

WHEN RECORDED MAIL TO:

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

Project:

DOC # 2000-081527

03/06/2000 08:00A Fee:NC

Page 1 of 6

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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AVIGATION EASEMENT

WHEREAS Brian ^{M. Skajem} Skajem, ("Grantor"), is the owner 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, ("the Grantor's property"); and

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LB

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 to the CITY OF RIVERSIDE, a municipal corporation of the State of California, ("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.

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.

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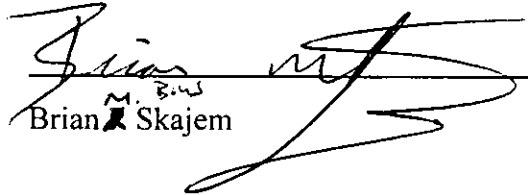
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(SIGNATURES ON FOLLOWING PAGE)



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: 2-28-00


Brian ^{M. B.S.} Skajem

APPROVED AS TO FORM

ASST. CITY ATTORNEY

COV\00029401.KG
02/17/00
KG/11



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On February 28, 2000 before me, Monica J. Ellinwood Notary Public

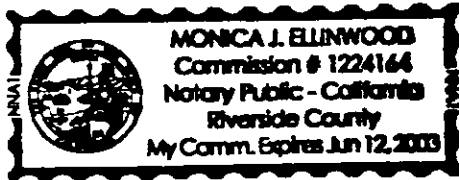
Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Brian M. Skajern

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.

Monica J. Ellinwood
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

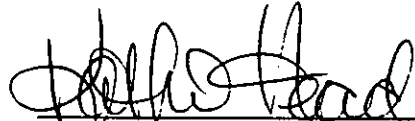


CERTIFICATE OF ACCEPTANCE

(Government Code §27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, 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: 3/3/00



Real Property Services Manager
of the City of Riverside

COV\00029401.KG
02/17/00
KG/1



EXHIBIT "A"

LOT 16 IN BLOCK 20 OF LA GRANADA, AS SHOWN BY MAP ON FILE IN BOOK 12 PAGE(S) 42 TO 51, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA,

EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 16;
THENCE 8° 26' 30" EAST, ALONG THE WESTERLY LINE OF LOT 16, A DISTANCE OF 100.60 FEET;
THENCE SOUTH 81° 33' 30" EAST, A DISTANCE OF 5.0 FEET;
THENCE SOUTHERLY, ON THE ARC OF A 970 FOOT RADIUS CURVE, TANGENT TO A LINE THAT BEARS SOUTH 8° 25' 30" WEST, AND CONCAVE TO THE EAST, THROUGH AN ANGLE OF 3° 65' 11", FOR AN ARC DISTANCE OF 66.36 FEET;
THENCE SOUTHEASTERLY, ON THE ARC OF A 30 FOOT RADIUS CURVE, TANGENT TO A LINE THAT BEARS SOUTH 4° 31' 19" WEST, AND CONCAVE TO THE NORTHEAST, THROUGH AN ANGLE OF 95° 11' 19", FOR AN ARC DISTANCE OF 49.04 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 16;
THENCE SOUTH 89° 20' WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 42.48 FEET TO THE POINT OF BEGINNING;

EXCEPTING AND RESERVING UNTO THE GRANTOR HEREIN ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SUCH PROPERTY. GRANTOR, ITS SUCCESSORS AND ASSIGNS, RETAINING THE EXCLUSIVE TITLE AND RIGHT TO REMOVE SAID SUBSTANCES, TOGETHER WITH THE SOLE RIGHT TO NEGOTIATE AND CONCLUDE LEASES AND AGREEMENTS WITH RESPECT TO ALL SUCH SUBSTANCES UNDER THE PROPERTY, AND TO USE THOSE PORTIONS OF THE PROPERTY WHICH UNDERLIE A PLANE PARALLEL TO, AND 500 FEET BELOW. THE PRESENT SURFACE OF THE PROPERTY FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SUCH SUBSTANCES FROM THE PROPERTY BY MEANS OF WELLS DRILLED INTO OR THROUGH SAID PORTIONS OF THE PROPERTY FROM DRILL SITES LOCATED ON OTHER PROPERTY, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF THE PROPERTY OR USE THE PROPERTY OR ANY PORTION THEREOF ABOVE THE LEVEL OF THE AFORESAID PLANE.

RESERVING THEREFROM AN EASEMENT FOR RIGHT OF WAY OF INGRESS AND EGRESS AND ROAD PURPOSES OVER, ALONG AND ACROSS THE NORTHERLY 24' OF LOT 16 IN BLOCK 20, OF LA GRANADA, AS SHOWN BY MAP ON FILE IN BOOK 12 PAGES 42 TO 51 INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DESCRIPTION APPROVAL

[Signature] 3,600
CITY OF RIVERSIDE



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