

When recorded mail to:

Authority Secretary's Office  
March Inland Port Airport Authority  
P.O. Box 7480  
Moreno Valley, California 92552

DOC # 2002-063469

02/04/2002 08:00A Fee:NC

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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 Inland Port Airport Authority  
and is entitled to be recorded without fee  
(Government Code §6103)

Project: Orangecrest Radio Site  
A.P.N. 294-020-023

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**Avigation Easement and Release**  
(March Air Reserve Base and March Inland Port)

WHEREAS, THE CITY OF RIVERSIDE, a municipal corporation of the State of California, hereinafter called the "Grantor", is/are the owner(s) in fee of that certain real property as 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 "Grantor's property"; and

WHEREAS Grantor's 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 cargo air traffic), and within the flight path of aircraft operating from said March Airfield; 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 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 the use and enjoyment, and any consequent reduction in market value, due to the operation of aircraft to and from the March Airfield;

NOW, THEREFORE FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor does hereby grant to the MARCH INLAND PORT AIRPORT AUTHORITY, a California Airport Authority, their 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 Air Force, 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 Grantor's 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, light, odors, fumes, thermal waves, fuel particles, air quality changes, and other related conditions that may be inherent in the operation of aircraft, (hereinafter called "aircraft operation effects"). "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 joint use airport facility subject to increases in the intensity of use and operation, including present and future aircraft operation effects, 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, assigns, lessees, sublessees, licensees and invitees, due to such aircraft operation effects 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, 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 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 interference with 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.

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 and lighting.

The foregoing grant of easement shall not be considered as otherwise prohibiting the use of 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.

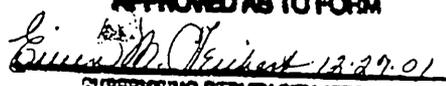
IT IS UNDERSTOOD AND AGREED that this easement and the rights and restrictions herein created shall run with the land and shall be binding upon the Grantor and the heirs, administrators, executors, successors and assigns of Grantor.

Dated January 16, 2002

CITY OF RIVERSIDE, a municipal corporation

By:   
Interim City Manager

Attest:   
City Clerk

**APPROVED AS TO FORM**  
 12.29.01  
CITY ATTORNEY



GENERAL ACKNOWLEDGEMENT

State of California

County of Riverside

ss

On January 16, 2002 before me Janis Lowry,  
(date) (name)

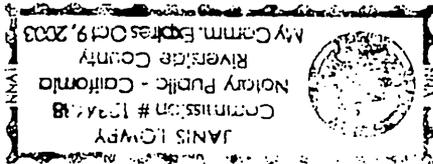
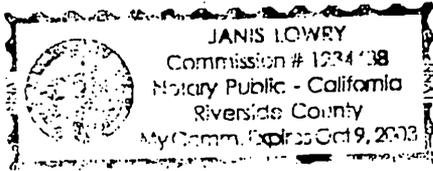
a Notary Public in and for said State, personally appeared

L.E. Paulsen and Colleen J. Nicol

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.

Janis Lowry  
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 MARCH INLAND PORT AIRPORT AUTHORITY, a California public authority, is hereby accepted by the undersigned officer on behalf of the Joint Powers Commission of said Authority pursuant to authority conferred by Resolution No. MIP-01-01 of said Joint Powers Commission adopted May 16, 2001, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 1/23/02

MARCH INLAND PORT  
AIRPORT AUTHORITY

Stephen Albright  
Executive Director



2892-863469  
02/04/2002 08:09A  
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# LEGAL DESCRIPTION

## CITY OF RIVERSIDE COMMUNICATIONS SITE

THAT PORTION OF LOT 1 IN BLOCK 28 AND LOT 4 IN BLOCK 27 OF THE ALESSANDRO TRACT, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGE 13, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY AND BOUNDED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1;  
THENCE NORTH 89°13'32" EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 22.33 FEET;  
THENCE, SOUTH 20°47'20" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 43.50 FEET;

THENCE, SOUTH 68°11'34" WEST, A DISTANCE OF 40.75 FEET, TO A POINT ON THE COMMON LINE BETWEEN SAID LOTS 1 AND 4;

THENCE, SOUTH 68°11'34" WEST, DEPARTING SAID COMMON LINE, A DISTANCE OF 9.25 FEET;

THENCE, NORTH 21°02'31" WEST, A DISTANCE OF 62.70 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 3;

THENCE, NORTH 89°13'32" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 31.17 FEET TO THE POINT OF BEGINNING.

SAID RADIO SITE CONTAINING 0.06 ACRES AND BEING SHOWN ON ATTACHED EXHIBIT "B".



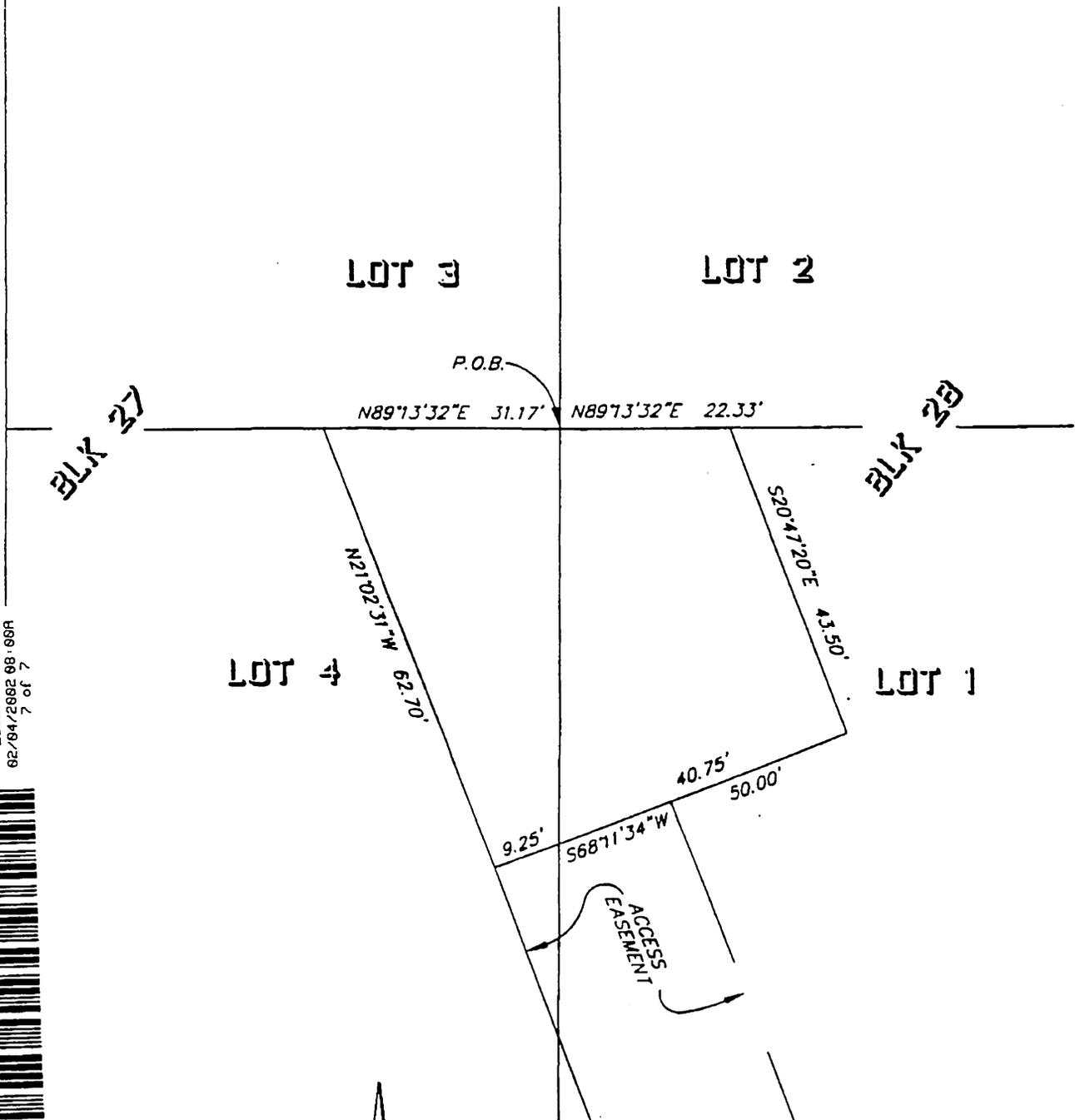
DESCRIPTION APPROVAL 11, 9, 01  
  
SURVEYOR, CITY OF RIVERSIDE



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DX 1064

**EXHIBIT "B"**  
 MAP TO ACCOMPANY LEGAL DESCRIPTION  
 CITY OF RIVERSIDE COMMUNICATIONS SITE



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NOT TO SCALE

PREPARED UNDER THE  
 SUPERVISION OF:

*Lawrence L. Truman*  
 LAWRENCE L. TRUMAN, L.S. 5346



88/5  
 The Keich Companies **TKC**  
 22880 Cactus Avenue, Ste 300  
 Moreno Valley, CA 92553 (909)653-0234