

Easement Agreement Covering Skypark "Annex"

Following Document recorded in Book 5370, pages 262-266 of the County of Kern

Whereas Ruel G. Williams (hereinafter referred to as Williams) is the owner of the following described real property in the County of Kern, State of California:

Parcels 1, 2, 3 and 4 of Parcel Map 5239, County of Kern, State of California, as shown in the records of said county (hereinafter referred to as The Property); and

Whereas Carel F. Abresch, T. W. Aronson, W. W. Wagner and S. D. Ramsey (hereinafter referred to as Airport owners) are the owners of the following described real property in the County of Kern, State of California (hereinafter referred to as The Airport):

The north half of the north half of Lot 2 of the southwest quarter of Section 18, Township 9 North, Range 12 West, San Bernardino Meridian, in the County of Kern, State of California, according to the official plat of the survey of said land approved by the Surveyor General September 19, 1856;

The north half of the southeast quarter of Section 13, Township 9 North, Range 13 West, San Bernardino Meridian, in the County of Kern, State of California, according to the official plat of the survey of said land approved by the Surveyor General; and

Whereas Williams desires and intends by this instrument to create and grant a permanent easement 75 feet in width through the center of The Property for aircraft taxiway and aircraft access and underground utility purposes, which easement shall be for the benefit of and appurtenant to The Property and all portions thereof, and shall inure to the benefit of and may be used, subject only to the limitations herein set forth, by all persons who are the owners, or who become the owners, of The Property or any part or portion thereof; and

Whereas Airport Owners desire and intend by this instrument to create and grant a permanent easement to The Airport taxiways, runways, and other airport facilities, subject to the conditions and limitations herein set forth, which easement shall be for the benefit of and appurtenant to The Property and all portions thereof, and shall inure to the benefit of and may be used, subject only to the limitations herein set forth, by all persons who are the owners, or who become the owners, of The Property or any part or portion thereof;

Now therefore in consideration of the foregoing premises and the transfers, covenants, conditions and agreements hereinafter set forth, the parties agree to and do hereby create and grant, the following easements:

1. Williams hereby grants to all future owners of The Property or any part or portions thereof (and also reserves to himself) a permanent easement for aircraft taxiway and aircraft access purposes over and for underground utilities (including but not limited to electric, water, gas, sewage and telephone utilities, together with the right to maintain, repair and replace as reasonably required) under the following described real property:

The south 37.5 feet of the north half of Parcels 1, 2, 3 and 4 of Parcel Map 5239, County of Kern, State of California, as shown in the records of said county.

The north 37.5 feet of the south half of Parcels 1, 2 3 and 4 of Parcel Map 5239, County of Kern, State of California, as shown in the records of said county.

Said easement is and shall be for the benefit of and as appurtenant to The Property and all parts and portions thereof, and said easement shall inure

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to the benefit of and may be used, subject only to the limitations herein set forth, by all persons who are the owners, or who become the owners, of The Property or any part or portion thereof.

2. Airport Owners hereby grant Williams and all future owners of The Property, or any part or portion thereof, a permanent easement to The Airport taxiways, runways, and other airport facilities, subject to the conditions and limitations herein set forth, which easement is and shall be for the benefit of and may be used, subject only to the limitations herein set forth, by all persons who are the owners, or who become the owners, of The Property or any part or portion thereof.

3. The benefits and obligations herein created are appurtenant to The Property and any part or portion thereof, and are transferable upon sale, lease or other disposition of The Property or any part or portion thereof.

4. Access to the Airport is granted only for the normal operations of taxiing, take-off, and landing of aircraft. All other access to The Airport, by whatever means, will require the express permission of Airport Owners or their designated representatives.

5. A maximum of two (2) aircraft will be allowed access The Airport from each recorded parcel or the portion of The Property which shall have a minimum area of at least one and one-quarter (1-1/4) acres. No additional fee will be charged to owners of portions of The Property for their visitors via airplane to The Property. It will be the responsibility of the property owner and/or occupant of any particular portion of The Property to provide the aircraft identification numbers of those aircraft he wishes to have access to The Airport to Airport Owners and/or their representatives or operators. Such visitors' to The Property whose visits extend beyond four weeks shall pay a fee as Per paragraph 7.

6. Airport access herein granted applies only to aircraft being used for personal recreation and transportation and does not apply in any case to rental aircraft, charter aircraft, for hire aircraft or any other commercial operation as defined in the Federal Aviation Regulations.

7. Airport access will be conditional on the payment by the owner/occupant of the particular portion of The Property to Airport Owners and/or their representatives or operators of a monthly fee not to exceed fifty percent (50%) of the monthly port tie down fee then in effect.

8. Access to The Airport for any and all other purposes than those set forth in paragraph 6 above, including but not limited to aircraft sales, rental, charter, maintenance and repair, for hire, or manufacturing for sale, shall be Subject to negotiations between the owner/occupant of the particular portion of The Property and Airport Owners and/or their designated representatives or operators. These negotiations may include but not necessarily be limited to such factors as payment of a fixed fee and/or a percentage of gross receipts from such operations as Airport Owners and/or their designated representatives or operators may deem to be in competition with the operations of The Airport or tenants of The Airport.

9. Access to The Airport is conditional on the owners and/or occupants of The Property agreeing that no planting structure or appurtenance which extends upward above a plane defined by a slope of one foot vertically in twenty feet horizontally and containing the line parallel to and twenty feet above the average grade of the centerline of Werner Street as defined on Parcel Map 5239, shall be grown, constructed or placed on The Property. Owners and/or occupants of The Property further agree that no ground and/or air vehicle with a gross weight of more than 12,500 pounds or a total rated engine power greater than 700-horsepower may be operated on The Airport without the express written permission of Airport Owners and/or their designated representatives or operators.

10. Airport Owners assume no responsibility for the provision or maintenance of any taxiway or ground access facility outside The Airport

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boundaries. Airport owners will provide and maintain single taxiway located as an extension of the existing airport taxiway and approximately parallel to the centerline of airport runway No. 25 and extending to the eastern boundary of The Airport. Airport Owners reserve the right to make such changes in the grade and alignment of this taxiway as may be necessitated by future development requirements of The Airport.

11. Williams and future owners and/or occupants of The Property shall have the sole responsibility for the maintenance and repair herein created over The Property which falls within the boundaries of their particular portion of The Property.

12. The 75 foot easement herein created over The Property is for the sole benefit of Williams and future owners of The Property and shall not be used by owners of other real property in the vicinity or The Property, except as herein otherwise expressly provided.

13. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

In witness whereof the parties hereto have executed this instrument this 15th day of April, 1981.

SIGNATURES OF:

Ruel G. Williams

Carel F. Abresch

T. W. Aronson

W. W. Wagner

S. D. Ramsey

www.skypark.org

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