

WHEN RECORDED MAILING:

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

FREE RECORDING

This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee. (Government Code §6103)

Project: Building Permit for
3975 Jackson Street
Riverside, California

RECEIVED FOR RECORD
Min. Past 2 o'clock P.M.

JUL - 6 1990
Recorded in Official Records
of Riverside County, California
William P. Smith
RECORDER
Fee \$

250520

12737

AVIGATION EASEMENT

WHEREAS ARLINGTON COMMUNITY HOSPITAL SERVICES CORPORATION, a California nonprofit corporation, hereinafter called the "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, hereinafter called "the Grantor's property"; and

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, hereinafter referred to as "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 caused by 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.

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: July 5, 1990

ARLINGTON COMMUNITY HOSPITAL
SERVICES CORPORATION, a California
nonprofit corporation

By *Sam Linder* President

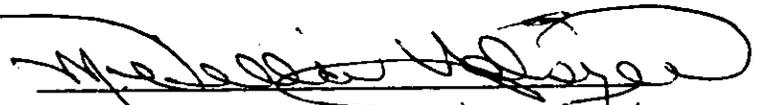
By *R. J. Kerhuaf* Secretary

BP/2559A/jm
6/29/90

CONSENT TO RECORDATION

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. 14883 of said City Council adopted January 25, 1983, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated:


Title Real Property Services Manager

THAT PORTION OF LOT 12 IN BLOCK 13 OF THE LANDS OF THE RIVERSIDE LAND AND IRRIGATING COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 70 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 12;

THENCE NORTH 56°00'00" EAST, ON THE NORTHWEST LINE OF SAID LOT 12, A DISTANCE OF 4.00 FEET;

THENCE SOUTH 34°00'00" EAST, PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 12, A DISTANCE OF 33.00 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 34°00'00" EAST, ON SAID PARALLEL LINE, A DISTANCE OF 232.00 FEET;

THENCE NORTH 56°00'00" EAST, PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 12, A DISTANCE OF 124.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 1 AS SHOWN BY MAP ON FILE IN BOOK 36 OF RECORDS OF SURVEY AT PAGE 18, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 33°59'29" EAST, ON SAID SOUTHWESTERLY LINE, A DISTANCE OF 18.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 1;

THENCE NORTH 56°00'00" EAST, ON THE SOUTHEASTERLY LINE OF PARCEL 1 AND PARCEL 2 AS SHOWN ON SAID RECORD OF SURVEY, A DISTANCE OF 247.91 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 2;

THENCE NORTH 33°59'30" WEST, ON THE NORTHEASTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 250.00 FEET, TO THE MOST NORTHERLY CORNER OF SAID PARCEL 2;

THENCE SOUTH 56°00'00" WEST, A DISTANCE OF 371.78 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIPTION APPROVAL 1/5/92
by
Walter R. Shreve
SURVEYOR, CITY OF RIVERSIDE

for

