

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL**



(1) DEPARTMENT Planning and Building		(2) MEETING DATE January 10, 2006		(3) CONTACT/PHONE Stephanie Fuhs (805) 781-5721	
(4) SUBJECT Avigation Easement from Montgomery E. Hilton, for the Oceano County Airport, Supervisorial District #4.					
(5) SUMMARY OF REQUEST The attached documents grant an avigation easement to the County for the Oceano County Airport. The property is located at 1730 17 <sup>TH</sup> Street, in the community of Oceano.					
(6) RECOMMENDED ACTION Adopt the Resolution accepting the avigation easement for the Oceano County Airport.					
(7) FUNDING SOURCE(S) Current Budget		(8) CURRENT YEAR COST N/A		(9) ANNUAL COST N/A	
(10) BUDGETED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A <input type="checkbox"/> NO					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Counsel					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) 1st, 2nd, 3rd, (4th) 5th, All			(14) LOCATION MAP <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A		
(15) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(16) EXECUTED DOCUMENTS <input checked="" type="checkbox"/> Resolutions (Orig + 4 copies) <input type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(17) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(18) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		

(19) ADMINISTRATIVE OFFICE REVIEW	<p align="right">OK Leslie Form</p> <p align="right">B-10 (1/10/06)</p>
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SAN LUIS OBISPO COUNTY  
DEPARTMENT OF PLANNING AND BUILDING

VICTOR HOLANDA, AICP  
DIRECTOR

**TO:** BOARD OF SUPERVISORS  
**FROM:** STEPHANIE FUHS, DEVELOPMENT REVIEW  
**VIA:** WARREN HOAG, DIVISION MANAGER, CURRENT PLANNING  
**DATE:** JANUARY 10, 2006  
**SUBJECT:** AVIGATION EASEMENT FROM MONTGOMERY E. HILTON, FOR THE OCEANO COUNTY AIRPORT, SUPERVISORIAL DISTRICT #4

*WH for WH*

**RECOMMENDATION**

Adopt the resolution accepting the Avigation Easement for the Oceano County Airport.

**DISCUSSION**

Attached is an avigation easement document from Montgomery E. Hilton, which grants an avigation easement to the County of San Luis Obispo over property near the Oceano County Airport, together with a Resolution accepting said easement and directing the county Clerk-Recorder to record same. The avigation easement was required because the project site is located within the Airport Review combining designation area.

**OTHER AGENCY INVOLVEMENT/IMPACT**

County Counsel reviewed and approved the easement as to form and legal effect and the resolution.

**FINANCIAL CONSIDERATIONS**

None.

**RESULTS**

Approval creates an easement over the airspace above the said parcel. This airspace provides aircraft with unobstructed access to the airport runway.

**ATTACHMENTS**

Resolution

Vicinity Map

Site Map

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**IN THE BOARD OF SUPERVISORS**  
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

\_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_

PRESENT: Supervisors

ABSENT:

RESOLUTION NO. \_\_\_\_

**RESOLUTION ACCEPTING AVIGATION EASEMENT  
FROM MONTGOMERY E. HILTON**

The following Resolution is hereby offered and read:

**WHEREAS**, the County has need of avigation easements in the vicinity of the Oceano County Airport (062,085,001); and,

**WHEREAS**, Montgomery E. Hilton has submitted a proposed avigation easement for property in the vicinity of the Oceano County Airport, to the County of San Luis Obispo, and it is in the public interest that said avigation easement be recorded.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. That the recitals set forth herein above are true, correct and valid.
2. That the avigation easement, dated December 12, 2005 from Montgomery E. Hilton, to the County of San Luis Obispo, concerning land in the area of the Oceano County Airport, be and hereby is accepted by the County of San Luis Obispo in the form set forth in the document attached hereto, which is incorporated herein by reference as though herein fully set forth.
3. That the County of San Luis Obispo hereby consents to the recordation of said avigation easement and the County Clerk/Recorder be and hereby is authorized and directed to record said avigation easement in the San Luis Obispo County Recorder's official records.

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Upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and on the following role call vote, to-wit:

**AYES:**

**NOES:**

**ABSENT**

**ABSTAINING:**

the foregoing resolution is hereby adopted.

\_\_\_\_\_  
Chairperson of the Board of Supervisors

**ATTEST:**

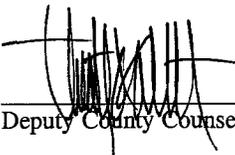
\_\_\_\_\_  
Clerk of the Board of Supervisors

[SEAL]

**APPROVED AS TO FORM AND LEGAL EFFECT:**

**JAMES B. LINDHOLM, JR.**  
County Counsel

By:

  
\_\_\_\_\_  
Deputy County Counsel

Dated:

\_\_\_\_\_ 12.14.05 \_\_\_\_\_

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RECORDING REQUESTED BY  
SAN LUIS OBISPO COUNTY

WHEN RECORDED, RETURN TO:

Director of Planning & Building  
County Government Center  
San Luis Obispo, California 93408  
ATTN: Development Review

APN(S): 062,085,001 Project#: SUB2004-00179



**GRANT OF AVIGATION EASEMENT**

No fee Document  
(Public Entity Grantee, Government Code Section 27383)

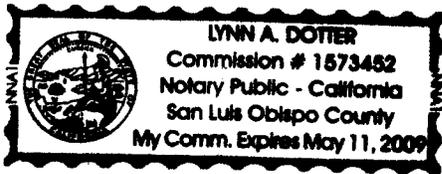
For a valuable consideration, receipt of which is hereby acknowledged, Montgomery E. Hilton, hereinafter referred to as "Grantor(s)", HEREBY GRANT(S) TO the County of San Luis Obispo, a political subdivision of the State of California, hereinafter referred to as "County", for the use and benefit of the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

Lots 17 and 18 in Block 14 of Map No. 2 of the Town of Oceano, in the County of San Luis Obispo, State of California, according to map recorded January 30, 1999, in Book A, Page 148 of Maps, in the Office of the County Recorder of said County.

Said parcel of real property described above is delineated by hatched lines on the map attached hereto as *Exhibit A* and incorporated by reference herein as though set forth in full.

(Continued following page)

STATE OF CALIFORNIA )  
 )SS  
COUNTY OF SAN LUIS OBISPO )



(SEAL)

On this 12<sup>th</sup> day of Dec., in the year 2008 before me, Lynn A. Dotter a Notary Public, personally appeared Montgomery E. Hilton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Lynn A. Dotter Notary Public  
Lynn A. Dotter

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

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

1. The continuing and perpetual right of County, at Grantor(s)' sole cost and expense, to cut off, trim, and/or prune those portions of any tree, bush, shrub and/or other vegetation extending, projecting or infringing into or upon the airspace above said Imaginary Surfaces.
2. The continuing and perpetual right of County, at Grantor(s)' sole cost and expense, to remove, raze or destroy those portions of any building, structure or other object, infringing, extending or projecting into or upon said Imaginary Surfaces.
3. The right of County, at Grantor(s)' sole cost and expense, to mark and light, as obstructions to air navigation, any building, structure or other object, any tree, bush, shrub or other vegetation, that may at any time infringe, project or extend into or upon said Imaginary Surfaces.
4. The right of County for ingress to, egress from, and passage on or over said real property of Grantor(s) for above purposes. County shall exercise said right of ingress and egress only after County gives Grantor(s) twenty-four (24) hours notice of County's intent to enter Grantor(s)' property. County shall not be precluded from exercising its right of ingress and egress by the failure of Grantor(s) to receive notice if County has made a reasonable effort to notify Grantor(s). If, in the opinion of the Airport manager, an obstruction or hazard exists within or upon said Imaginary Surfaces overlying said real property, which creates an immediate danger to the flight of aircraft landing at and/or taking off from the Airport such that immediate action is necessary, County may exercise its right of ingress and egress for the above purposes without notice to Grantor(s).
5. The right of flight for the unobstructed passages of aircraft, for the use and benefit of the public, in the airspace above said Imaginary Surfaces, together with the right to cause in or about said airspace such noise, light, electromagnetic emissions, vibrations, fumes, dust, fuel particles, and all other effects as may be inherent in the navigation or flight of aircraft now or hereafter used or known, using said airspace for landing at, taking off from, or operating from, to, at, on, or over said Airport. Note: Noise from over flying aircraft and from aircraft operations on the airport may be considered significant to persons residing and/or working on this real property.
6. The continuing and perpetual right of the County to allow aircraft flight and ground operations at said Airport at all times.

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

(Continued following page)

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**GRANT OF AVIGATION EASEMENT**

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

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

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

Dated: 12/12/05

GRANTOR(S):

Montgomery E. Hilton  
Montgomery E. Hilton

TRUST DEED BENEFICIARIES and/or MORTGAGEES

Washington Mutual Bank, FA, a federal association

By: Jann Rouille Jann Rouille  
Corporate Officer

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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ACKNOWLEDGMENT

State of WASHINGTON )  
 ) §  
County of SNOHOMISH )

On October 7<sup>th</sup>, 2005, before me, the undersigned, personally appeared Jan Rouille personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies) a Corporate Officer of Washington Mutual Bank, FA and that by his her their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

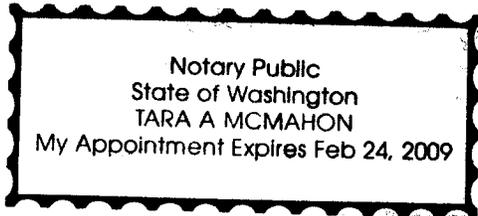
Tara A. McMahon

Notary Signature

Tara A. McMahon  
Typed or Printed Name of Notary Public

Notary Public

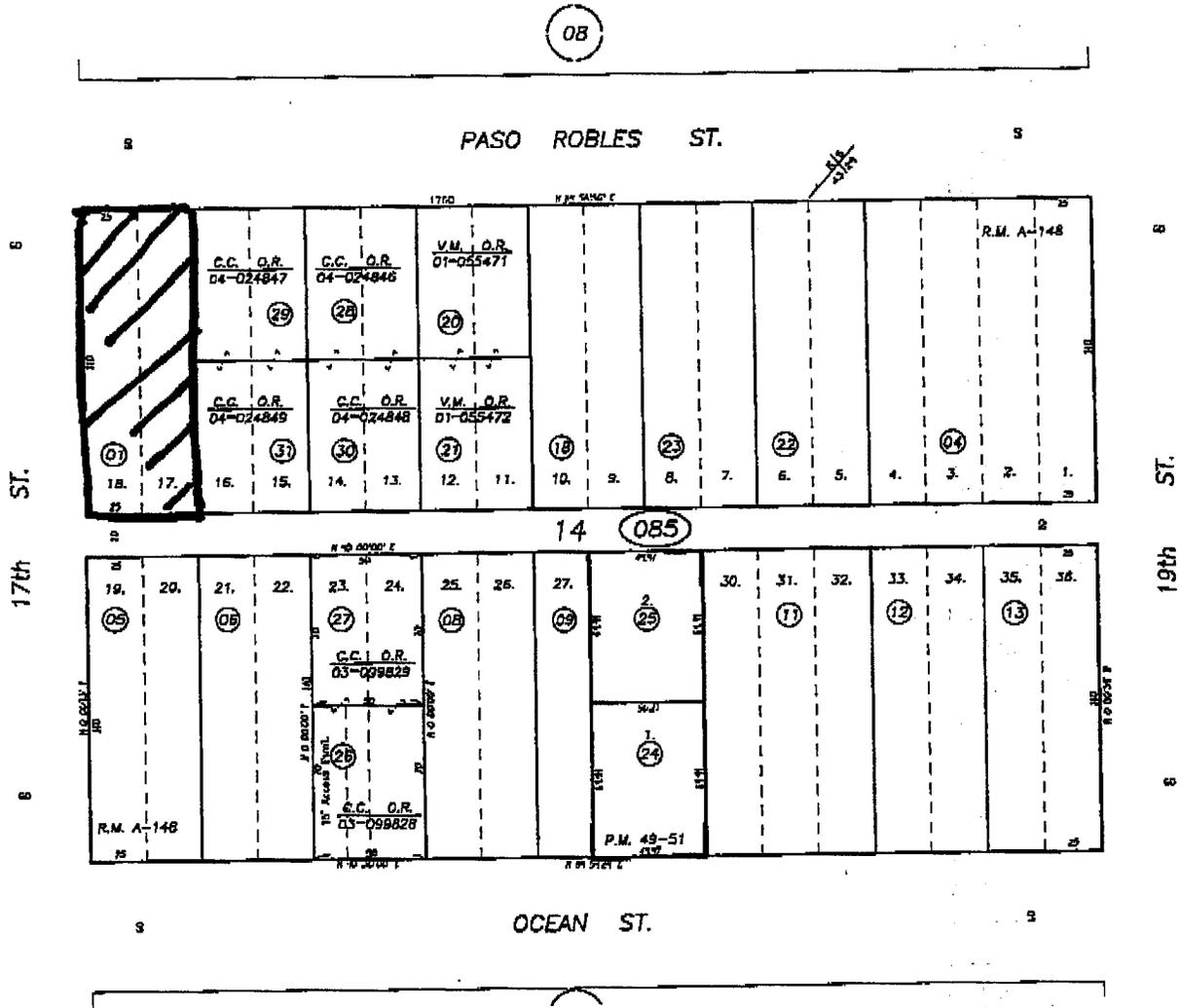
My Appointment expires: February 29<sup>th</sup>, 2009



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**EXHIBIT**

**MAP**



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