

AFTER RECORDING RETURN TO:

DEPARTMENT OF AVIATION

3561 Boeing Ave
McKinleyville, CA 95519

This instrument is for the benefit of
the County of Humboldt and is
entitled to be recorded without fee.
(Govt. Code 27383)

AVIGATION EASEMENT

APN:511-111-059-000

Development Permit Reference:

Beau Pre Heights Subdivision
FMS-06-11

☒ California Redwood
Coast – Humboldt
County Airport

☐ Dinsmore Airport

☐ Garberville Airport

☐ Kneeland Airport

☐ Murray Field

☐ Rohnerville Airport

☐ Samoa Field Airport

☐ Shelter Cove Airport

This indenture made this ____ day of _____, 20____ between McKinleyville
Murray Road, a California LLC, hereinafter referred to as **GRANTOR**, and the COUNTY
OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to
as **GRANTEE**.

GRANTOR, for good and valuable consideration, the receipt and sufficiency of which are
hereby acknowledged, does hereby grant to **GRANTEE**, its successors and assigns, a
perpetual and assignable easement over the following described parcel of land in which
GRANTOR holds a fee simple estate. The property which is subject to this easement is
depicted with the Assessor Parcel Number (APN) identified above and more particularly
described in **Exhibit "A"** which is attached hereto, incorporated herein by reference, and
is graphically depicted on **Exhibit "B"** which is attached hereto, incorporated herein by
reference. The property which is subject to this easement lies within the Airport Influence
Area of the Airport identified above (hereinafter called "AIRPORT") as identified in the
Airport Land Use Compatibility Plan for Humboldt County.

The easement applies to the airspace above an imaginary plane over the real property,
as such plane is defined under 14 Code of Federal Regulations (CFR) Part 77 and more
particularly described in **Exhibit "C"** which is attached hereto, and incorporated herein
by reference.

The aforesaid easement and right of way includes, but is not limited to:

- (1) For the use and benefit of the public, and to the extent and in the manner consistent
with safe operating procedures as provided under applicable government
regulations, the right to make flights, and the noise inherent thereto,

in airspace over the property described in Exhibit A, in connection with landings, takeoffs, and general operation of the AIRPORT; or cause or permit the flight by any and all persons, or any aircraft, of any and all kinds now or hereafter known, in, through, across, or about any portion of the airspace hereinabove described; and

- (2) The easement and right to cause or create, or permit or allow to be caused or created within all space above the existing surface of the hereinabove described real property and any and all airspace laterally adjacent to said real property, such noise, vibration, currents, fumes, dust, fuel particle emissions, and other effects of air, illumination, and fuel consumption as may be inherent in, or may arise or occur from or during the operation of aircraft of any and all kinds, now or hereafter known or used, for navigation of or flight in air; and
- (3) The easement and right to regulate or prohibit the release in the air of any substance which would impair the visibility or otherwise interfere with the operations of aircraft such as, but not limited to: dust, steam, light emissions (either direct or indirect), electrical interference, glare, smoke, and other potential hazards to flight from the property; and

The right to regulate or prohibit electrical emissions which would interfere with aircraft communication systems or aircraft navigational equipment, and

- (4) The continuing right to clear and keep clear from the airspace any portions of buildings, structures, or improvements of any and all kinds, and of trees or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees, or other things which extend into or above said airspace, and the right to cut to the ground level and remove, any trees which extend into or above the airspace; and
- (5) The continuing right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects, which extend into or above the airspace; and
- (6) The right of ingress to, passage within, and egress from the hereinabove described real property, for the purposes described in subparagraphs (4) and (5) above at reasonable times and after reasonable notice.
- (7) The right to prohibit any use which would attract or sustain large groups of birds. For and behalf of itself, its successors and assigns, GRANTOR hereby covenants with GRANTEE, for the direct benefit of the real property constituting the AIRPORT referenced above, hereinafter described, that neither GRANTOR, nor its successors in interest or assigns will construct, install, erect, place, or grow in or upon the hereinabove described real property, nor will they permit or allow any building, structure, improvement, tree, or other object which extends into or above the airspace, or which constitutes an obstruction to air navigation,

or which obstructs or interferes with the use of the easement and rights of way herein granted.

The easements and rights of way herein granted shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the AIRPORT referenced above, in the County of Humboldt, State of California; and shall further be deemed in gross, being conveyed to **GRANTEE** for the benefit of **GRANTEE** and any and all members of the general public who may use said easement or right of way, in landing at, taking off from, or operating such aircraft in or about the airport referenced above, or in otherwise flying through said airspace.

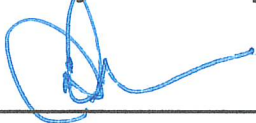
GRANTOR, together with its successors in interest and assigns, hereby waives its right to legal action against GRANTEE, its successors or assigns for monetary damages or other redress due to impacts, as described in paragraph 2 of the granted rights of easement, associated with aircraft operations in the air or on the ground at the AIRPORT, including future increases in the volume or changes in locations of said operations. Furthermore, GRANTEE, its successors and assigns shall have no duty to avoid or mitigate such damages through physical modification of airport facilities or establishment or modification of aircraft operational procedures or restrictions. However, this waiver shall not apply if the airport role or character of its usage (as identified in an adopted airport master plan, for example) changes in a fundamental manner which could not reasonably have been anticipated at the time of the granting of this easement and which results in a substantial increase in the impacts associated with aircraft operations.

This grant of easement shall not operate to deprive **GRANTOR**, its successors or assigns, of any rights which **GRANTOR** may from time to time have against any air carrier or private operator for negligent or unlawful operation of aircraft.

These covenants and agreements run with the land and are binding upon the heirs, administrators, executors, successors, and assigns of **GRANTOR** and, for the purpose of this instrument, the real property first hereinabove described is the servient tenement and said airport referenced above is the dominant tenement.

GRANTOR:

McKinleyville Murray Road, a California LLC



Daniel J. Johnson, Member

JUNE 11, 2026

DATE

CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Humboldt)

On June 11th 2026 before me, Molly Bartlett

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

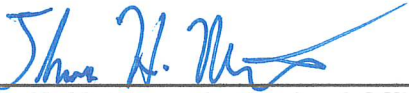
WITNESS my hand and official seal.

Signature 



C E R T I F I C A T E O F A C C E P T A N C E

This is to certify that the interest in real property conveyed herein to the County of Humboldt, a political subdivision of the State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Humboldt pursuant to authority conferred by Ordinance No. 2725 of the Board of Supervisors of the County of Humboldt adopted on September 12, 2023, and Resolution No. 06-120 of the Board of Supervisors of the County of Humboldt adopted on December 12, 2006, and the grantee consents to recordation thereof by its duly authorized officer.



Thomas K. Mattson, Authorized Officer
Humboldt County Director of Public Works

Dated: _____

6/11/26

Exhibit A

For APN/Parcel ID(s): [510-011-015-000](#), [510-011-017-000](#), [511-161-004-000](#) and [511-111-059-000](#)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN THE COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, THE NORTHEAST QUARTER OF SECTION 32, THE NORTHWEST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 1 EAST, HUMBOLDT MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 29;

THENCE SOUTH 89 DEGREES 28 MINUTES 05 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 2100.88 FEET TO A POINT WHICH IS DISTANT 520.00 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 41 DEGREES 06 MINUTES 10 SECONDS EAST, 354.86 FEET;

THENCE SOUTH 32 DEGREES 35 MINUTES 20 SECONDS EAST, 588.99 FEET;

THENCE SOUTH 49 DEGREES 14 MINUTES EAST, 220.56 FEET;

THENCE SOUTH 69 DEGREES 59 MINUTES 45 SECONDS EAST, 181.98 FEET;

THENCE SOUTH 8 DEGREES 54 MINUTES 30 SECONDS EAST, 226.53 FEET;

THENCE SOUTH 13 DEGREES 05 MINUTES 40 SECONDS EAST, 139.14 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28;

THENCE SOUTH 89 DEGREES 25 MINUTES 09 SECONDS EAST, ALONG SAID NORTH LINE, 893.91 FEET

TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 0 DEGREES 15 MINUTES 20 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 1322.98 FEET TO THE SOUTHEAST CORNER

THEREOF;

THENCE SOUTH 265.45 FEET TO THE CENTER LINE OF MURRAY ROAD, AS SAID ROAD IS DESCRIBED

IN [BOOK 964 OFFICIAL RECORDS, PAGE 476](#), HUMBOLDT COUNTY RECORDS, AND AS MONUMENTED BY THAT SURVEY FILED IN [BOOK 29 OF SURVEYS, PAGES 124](#) AND 125, HUMBOLDT COUNTY RECORDS;

THENCE WESTERLY ALONG SAID CENTER LINE TO THE INTERSECTION THEREOF WITH THE SOUTHERLY EXTENSION OF THE COURSE DESCRIBED AS "SOUTH 20 DEGREES 31 MINUTES WEST, 209 FEET MORE OR LESS", IN THE DEED FROM SIMPSON TIMBER COMPANY, A WASHINGTON CORPORATION TO BEAU PRE CORPORATION, A CALIFORNIA CORPORATION, RECORDED JULY 1, 1977

IN [BOOK 1424, PAGE 409](#), OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY EXTENSION AND SAID COURSE NORTH 20 DEGREES 31 MINUTES EAST TO THE MOST NORTHERLY TERMINUS THEREOF;

THENCE ALONG THE BOUNDARY OF LANDS DESCRIBED IN SAID DEED TO BEAU PRE CORPORATION,

THE FOLLOWING COURSES:

NORTH 88 DEGREES 54 MINUTES EAST, 254.6 FEET;

NORTH 63 DEGREES 40 MINUTES EAST, 415.7 FEET;

NORTH, 722.3 FEET;

NORTH 84 DEGREES 58 MINUTES WEST, 918.1 FEET;

SOUTH 55 DEGREES 50 MINUTES WEST, 300.8 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER TO THE SOUTH LINE OF THAT PARCEL CONVEYED TO THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BY DEED [RECORDED IN BOOK 1148 OFFICIAL RECORDS, PAGE 357](#), HUMBOLDT COUNTY RECORDS;

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING COURSES:

EAST 60 FEET;

NORTH 0 DEGREES 06 MINUTES EAST, PARALLEL WITH THE SUBDIVISION LINE, 208 FEET;

Exhibit A

(continued)

WEST 60 FEET TO THE TRUE POINT OF BEGINNING OF SAID PARCEL, BEING ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;

THENCE NORTHERLY ALONG SAID LINE 40 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM PARCEL ONE OF [PARCEL MAP NO. 3000](#) IN [BOOK 27 OF PARCEL MAPS PAGES 110 AND 111](#) , HUMBOLDT COUNTY RECORDS.

PARCEL TWO

AN EASEMENT FOR THE PURPOSES OF INGRESS, EGRESS, UTILITIES AND ALL PURPOSES INCIDENTAL

THERE TO, TOGETHER WITH THE RIGHT OF DEDICATION OF SAME TO A PUBLIC AGENCY, DESCRIBED

AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST,

HUMBOLDT BASE AND MERIDIAN;

THENCE EAST ALONG THE EAST-WEST QUARTER SECTION LINE, A DISTANCE OF 735 FEET;

THENCE NORTH 50 FEET;

THENCE WEST ON A LINE PARALLEL TO THE QUARTER SECTION LINE, A DISTANCE OF 700 FEET;

THENCE SOUTHWEST TO A POINT ON THE NORTH-SOUTH SECTION LINE 38 FEET FROM THE QUARTER SECTION CORNER;

THENCE SOUTH 38 FEET TO THE POINT OF BEGINNING.

CLTA Preliminary

EXHIBIT B

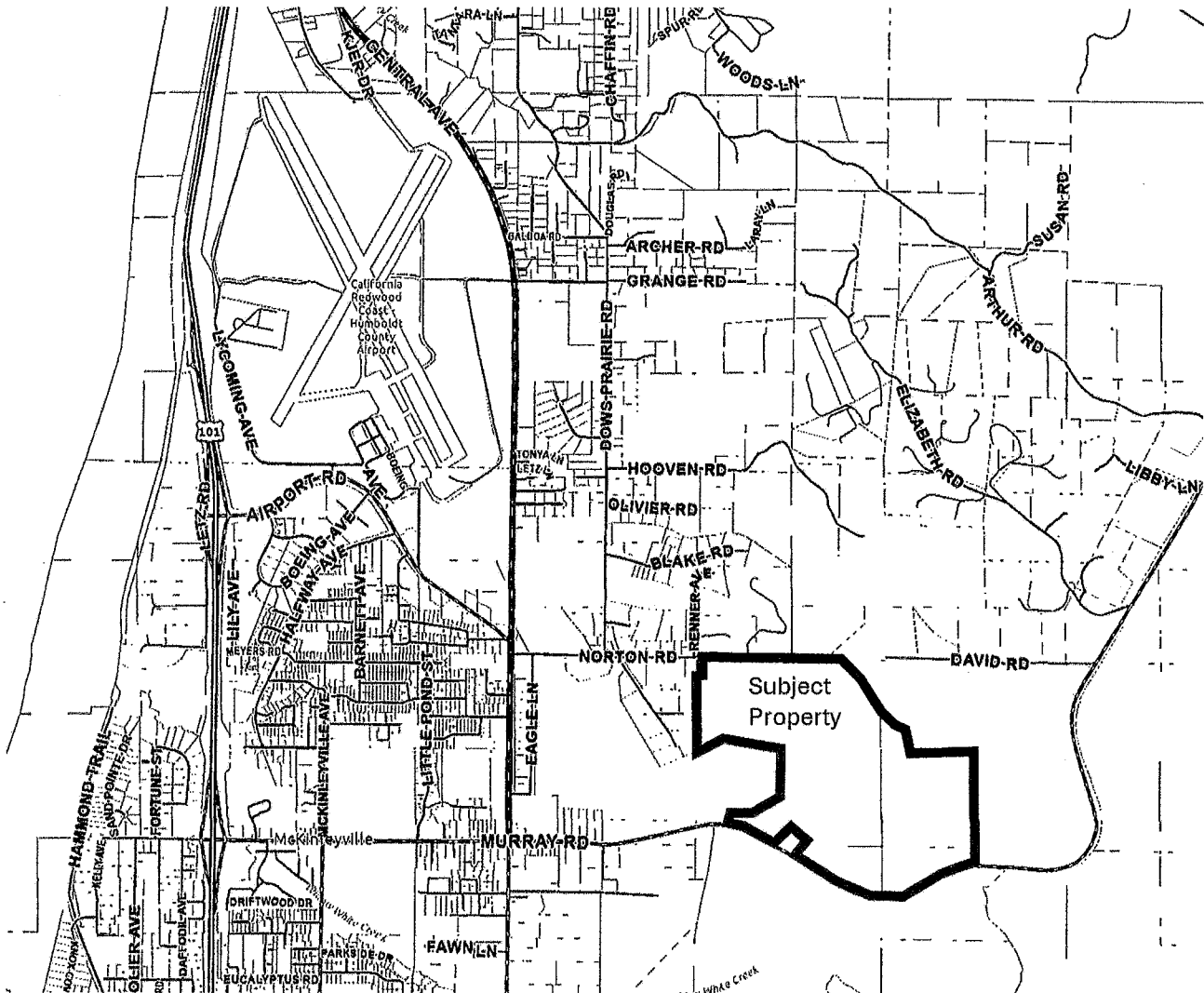


EXHIBIT "C"
(Runway 14– Arcata Eureka -Airport))

The imaginary plane above the real property described in Exhibit "A", as such plane is defined by 14 CRR Part 77, and consists of a plane described as an approach, transition, or horizontal surface; the elevation of said plane being based upon the California Redwood Coast-Humboldt County Airport official runway and elevation of 218 feet Above Mean Sea Level (AMSL), as determined by California Redwood Coast-Humboldt County Airport Layout Plan, the approximate dimensions of which said plane are described as follows:

The airport traffic area at the California Redwood Coast-Humboldt County Airport consists of the airspace within the Runway Clear Zone under the approach surface and above the approach surface, transitional surface, and the horizontal surface of Runway 14, which are described as follows:

(1) RUNWAY CLEAR ZONE

An area at ground level that begins at the end of each primary surface defined in FAR 77.25(c) and extends with the width of each approach surface defined in FAR 77.25(d), to terminate directly below each approach surface slope at the point, or points, where the slope reaches a height of 50 feet (15m) above the elevation of the runway end or 50 feet (15m) above the terrain at the outer extremity of the clear zone, whichever distance is shorter.

(2) AIRPORT APPROACH SURFACE

The approach surface is an area trapezoidal in form located at the ends of said runway, which area extends outwardly 10,000 feet beginning at a point 200 feet outward from the end of the runway on the extended centerline of said runway and which area is 1,000 feet in width at its inner end and 16,000 feet in width at its outer end. The approach surface is a trapezoidal plane with a slope of 34:1 (1 foot of elevation for every 34 feet of horizontal distance) for a distance of 50,000 feet, which inclined plane has an elevation of 218 feet mean sea level at its inner lower edge and an elevation of 1,688 feet mean sea level at its outer and upper edge.

(3) TRANSITIONAL SURFACE

These surfaces extend outward and upward at a point 500 feet at right angles to the runway centerline extended at a slope of 7:1 from the sides to the horizontal surface, a point of 150 feet above the airport runway elevation of 218 feet at California Redwood Coast-Humboldt County Airport. These surfaces also extend outward and upward at right angles to the approach surface at a slope of 7:1 from the sides of the approach surface of the horizontal surface at a point 150 feet above the airport runway elevation of 218 feet at the California Redwood Coast-Humboldt County Airport.

(4) HORIZONTAL SURFACE

Horizontal surface means a plane circular in shape with its height 150 feet above the established airport elevation and having a radius from the airport reference point of 10,000 feet. The established elevation of an airport is the elevation of the highest point of the usable landing area. The airport reference point is the point selected and marked at the approximate center of the airport landing area.