

CHICAGO TITLE COMPANY
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY CLERK'S OFFICE
CITY OF RIVERSIDE
CITY HALL, 3900 MAIN STREET
RIVERSIDE, CA 92522

Doc # 2002-008055

01/04/2002 08:00A Fee:NC

Page 1 of 7

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



FREE RECORDING

This instrument is for the benefit
of the March Airfield/
March Inland Port, and is entitled
to be recorded without fee
(Government Code S6103)

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		7						
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

Project: 1

A.P.N.D.

14825

AVIGATION EASEMENT
(MARCH AIR RESERVE BASE)



WHEREAS, MISSION GROVE CENTER V, L.P., a California limited partnership, hereinafter called the "Grantor", is the fee owner of that certain real property 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 Property"; and

WHEREAS, the Property is located within the Air Installation Compatible Use Zone (AICUZ) and Airport Land Use Plan for March Air Reserve Base, and March Inland Port ("March Airfield") in the County of Riverside, State of California, that is operated as a joint use airport facility for both military operations and civilian uses (passenger and air cargo traffic) operated by the Department of Defense of the United States of America, and within the flight path of aircraft operating from said March Airfield; and

WHEREAS, both Grantor and KINDERCARE LEARNING CENTERS, INC., a Delaware corporation, a tenant of the Grantor, have

A40408

Chicago Title Insurance Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to the effect upon the title to any real property that may be described therein.

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

WHEREAS, the Airport Land Use Commission for the County of Riverside (ALUC) found the project consistent with the County Land Use Plan for March Airfield, subject to granting of an avigation easement to March Airfield/March Inland Port; and

WHEREAS, the City of Riverside has conditioned the approval of such project by requiring the granting of an avigation easement over the Property of the Grantor; and

WHEREAS, Section 21652 of the Public Utilities Code authorizes the March Inland Port Airport Authority to acquire an avigation easement in such airspace above the surface of property where necessary to permit imposition upon such property of excessive noise, vibration, discomfort, inconvenience, interference with use and enjoyment, and any consequent reduction in market value, due to the operation of aircraft to and from the March Airfield;

WHEREAS, the Grantor now desires to grant an avigation easement over the Property to March Airfield/March Inland Port for the purpose of complying with the condition imposed by ALUC;

NOW, THEREFORE FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor does hereby grant to the hereinafter referred to March Inland Port Airport Authority, a California airport authority, its successors, assigns, lessees, sublessees, licensees and invitees (hereinafter referred to as "Grantee"), 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, military and civilian, by whomsoever owned and operated in the airspace above the surface of the Property, together with the

2002-000055
01/04/2002 08:00A
2 of 7



right to cause in said airspace such reasonable noise, sound or shock waves, vibrations, dust, smoke, odors, fumes, fuel particles and other related conditions that (i) is generally inherent in the operation of aircraft; and (ii) is neither inherently capable of being mitigated, nor mitigated, as a common practice. "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 Airfield is an operating airport subject to increases in the intensity of use and operation, including present and future reasonable 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 Airfield or other airport or air facility which is or may be located at or near the site of said March Airfield. Said waiver and release shall include, but not be limited to, claims known or unknown for damages for physical or emotional injuries, discomfort, inconvenience, 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

2002-000055
01/04/2002 09:00A
3 of 7



granted or that creates electrical interference with radio communication between any installation at March Airfield 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 Airfield, or to otherwise endanger the landing, take-off, or maneuvering of aircraft on or at said March Airfield.

Notwithstanding anything herein to the contrary, the foregoing grant of easement shall not be considered as otherwise prohibiting the use of the 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. In addition, and notwithstanding anything herein to the contrary, Grantee agrees that it shall not oppose any application by Grantor for use of the Property including, without limitation, any applications for approvals required to be obtained from the Federal Aviation Administration, and to the extent Grantee shall have the legal right, in its discretion to review uses proposed for the Property, as a result of the granting of this Avigation Easement, so long as all applicable federal, state and local regulations pertaining to height restrictions are adhered to and continue to be adhered to.

Grantor agrees that Grantee shall have the right to mark and light as obstructions to air navigation any such building, structure, tree or other object now upon, or that in the future may be placed upon Grantor's property, together with the right of ingress to, egress from and passage over and within Grantor's property for the purpose of accomplishing such marking the lighting.



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: Dec 12, 2001

"GRANTOR"

MISSION GROVE CENTER V, L.P.,
a California limited partnership

BY: REGIONAL PROPERTIES, INC.,
a California corporation
Its: General Partner

By: [Signature]
Its: President

AGREED TO AS TO ITS LEASEHOLD INTEREST IN THE PROPERTY BY:

"TENANT"

KINDERCARE LEARNING CENTERS, INC.,
a Delaware corporation

By: [Signature]
Joe Keough
Vice President of Real Estate



2002-008055
01/04/2002 08:00A
5 of 7

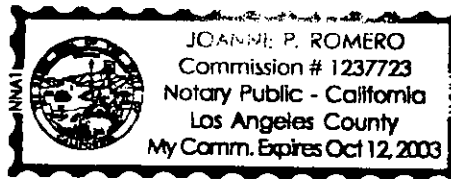
STATE OF California)

COUNTY OF Los Angeles)

On December 14, 2001 before me, Joanne P. Romero,
personally appeared Mark Rubin,
 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.

Joanne P. Romero



2002-000855
01/04/2002 08:00A
5 of 7



STATE OF Oregon)

COUNTY OF MULTNOMAH)

On 12/21/01 before me, Gregory G. Lutje,
personally appeared Joe Keough,
 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.

Gregory G. Lutje

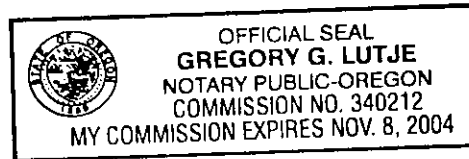


EXHIBIT A

Parcels 1 through 5, inclusive, of Parcel Map 28704 as shown by map on file in Book 191 of Parcel Maps at Pages 92 and 93 thereof, Records of Riverside County, California.



2002-008055
01/04/2002 08:00A
7 of 7

87-3

14825