

**EXEMPT FROM RECORDING FEE
PURSUANT TO GOVERNMENT CODE
SECTION 27383**

**AND WHEN RECORDED, MAIL
DOCUMENT AND TAX STATEMENT TO:**

Real Property Division
County Manager's Office
San Mateo County
555 County Center 4th Floor
Redwood City, CA 94603-1663

Space Above This Line for Recorder's Use
Only

**COUNTY OF SAN MATEO
AVIGATION EASEMENT**

This avigation easement is made this ____ day of _____, 2016, by and between Oracle America, Inc., a Delaware corporation, hereinafter referred to as "GRANTOR," and the County of San Mateo, a political subdivision of the State of California, hereinafter referred to as "COUNTY" or "GRANTEE."

RECITALS

A. COUNTY is the owner of certain real property, commonly known as the San Carlos Airport, situated in the County of San Mateo, State of California and generally described as Assessor Parcel Numbers: 046-081-580, -530 and -700; 046-082-010; 095-030-210 and -230; 095-222-070; and 095-220-140 (the "San Carlos Airport"). The County of San Mateo operates the San Carlos Airport as a Category B-II, General Aviation Airport, as defined in Federal Aviation Administration ("FAA") Advisory Circular 150/5300-13 Airport Design and Federal Code of Regulations, Title 14, Part 77. For purposes of this easement, the San Carlos Airport property is the dominant tenement.

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

C. GRANTOR has proposed a project near the San Carlos Airport generally described as the Oracle Design Tech High School, to be located at 275 Oracle Parkway in the City of Redwood City, County of San Mateo, California, which project is described in the City of Redwood City's Final Environmental Impact Report for the project dated April 2016 (the "Project").

D. GRANTOR and GRANTEE wish to establish the terms and conditions of the required aviation easement so that the aircraft which use the San Carlos Airport will have the right to use the airspace over and above the Grantor property, notwithstanding the development and future presence of the Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. GRANT OF EASEMENT.

GRANTOR grants to COUNTY, and the COUNTY'S successors and assigns, a perpetual easement over the Grantor Property, as described in Exhibit A hereto, on the terms and conditions stated herein. The easement is an easement appurtenant to the San Carlos Airport, and an easement in gross as to members of the public using San Carlos Airport.

2. PURPOSES OF EASEMENT.

The purposes of this easement are (1) to allow for the free and unobstructed passage and flight of operationally compatible aircraft using San Carlos Airport, in, through, over, and across the airspace of the Grantor Property, and (2) to provide notice to GRANTOR and any future owners of the Grantor

property that the Grantor Property is located in the vicinity of San Carlos Airport and may be subject to impacts of aircraft operations at such airport.

3. RIGHTS GRANTED BY EASEMENT.

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

(a) The right to cause such noise, vibration, fumes, exhaust, dust, and fuel particles which result from the legal and proper operation of such aircraft.

(b) The right to cause radio, television, and other electromagnetic interference associated with the legal and proper operation of such aircraft.

(c) The right to cause such other effects which are inherent in the legal and proper operation of such aircraft.

4. GRANTOR'S OBLIGATIONS.

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

5. COUNTY'S OBLIGATION UNDER GRANT OF EASEMENT.

COUNTY shall exercise its best efforts to control and prohibit such aircraft operations at San Carlos Airport which:

(a) are in violation of Federal noise abatement regulations or operational and noise abatement flight procedures set forth in Title 14 of the Code of Federal Regulations and FAA orders and advisory circulars applicable to operationally compatible aircraft, or

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

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

6. WAIVER AND RELEASE OF CLAIMS.

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

7. ACKNOWLEDGMENT OF EFFECTS OF AIRCRAFT OPERATION.

The Grantor Property is located within the boundary of the adopted Airport Influence Area (AIA) and the Avigation Easement Review Area (AERA) for San Carlos Airport. GRANTOR acknowledges and

understands that, because the GRANTOR's private property is in close proximity to San Carlos Airport, operation of the airport and aircraft utilizing the airport may affect such property.

8. LIMITATIONS ON NOISE.

This grant of easement shall not extend to permit an aircraft noise level over the Grantor Property which exceeds 60dB CNEL.

9. RESERVATION OF RIGHTS AGAINST UNLAWFUL OPERATION.

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

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

10. INTERPRETATION AND ENFORCEMENT.

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

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

11. COVENANT RUNS WITH THE LAND.

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

12. APPLICABLE LAW.

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

13. TERMINATION.

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

ORACLE AMERICA. INC.,
a Delaware corporation

Dated: _____, 2016

By: _____
Name: _____
Its: _____

COUNTY OF SAN MATEO

Dated: _____, 2016

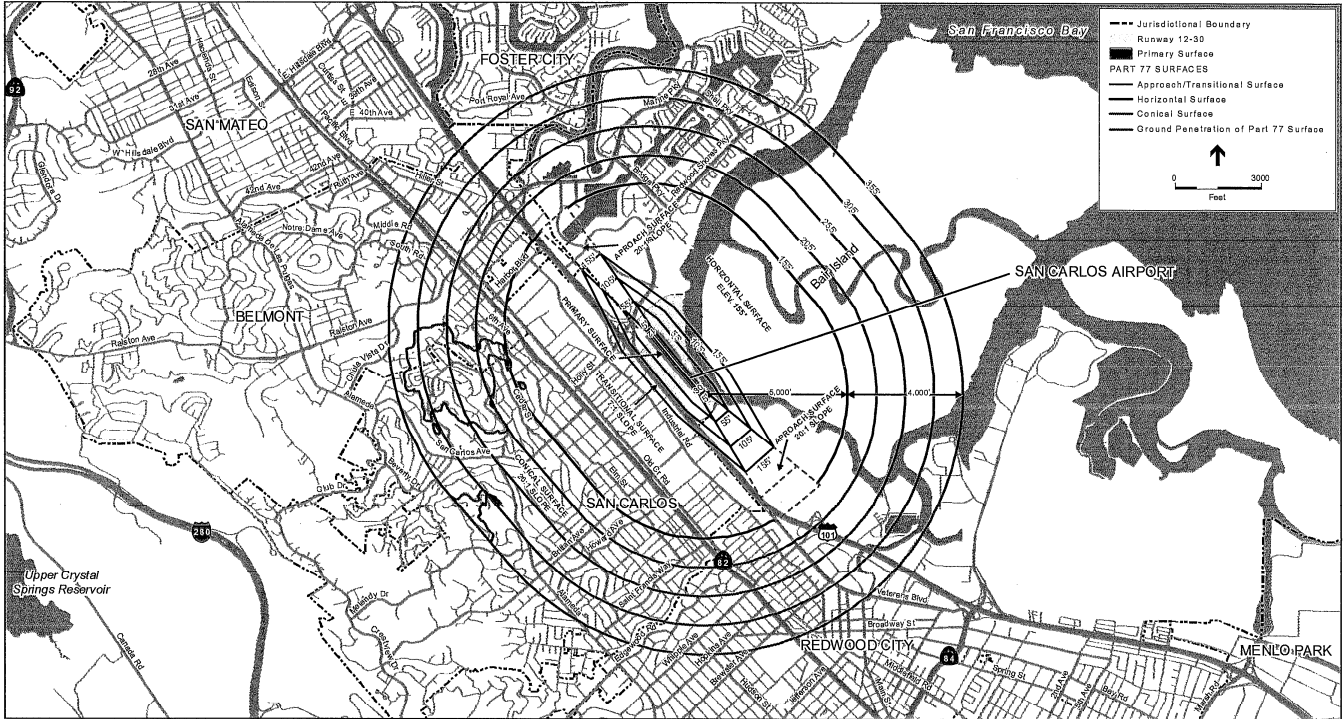
By: _____
County Manager

EXHIBIT A

To follow

EXHIBIT "B"

PART 77 AIRSPACE PLAN



SOURCE: ESRI, 2014; San Mateo County Planning and Building Department, 2014; ESA Airports, 2014

NOTE 1: All elevations on this exhibit are expressed in feet above mean sea level (MSL). The elevation of San Carlos Airport is 5 feet MSL.

NOTE 2: Locations where the ground/terrain penetrates the FAR Part 77 airspace surfaces are approximate and were developed using ground elevation contours provided by the San Mateo County Planning and Building Department, 2014.

San Carlos Airport ALUCP - 130763
Exhibit 4-4
San Carlos Airport Part 77 Airspace Protection Surfaces

CERTIFICATE OF ACCEPTANCE OF AVIGATION EASEMENT
(Pursuant to Government Code Section 27281)

This is to certify that the interest in real property conveyed by the deed or grant dated _____, 2016, from Oracle America, Inc. to the County of San Mateo, a political subdivision of the State of California, is hereby accepted as authorized by Resolution No. _____ by order of the Board of Supervisors of the County of San Mateo on _____, 2016 and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2016

By: _____
County Manager