



When recorded mail to:

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

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).

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Project: La Colina Substation Radio Site
A.P.N. 253-840-009
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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 condition of approval of the project requires 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



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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.

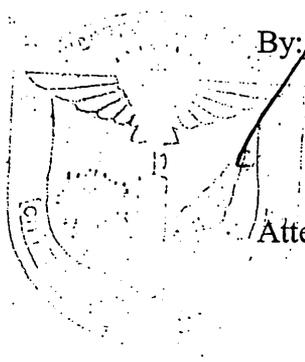
The foregoing grant of easement shall not be considered as otherwise prohibiting the use of Grantor's property for any lawful purpose below minimum flight altitudes for aircraft presently authorized or hereafter authorized by the appropriate federal or state authority, provided all applicable federal, 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 May 21, 2002

CITY OF RIVERSIDE
a municipal corporation



By: [Signature]
City Manager

Attest: [Signature]
City Clerk

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY [Signature]
Deputy City Attorney



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GENERAL ACKNOWLEDGEMENT

State of California

County of RIVERSIDE }
SS

On MAY 21, 2002, before me JANIS LOWRY
(date) (name)

a Notary Public in and for said State, personally appeared

GEORGE A. CARVALHO AND KELLY PALMER
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 5/22/02

MARCH INLAND PORT
AIRPORT AUTHORITY

Charles R. White

Executive Director
Charles R. White
Chairman, Joint Powers Commission



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EXHIBIT A

Project: La Colina Substation – Radio Site

All that portion of the northwest one-quarter of Section 32, Township 2 South, Range 4 West, San Bernardino Meridian described as follows:

Commencing at the center of said Section 32;

Thence North 00°05'20" East along the easterly line of the northwest quarter of said Section 32, a distance of 611.56 feet;

Thence North 77°56'20" West, a distance of 153.34 feet to the Point of Beginning;

Thence continuing North 77°56'20" West, a distance of 222.93 feet;

Thence South 49°39'19" West, a distance of 457.35 feet to the most southerly corner of that certain parcel of land designated Parcel "B" as conveyed to the Riverside County Flood Control and Water Conservation District by deed recorded October 21, 1959 in Book 2566 at page 463, Official Records of Riverside County, California;

Thence South 20°16'10" West, a distance of 55.00 feet;

Thence South 69°43'50" East, a distance of 202.72 feet;

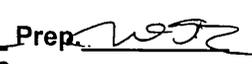
Thence North 20°16'10" East, a distance of 55.00 feet;

Thence North 49°39'10" East, a distance of 493.88 feet to the Point of Beginning.

The above described property being described as Parcel 1 in a deed to the City of Riverside recorded May 22, 1964 in Book 3700, Page 462, Official Records of Riverside County, California.

Excepting therefrom that portion of the above described parcel of land lying southerly of a line that is parallel and 55.00 feet northerly, as measured at right angles from the centerline of Central Avenue as shown by map on file in Map Book 148, pages 41 and 42 thereof, records of Riverside County, California.

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

 5/10/02 Prep. 
Mark S. Brown, L.S. 5655 Date
License Expires 9/30/03

