

When Recorded Mail To:

City Clerk
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

JAN 15 1997

FREE RECORDING

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

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$



FOR RECORDER'S OFFICE USE ONLY

Project: CU-008-967
5759 Montgomery
A.P.N. 151-180-006

AVIGATION EASEMENT

WHEREAS MARY ELIZABETH LOFFER, a married woman as her sole and separate property, as to an undivided one-half interest, and DAVID LEON DAVIS, a married man as his sole and separate property, as to an undivided one-half interest, as tenants in common, hereinafter called the "Grantors", are the owners in fee 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 Grantors' property"; and

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

WHEREAS the Grantors have sought approval from the City of Riverside for the development of the Grantors' 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 Grantors' property;

NOW, THEREFORE FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GRANTORS do 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 Grantors' 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 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.

Grantors hereby acknowledge 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 Grantors hereby fully waive, remise and release any right or cause of action which Grantors 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.

Grantors, on the behalf of Grantors and the successors and assigns of Grantors, agree 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.

The foregoing grant of easement shall not be considered as otherwise prohibiting the use of the Grantor's property for any lawful purpose below 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.

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 Grantors and the heirs, administrators, executors, successors and assigns of Grantors.

Dated 1-5-97

Mary Elizabeth Loffer
MARY ELIZABETH LOFFER

As the spouse of Mary Elizabeth Loffer, I hereby consent and join in the granting of the above avigation easement.

Harvey V. Loffer
HARVEY V. LOFFER

Dated 1-5-97

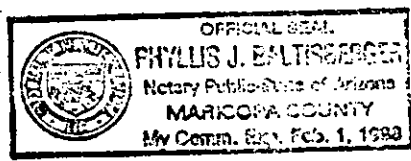
David Leon Davis
DAVID LEON DAVIS

As the spouse of David Leon Davis, I hereby consent and join in the granting of the above avigation easement.

STATE OF ARIZONA } ss.

COUNTY OF Maricopa
This instrument was acknowledged before me this 7th day of Jan, 1997, by Gerry Davis in witness whereof I herewith set my hand and official seal.
[Signature]
Notary Public

Gerry Davis
GERRY DAVIS



GENERAL ACKNOWLEDGEMENT

State of California }
County of SAN BERNARDINO } ss

On 1-5-97, before me NORMAN C. SHAW
(date) (name)

a Notary Public in and for said State, personally appeared

MARY ELIZABETH LOFFER, HARVEY V. LOFFER AND DAVID LEON DAVIS
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.

[Signature]
Signature

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

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

Title _____

Title _____

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

- () Partner(s)
- () General
- () Limited

The party(ies) executing this document is/are representing:

THEMSELVES

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

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 1/10/97

CITY OF RIVERSIDE

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

APPROVED BY
[Signature]
CITY ATTORNEY
1A05B

EXHIBIT "A"

That certain parcel of land located in the City of Riverside, County of Riverside, State of California, as described in document recorded May 6, 1988, as Instrument No. 120607 and by document recorded April 15, 1955, in Book 1724, Page 95, both of Official Records of said Riverside County, and is described in said documents as follows:

That portion of Lot 275, as shown on a map of Camp Anza Subdivision No. 1, on file in Book 22, Pages 81 and 82 of Maps, records of Riverside County, California, described as follows:

BEGINNING at a point on the west line of said Lot 275, which bears South $0^{\circ}30'30''$ West, a distance of 148.4 feet, from the northwest corner of said Lot 275;

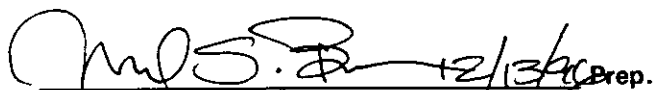
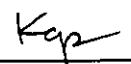
THENCE South $89^{\circ}29'30''$ East, and parallel with the north line of said Lot 275, a distance of 135.00 feet;

THENCE South $0^{\circ}30'30''$ West, and parallel with the west line of said Lot 275, a distance of 75.00 feet;

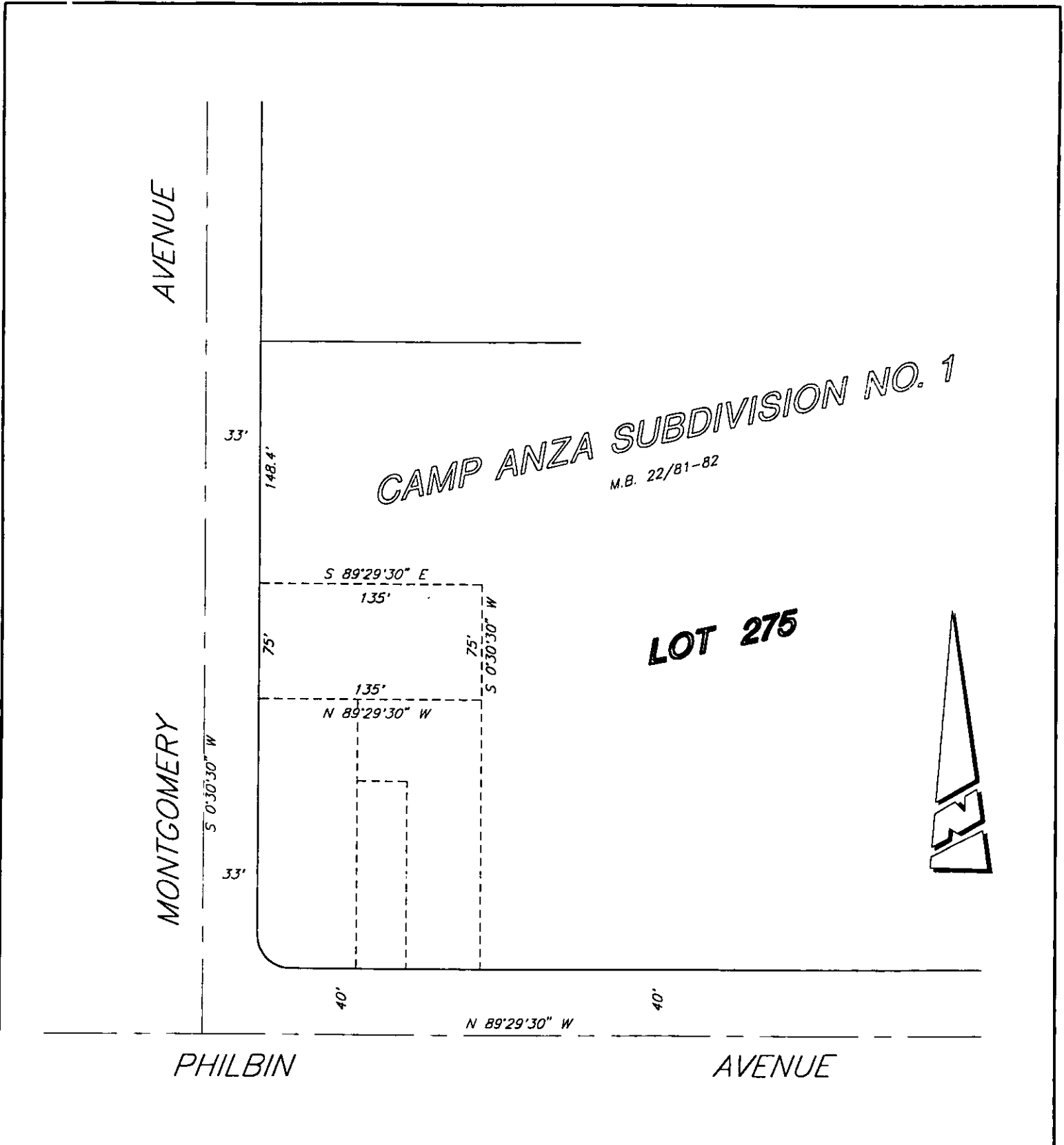
THENCE North $89^{\circ}29'30''$ West, and parallel with the north line of said Lot 275, a distance of 135.00 feet to a point on the west line of said Lot 275;

THENCE North $0^{\circ}30'30''$ East, along the west line of said Lot 275, a distance of 75.00 feet to the POINT OF BEGINNING.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 12/13/99 Prep. 
 Mark S. Brown, L.S. 5655 Date
 License Expires 9/30/99





• 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

50-8

SCALE: N.T.S.

DRAWN BY: Kgs

DATE: 12/12/96

SUBJECT: CU-8-967 AVIG. ESMT.