

158184

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)

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

APR 15 1994

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$

[Handwritten signature]

SIN

FOR RECORDER'S OFFICE USE ONLY

Project: **PW-005-934**
Alessandro Blvd.

13666

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AVIGATION EASEMENT

WHEREAS **SPECTRUM ASSOCIATES NO.1**, a California general partnership, hereinafter called the "Grantor", is the owner in fee of that certain real property as described in Exhibit "A" attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California, hereinafter called "the Grantor's property"; and

WHEREAS the Grantor's property is located within the Air Installation Compatible Use Zone (AICUZ) for March Air Force Base, operated by the Department of Defense of the United States of America, and within the flight path of aircraft operating from said Air Force Base; 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

WHEREAS the City of Riverside has conditioned the approval of such project by

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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, including, but not limited to, the United States Armed Forces, a perpetual easement and right of flight for the passage of aircraft by whomsoever owned and operated in the airspace above the surface of the Grantor's property as described in said Exhibit "A", 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. "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 March Air Force Base 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 March Air Force Base or other airport or air facility which is or may be located at or near the site of said March Air Force Base. 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 March Air Force Base and aircraft, or to cause difficulty for pilots to distinguish between airport lights and other lights or to impair visibility in the vicinity of March Air Force Base, or to otherwise endanger the landing, take-off, or maneuvering of aircraft on or at said March Air Force Base.

The foregoing grant of easement shall not be considered as otherwise prohibiting the use of the Grantor's property for any lawful purpose below the minimum flight altitudes for aircraft presently authorized or hereafter authorized by the appropriate federal or state authority, provided all applicable federal, state and local regulations pertaining to height restrictions are adhered to.

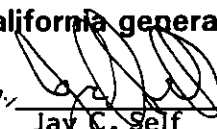
Grantor by executing this Avigation Easement hereby gives notice to prospective buyers or tenants of the property described in Exhibit "A" that such property is within the flight paths of March Air Force Base; that neither Grantor nor the City of Riverside have any responsibility or control over the operations of March Air Force Base, including the types and number of flight operations; that such flight operations to and from March Air Force Base may occur at any hour; and that the flight operations to and from March Air Force Base may -create significant aircraft environmental impacts affecting the property and the purchasers,

tenants and occupants of the property.

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.

Dated April 5, 1994

**SPECTRUM ASSOCIATES NO. 1, a
California general partnership**

by  _____
Jay C. Self

title General Partner

by  _____
Mark A. Thompson

title General Partner

GENERAL ACKNOWLEDGEMENT

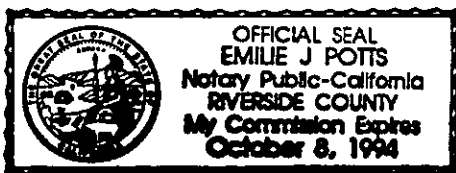
State of California }
County of RIVERSIDE } ss

On APRIL 5, 1994, before me EMILIE J. POTTS
(date) (name)

a Notary Public in and for said State, personally appeared

MARK A. THOMPSON AND JAY C. SEIF
Name(s) of Signer(s)

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), 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.

Emilie J. Potts
Signature

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. 18233 of said City Council adopted May 11, 1993, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 4/8/94

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

pw005934.avg

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- () Corporate Officer(s)

Title _____

Title _____

- () Guardian/Conservator
- () Individual(s)
- () Trustee(s)
- () Other

- Partner(s)
 - General
 - () Limited

The party(ies) executing this document is/are representing:
SPECTRUM ASSOCIATES
NO. 1, a CALIFORNIA
GENERAL PARTNERSHIP

APPROVED AS TO FORM

[Signature]
ASST. CITY ATTORNEY

EXHIBIT "A"

Parcels 1 and 2 of Parcel Map No. 24536, as shown by map on file in Book 162 of Parcel Maps at pages 91 through 98 inclusive thereof, Records of Riverside County, California.

EXCEPTING THEREFROM that portion of said Parcel 1, described as follows:

Beginning at the southwest corner of said Parcel 1;

Thence North 89° 20' 39" East along the south line of said Parcel 1, a distance of 281.22 feet to an angle point therein;

Thence South 89° 24' 29" West, a distance of 202.45 feet;

Thence South 89° 19' 37" West, a distance of 78.78 feet to a point in the west line of said Parcel 1;

Thence South 00° 07' 45" East along said west line, a distance of 0.20 feet to the point of beginning.

Containing 9.34 acres, more or less.

PREPARED UNDER MY SUPERVISION:

Matthew E. Webb
Matthew E. Webb, L.S. 5529

3/2/94
Date

Prepared by: [Signature]
Checked by: [Signature]

DESCRIPTION APPROVAL 3/28/94
[Signature] by [Signature]
SURVEYOR, CITY OF RIVERSIDE



158184

PARCEL 3

PARCEL 15

PARCEL NO. 24536

P.M.B. 162/91-98

PARCEL 28

PARCEL 28

N 89° 19' 37" E 493.56

100.42
N 44° 51' 58" W

PARCEL 2



N 00° 07' 45" W 727.79

N 00° 40' 23" W 580.39

PARCEL 22

PARCEL 15

PARCEL 1

N 00° 07' 45" W 0.20

N 89° 19' 37" E 78.78

N 89° 24' 29" E 202.45

N 87° 51' 17" E 97.72

N 43° 35' 28" E 221.12

281.22
N 89° 20' 39" E

ALESSANDRO BLVD.

CITY OF RIVERSIDE

C.B. 11/26-5

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL (S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

92-14

SCALE: 1" = 200'

DRWN BY *Alan* DATE 3/2/94
CHKD BY *RWS* DATE 3/2/94

SUBJECT: AVIGATION EASEMENT (PW-005-934)