When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

DOC # 2003-989963
12/19/2003 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 City of Riverside and is entitled to be recorded without fee (Government Code §6103)

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FOR RECORDER'S OFFICE USE ONLY

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Project: B.P. 03-1661 4569 Sierra St.

A.P.N. 226-254-016 &-017

D - 15261

AVIGATION EASEMENT
(RIVERSIDE MUNICIPAL AIRPORT)

WHEREAS QUALITY HOME SERVICES, INC., a California Corporation hereinafter referred to as the "Grantor", is/are the owner(s) 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 property of the Grantor "; and

WHEREAS the property of the Grantor 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 property of the Grantor 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 property of the Grantor;

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, a perpetual easement and right of flight

TS 2661

appurtenant to the Riverside Municipal Airport for the passage of aircraft by whomsoever owned and operated in the airspace above the surface of the property of the Grantor 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.

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 property of the Grantor 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 Grantor and the heirs, administrators, executors, successors and assigns of Grantor.

Dated 11/25/03

QUALITY HOME SERVICES, INC., a California Corporation.

By _____
MARC D. MAXWELL

Title: PRESIDENT

By _____
MARC D. MAXWELL

Title: Secretary

Concurs with: _____
John Sabatello, Airport Director

2003-989963
12/19/2003 08:00A
3 of 7

GENERAL ACKNOWLEDGEMENT

State of California
County of Riverside } ss

On November 25, 03 (date) before me Sarah Crandall (name)

a Notary Public in and for said State, personally appeared
Marc D. Maxwell
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.

SARAH CRANDALL
Commission # 1410683
Notary Public - California
Riverside County
My Comm. Expires Apr 12, 2007

WITNESS my hand and official seal.

Signature

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:

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 _____

CITY OF RIVERSIDE

_____
Real Property Services Manager
of the City of Riverside

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. 20534 of said City Council adopted September 23, 2003, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 12/16/03

CITY OF RIVERSIDE

By _____

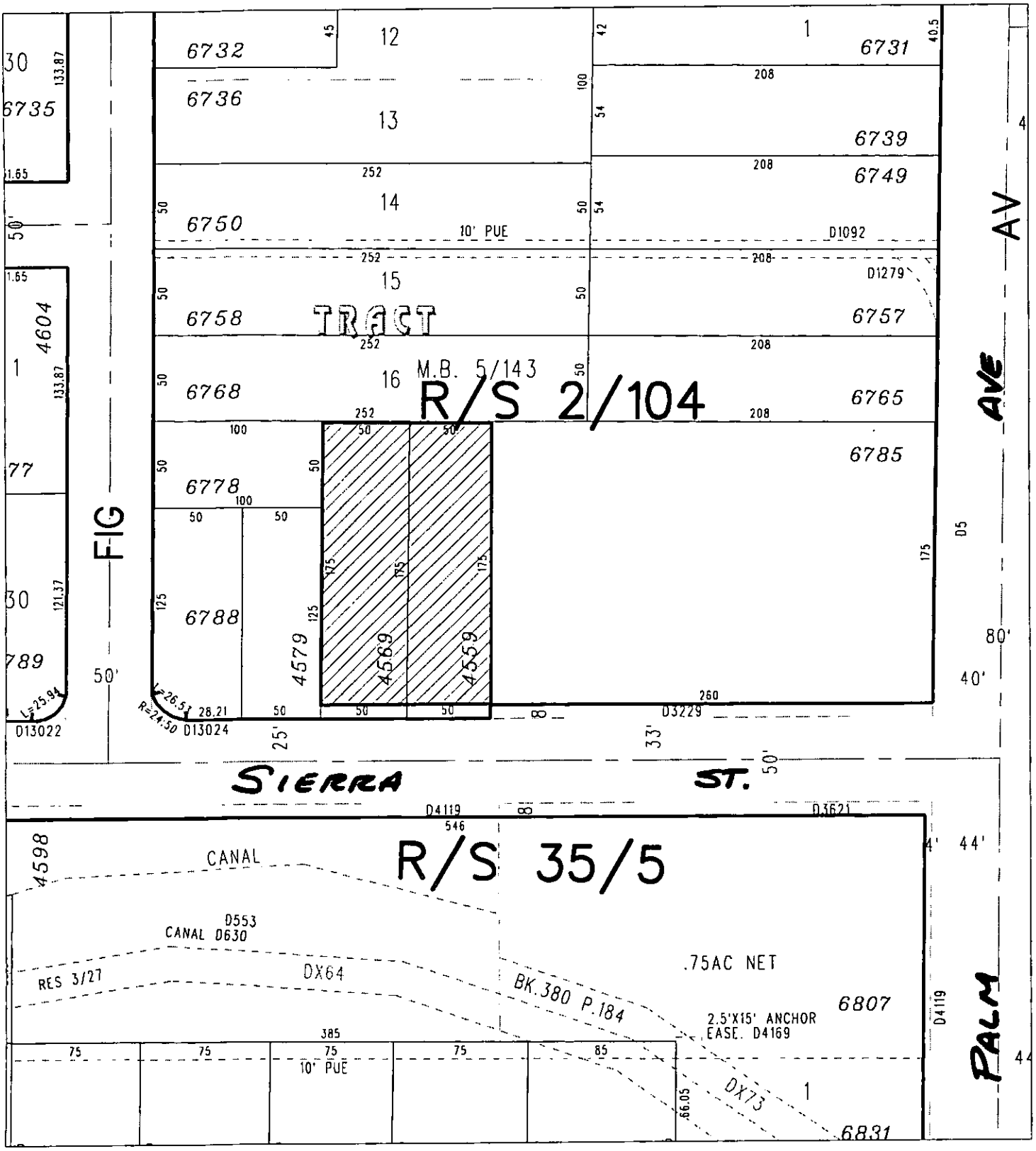
Administrative Services Manager

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY _____
Deputy City Attorney

2003-383963
12/19/2003 08:00A
5 of 7

15261



◆ CITY OF RIVERSIDE, CALIFORNIA ◆

533

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

Scale: 1" = 80'	Drawn by: bmark	Date: 08/28/03	Subject: B.P. 03-1661 Avig. Esmt

15261