

196548

WHEN RECORDED MAIL TO:

CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING
This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without fee.
(Government Code §6103)

Project: C-12-912
5640 Van Buren Boulevard

RECEIVED FOR RECORD
AT 1:00 O'CLOCK

MAY 29 1992

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$

13275

AVIGATION EASEMENT

WHEREAS RIVERSIDE VAN BUREN PLAZA ASSOCIATES, LTD., a California
limited partnership, hereinafter called the "Grantor", is the owner in
fee of that certain real property situated in the City of Riverside,
County of Riverside, State of California, described as follows:

Parcel 3 of Parcel Map No. 21586, as shown by map on file in
Book 141, Pages 24 and 25 of Parcel Maps, records of Riverside
County, California.

hereinafter called "the Grantor's property"; and

WHEREAS the Grantor's property is located within the Airport
Influence Area for the Riverside Municipal Airport operated by the City
of Riverside; and

WHEREAS the Grantor has sought approval from the City of Riverside
for the development of the Grantor's property by the project
above-referenced; and

DESCRIPTION APPROVAL 2/6/92
George P. Hutchinson, III
SURVEYOR CITY OF RIVERSIDE

WHEREAS the City of Riverside has conditioned the approval of such project by requiring the granting of an avigation easement over the Grantor's property;

NOW, THEREFORE FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GRANTOR does hereby grant to the CITY OF RIVERSIDE, a municipal corporation of the State of California, hereinafter referred to as "Grantee", its successors and assigns, for the use and benefit of the public, a perpetual easement and right of flight appurtenant to the Riverside Municipal Airport for the passage of aircraft by whomsoever owned and operated in the airspace above the surface of the Grantor's property described hereinabove, together with the right to cause in said airspace such noise, sound or shock waves, vibrations, dust, smoke, odors, fumes, fuel particles and other related conditions that may be inherent in the operation of aircraft landing at, taking off from or operating at or on the Riverside Municipal Airport. "Aircraft" is defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed for navigation of or flight in the air.

Grantor hereby acknowledges that the Riverside Municipal Airport is an operating airport subject to increases in the intensity of use and operation, including present and future noise, sound or shock waves, vibrations, dust, smoke, odors, fumes, and fuel particles and related conditions, and Grantor hereby fully waives, remises and releases any right or cause of action which Grantor may now or in the future have against Grantee, its successors and assigns, due to such noise, sound or

shock waves, vibrations, dust, smoke, odors, fumes, fuel particles and other related conditions that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Riverside Municipal Airport. Said waiver and release shall include, but not be limited to, claims known or unknown for damages for physical or emotional injuries, discomfort, inconvenience, property damage, interference with use and enjoyment of property, diminution of property values, nuisance or inverse condemnation or for injunctive or other extraordinary or equitable relief.

Grantor, on the behalf of Grantor and the successors and assigns of Grantor, agrees not to construct or permit the construction or growth of any structure, tree or other object that obstructs or interferes with the use of the rights herein granted or that creates electrical interference with radio communication between any installation at the Riverside Municipal Airport and aircraft, or to cause difficulty for pilots to distinguish between airport lights and other lights or to impair visibility in the vicinity of the Riverside Municipal Airport, or to otherwise endanger the landing, take-off, or maneuvering of aircraft on or at said Riverside Municipal Airport.

IT IS UNDERSTOOD AND AGREED that this easement and the rights and restrictions herein created shall run with the land and shall be binding upon the Grantor and the heirs, administrators, executors, successors and assigns of Grantor.

RIVERSIDE VAN BUREN PLAZA ASSOC., LTD.
a California limited partnership
By: Cahan/Crisell Properties,
a California general partnership

Dated 3-9-92

By [Signature] Trustee of the Crisell Family Trust
ROBERT W. CRISELL, a general partner
By [Signature]
ROBERT M. CAHAN, a general partner

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, California, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 14883 of said City Council adopted January 25, 1983, and the grantee consents to recordation thereof by its duly authorized officer.

Dated May 29, 1992

[Signature]
Real Property Services Manager
of the City of Riverside

RVPALTD.AE

[Signature]
APPROVED AS TO FORM
CHIEF ASSISTANT CITY ATTORNEY

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF San Diego) ss.

On March 9, 1992, before me, the undersigned, a Notary Public in and for said State and County, personally appeared ROBERT M. CAHAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be one of the general partners of CAHAN/CRISELL PROPERTIES, a California general partnership, the general partnership that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said partnership, said partnership being known to me to be the general partner of RIVERSIDE VAN BUREN PLAZA ASSOCIATES, LTD., a California limited partnership, the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same as such partner and that such limited partnership executed the same.

WITNESS my hand and official seal.



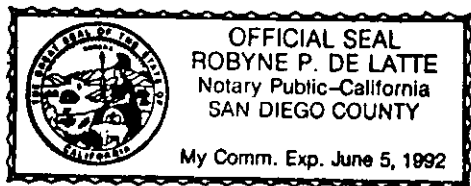
(SEAL)

Robyne P. De Latte
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF San Diego) ss.

On March 9, 1992, before me, the undersigned, a Notary Public in and for said State and County, personally appeared ROBERT W. CRISELL, Trustee of the Crisell Family Trust dated February 20, 1986, personally known to me (or proved to me on the basis of satisfactory evidence) to be one of the general partners of CAHAN/CRISELL PROPERTIES, a California general partnership, the general partnership that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said partnership, said partnership being known to me to be the general partner of RIVERSIDE VAN BUREN PLAZA ASSOCIATES, LTD., a California limited partnership, the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same as such partner and that such limited partnership executed the same.

WITNESS my hand and official seal.



(SEAL)

Robyne P. De Latte
Notary Public

