney /
Ву:	MMM
Director of Property	By: ////elby dee
	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** 

Dated:

April 4, 2011 at 12:00AM

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

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

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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.

# 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 $\frac{944}{2}$ day of
September, 20 //, 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 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 <u>Noise and Other Incidental Effects</u>. 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.
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- 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. <u>Waiver of Legal Actions and Exceptions</u>. GRANTOR, together with its successors in interest and asigns, 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

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- 4. <u>Negligent or Unlawful Acts Excepted</u>. 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.
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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.

DI WHTNESS WHEDEOE the newtice hove	caused this agreement to be executed this 2 day of
eptember, 20 //.	caused this agreement to be exceuted this any ex
	GRANTORS J. Pakasel
YURIY PAVLOV	LYUDMILA PAVLOVA
(STATE OF CALIFORNIA)	
(COUNTY OF SAN MATEO) On this 2 day of 5 gpt, in the	ne year 20/1, before me / Im AURAN a
Notary Public in and for said State, personal Lyudmila Pav	
[ ] personally known to me OR	
the within instrument, and acknowledged to	we vidence to be the person(s) whose name(s) subscribed to me that he/she/they executed the same in his/her/their /their signature(s) on the instrument the person(s), or the ted, executed the instrument.
ATTEST:	TIM AURAN COMM. # 1791550 NOTARY PUBLIC-CALIFORNIA U
WITNESS my hand and official seal	MY COMM. EXP. FEB. 19, 2012

Notary Public in and for said State

# ACKNOWLEDGMENT

State of California County of
On 09-12-2011 before me, Le layre Chas Motary Public (Insert name and title of the officer)
personally appeared VICALY PAYLOV 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.  WAYNE GLASS Commission # 1791099 Notary Public - California Santa Clara County
Signature //ayue /////// (Seal) My Comm. Expires Mar 7, 2012

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 to the City and County of San Francisco, a California	GRANTEE: CITY AND COUNTY OF SAN FRANCISCO	
municipal corporation, is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, Series of 1939, approved August 7,	By:	
1957, and the grantee consents to recordation thereof by its duly authorized officer.	Mayor	
	APPROVED AS TO FORM	
Dated:	DENNIS J. HERRERA	Sig
By: Director of Property	By: Deputy City Attorney	

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

Dated:

April 4, 2011 at 12:00AM

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

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

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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.

#### 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

#### 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 Unites States Government pursuant to 14 Code of Federal Regulations Part 150.
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- 1.3 <u>Interference with Air Navigation/Communications</u>. 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. <u>Waiver of Legal Actions and Exceptions</u>. GRANTOR, together with its successors in interest and asigns, 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

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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.
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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.

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IN WITNESS WHEREOF, the parties have caused this agreement to be executed this  $\frac{1}{2}$  day of SEPTEMBER, 20 1/ **GRANTORS** TANLEY H. SEEGMILLER STRÉVER H. SEEGMILLER (STATE OF CALIFORNIA) (COUNTY OF SAN MATEO) day of _____, in the year 20___, before me 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
On 09-12-2011 before me, Wayne 6) A.55 NOTARY PILELIC (insert name and title of the officer)
personally appeared <u>STANJEY H. SEFCMILER</u> , <u>STREVER H. SEEGMILER</u> , 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.  WAYNE GLASS  Commission # 1791099  Notary Public - California  Santa Clara County  My Comm. Expires Mar 7, 2012

Reference: Grant of Avigation Easement

Document Date: 09-12-2011

Number of Pages: 6

This is to certify that the Interest	est in real property	
conveyed by this deed dated _		GRANTEE:
from the first part	to the City	CITY AND COUNTY OF
and County of San Francisco,	a California	SAN FRANCISCO
municipal corporation, is here	by accepted by	
order of its Board of Superviso		Ву:
No. 18110, Series of 1939, app		Mayor
1957, and the grantee consents		
thereof by its duly authorized	officer.	
		APPROVED AS TO FORM
Date to	•	
Dated:		DENNIS J. HERRERA
		City Attorney
Ву:	<del></del>	Sa. 11 500
Director of Property		Ву:
		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** 

Dated:

April 4, 2011 at 12:00AM

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

CPD Report No.: SM00006881

Lender's Reference No.: DC1-SEEGMILLLER

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

			. 1	1
This Grant of	vication Fasem	ent is executed and delive	ered as of this $9^{\frac{44}{12}}$	day of
September	, 20 <u>/ /</u> , by	JOHN TOM AND JOS	EPHINE C. TOWL	HUSBAND AND
WIFE AS JOINT TE	NANTS		·	
(GRANTOR) and the C	City and County	of San Francisco, a politic	cal subdivision of the	State of California
(CITY or GRANTEE),	with reference t	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 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.
- 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 <u>Interference with Air Navigation/Communications</u>. 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.
- <u>Baseline</u>. 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. <u>Waiver of Legal Actions and Exceptions</u>. GRANTOR, together with its successors in interest and asigns, 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.

- effect 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 grater 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. <u>Negligent or Unlawful Acts Excepted</u>. 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. <u>Easement Benefit</u>. 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. <u>Covenants Run with the Land</u>. 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.

DI WITNESS WITED FOR the medica have consed this agreement to be executed this 9 day of
IN WITNESS WHEREOF, the parties have caused this agreement to be executed this day of Septembers, 20 // .
GRANTORS
Doughen 491
JOHN TOM  JOSEPHINE C. TOM
(STATE OF CALIFORNIA)
(COUNTY OF SAN MATEO)  On this 9 day of 5 ft, in the year 20 11, before me 1 m Aua AN a  Notary Public in and for said State, personally appeared John Tom +
Notary Public in and for said State, personally appeared John Tom +  Josephine S. Jom
[ ] 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 COMM. # 1791550 NOTARY PUBLIC-CALIFORNIA OF THE PUBLIC CALIFORNIA OF THE PUBL
WITNESS my hand and official seal  SAN MATEO COUNTY  MY COMM. Exp. FEB. 19, 2012

Notary Public in and for said State

### ALL-PURPOSE ACKNOWLEDGMENT

	·····
State of California	· SS.
County of Jan Mates	
On September 9, 2011, before me,	+ Juseshine C. Tum, who proved to me on the
personally appeared John Tom	+ Juseshine C. Tum, who proved to me on the
TIM AURAN COMM. # 1791550 NOTARY PUBLIC-CALIFORNIA SAN MATEO COUNTY	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
MY COMM. EXP. FEB. 19, 2012	paragraph is true and correct.
	WITNESS my hand and official seal.
	1
	NOTARY'S SIGNATURE
PLACE NOTARY SEAL IN ABOVE SPACE  OPTIONAL	INFORMATION
]	ay prove valuable and could prevent fraudulent attachment
of this form to an unauthorized document.	
CAPACITY CLAIMED BY SIGNER (PRINCIPAL)	DESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL	TITLE OR TYPE OF DOCUMENT
CORPORATE OFFICER  TITLE(S)	THE OR THE OF DOCUMENT
ATTORNEY-IN-FACT	
TRUSTEE(S)	NUMBER OF PAGES
GUARDIAN/CONSERVATOR	
OTHER:	DATE OF DOCUMENT
}	OTHER
SIGNER (PRINCIPAL) IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	RIGHT III G
<b></b>	OF Interpretation of the state

This is to certify that the Interest in real property	OR ANTERE
conveyed by this deed dated	GRANTEE:
from the first part to the City	CITY AND COUNTY OF
and County of San Francisco, a California	SAN FRANCISCO
municipal corporation, is hereby accepted by	
order of its Board of Supervisors' Resolution	By:
No. 18110, Series of 1939, approved August 7,	Mayor
1957, and the grantee consents to recordation	
thereof by its duly authorized officer.	
thereof by its duty authorized officer.	
	APPROVED AS TO FORM
	ATTROVED AS TO FORWI
Dated:	DENNIS J. HERRERA
Dateu.	
	City Attorney
By:	Si i Dans
Director of Property	By: Suy 1. Const
	Deputy City Attorney

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** 

Dated:

April 4, 2011 at 12:00AM

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

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.