

052364

WHEN RECORDED MAIL TO:

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

RECEIVED FOR RECORD
AT 8:00AM

FEB 13 1998

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$

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

FOR RECORDER'S OFFICE USE ONLY



Project: 5825 Jasmine Street
Building Permit
A.P.N. 189-060-001 &018

AVIGATION EASEMENT

WHEREAS THE TORO COMPANY, a Minnesota Corporation, who acquired title as
TORO MANUFACTURING CORPORATION, a Minnesota 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 as follows:

Those portions of Lots 1 through 9 inclusive and Lots 26 and 27 all in Block 10
of Tract No. 4 of the Riverview Addition to the City of Riverside, as shown by
map on file in Book 7 of Maps, at page 6 thereof, records of Riverside County,
California, together with that portion of the southeasterly half of Backus Drive
(formerly Riverview Drive), of said Tract No. 4 of the Riverside Addition to the
City of Riverside, vacated by Resolution No. 9530 of the City Council of the
City of Riverside recorded October 5, 1962 as Instrument No. 93109 of Official
Records of said Riverside County, **BOUNDED AS FOLLOWS:**

BOUNDED ON THE EAST by the east lines of said Lots 1 through 9 in Block 10;

BOUNDED ON THE SOUTH by the northerly line of that certain parcel of land conveyed to the United States of America by deed January 23, 1943, in Book 568, page 336 of Official Records of said Riverside County, and:

BOUNDED ON THE NORTHWEST by the centerline of said Backus Drive vacated.

EXCEPTING THEREFROM the easterly 8.00 feet of said Lots 1 through 9 in Block 10 conveyed to the City of Riverside by deed recorded October 18, 1963, as Instrument No. 110658 of Official Records of said Riverside County;

ALSO EXCEPTING THEREFROM that portion of said Lot 1 in Block 10 and that portion of Backus Drive vacated conveyed to the City of Riverside by deed recorded April 21, 1980, as Instrument No. 75487 of Official Records of said Riverside County.

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

 1/27/98 Prep. 105
 Mark S. Brown, L.S. 5655 Date
 License Expires 9/30/99



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 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 Grantor's property for any lawful purpose below the 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 30, 1998

THE TORO COMPANY,
a Minnesota Corporation

by Alfred P. Wolf

title V.P. Finance

by William P. Hume

title V.P. Business Development

GENERAL ACKNOWLEDGEMENT

State of ~~California~~ ^{Minnesota} } ss
County of ~~Hennepin~~ ^{Washington}

On January 30, 1998, before me Kathryn J. Nelson
(date) (name)

a Notary Public in and for said State, personally appeared
Stephen P. Wolfe and Dennis P. Himan
Name(s) or 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.

Kathryn J. Nelson
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 2/6/98

[Signature]
Real Property Services Manager
of the City of Riverside

toro.avg

APPROVED AS TO FORM
Carolyn Confer 2/2/98
CAROLYN CONFER
ASSISTANT CITY ATTORNEY

