

309363

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-22-823
Riverside (Cell #220)

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

AUG 5 - 1994

Recorded in Official Records
of Riverside County, California
Recorder
Fees \$ 20

10731

20

AVIGATION EASEMENT

WHEREAS Los Angeles SMSA Limited Partnership, a California limited partnership, hereinafter called the "Grantor", is the lessee of that certain real property situated in the City of Riverside, County of Riverside, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference, 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

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 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

13731

Municipal Airport 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", commencing one hundred and fifty feet (150') above ground level and extending upward, 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 assign of Grantor, agrees not to construct or permit the construction or growth of any structure, tree or other object, aside from a 125 foot monopole with associated supports and antennas, associated radio equipment, tower lighting, and

necessary fixtures and appurtenances, 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 for the duration of Grantor's interest in Grantor's Property (including extensions thereof) and shall be binding upon the Grantor and the heirs, administrators, executors, successors and assigns of Grantor.

Dated 12-30-93

Los Angeles SMSA Limited Partnership,
a California Limited Partnership

By: PacTel Cellular,
a California Corporation,
its General Partner

Jim Proffitt FOR

By: Jim Proffitt
Vice President, Network
Los Angeles Market

APPROVED AS TO FORM

Kathleen M. Gonzal
ASST. CITY ATTORNEY

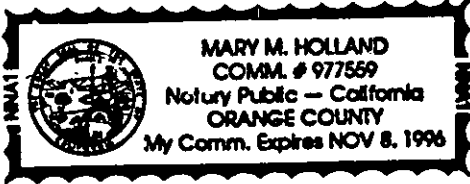
State of CALIFORNIA

County of ORANGE

On 12-30-93 before me, Mary M. Holland, Notary Public

personally appeared Neil FITZPATRICK

[X] 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.

Mary M. Holland
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- [] INDIVIDUAL
[] CORPORATE OFFICER(S)
[] PARTNER(S) [] LIMITED [] GENERAL
[] ATTORNEY-IN-FACT
[] TRUSTEE(S)
[] GUARDIAN/CONSERVATOR
[] OTHER:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

That portion of Lot 10 in Block 23 of the Lands of the Riverside Land and Irrigating Company, as shown by map on file in Book 1, Page 70 of Maps, records of San Bernardino County, California, described as follows:

COMMENCING at a point in the northwesterly line of Parcel 1 of Record of Survey on file in Book 39, Page 50 of Record of Surveys, records of Riverside County, California, distant thereon North 23°48'00" East, 94.54 feet from the southwesterly terminus thereof;

THENCE parallel to the westerly line of said Parcel 1, South 34°00'00" East, 11.82 feet to a point on the southeasterly line of a 10.00' wide public utility easement lying adjacent to and southeasterly of said northwesterly line; said easement recorded in Book 3345, Page 216, et seq., of Official Records of said Riverside County; said last mentioned point being the TRUE POINT OF BEGINNING for this description;

THENCE along said southeasterly line of said easement, North 23°48'00" East, 59.09 feet (formerly 59.04 feet);

THENCE leaving said southeasterly line and parallel to said westerly line of Parcel 1, South 34°00'00" East, 101.77 feet (formerly 101.83 feet);

THENCE at right angles, South 56°00'00" West, 50.00 feet;

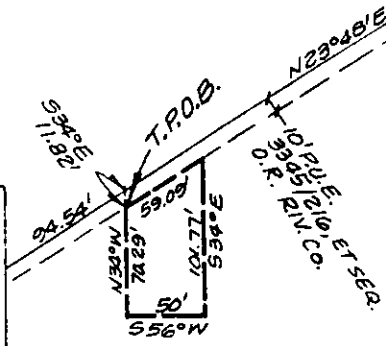
THENCE parallel to said westerly line, North 34°00'00" West, 70.29 feet to the POINT OF BEGINNING.

DESCRIPTION APPROVAL 3/29/90
W.C. [Signature] by *W.K.*
 SURVEYOR, CITY OF RIVERSIDE



PACTEL.DES

R.L. & I. Co. M.B. 1/70 S.B. Co.
BLOCK 23

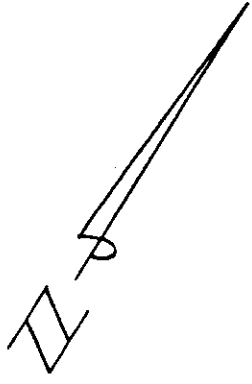


P.M. 7998 P.M.B. 30/12-13
PAR. 1

PAR. LOT 10

R/S 39/50
PAR. 1

S 34° 00' 00" E



DIANA

AVENUE

TO ADAMS ST.

RIVERSIDE



FREEWAY

• CITY OF RIVERSIDE, CALIFORNIA •

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

5/27-1

SCALE: 1" = NTS

DRAWN BY K96 DATE 3/29/94

SUBJECT PARCEL AVIG. EASE.

13731