

DOC # 2003-121342

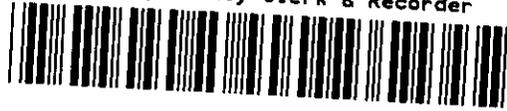
02/21/2003 08:00A Fee:NC

Page 1 of 8

Recorded in Official Records
County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



When recorded mail to:

City Clerk's Office
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: CU-017-023

A.P.N. 145-162-015, -017, &-018

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MSC.	
	1		5							
									LM	
A	R	L				COPY	LONG	REFUND	NCHG	EXAM

D - 15079



AVIGATION EASEMENT
(RIVERSIDE MUNICIPAL AIRPORT)

WHEREAS SMITH'S FOOD and DRUG CENTERS, a Delaware 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
easement



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



121342
172003 08:00A
3 of 8

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 binding upon presently constructed improvements provided that all applicable federal, state, and local regulations were adhered to at the time of construction and 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 2-3-2003

SMITH'S FOOD and DRUG CENTERS, a Delaware Corporation *lex*

BY: *Zatuck Barber*

Title: *Vice-President*

BY: *Al D*

Title: *Assistant Secretary*

Concurs with: *[Signature]*
John Sabatello, Airport Director



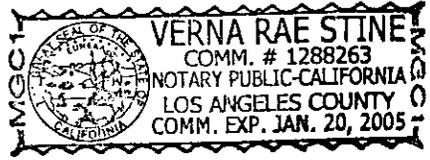
GENERAL ACKNOWLEDGEMENT

State of California
County of Los Angeles } ss

On Feb. 3, 2003, before me Verna Rae Stine
(date) (name)

a Notary Public in and for said State, personally appeared
Patrick Barber & William H. Travis
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.

Verna Rae Stine
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 2/14/03

APPROVED AS TO FORM
CITY ATTORNEYS OFFICE

BY [Signature]
Deputy City Attorney

CITY OF RIVERSIDE
[Signature]
Real Property Services Manager
of the City of Riverside



EXHIBIT A

CU-017-023 Avigation Easement

PARCEL 1

That portion of Lot 9 and 16 in Block 10 of the lands of the Riverside Land and Irrigating Company as shown by map on file in Book 1 of Maps at page 70 thereof, Records of San Bernardino County, California, described as follows:

Commencing at the intersection of the Southwesterly line of Van Buren Boulevard, 80.00 feet wide (formerly Van Buren Street), with the Northwesterly line of California Avenue, 80.00 feet wide as shown on said lands of the Riverside Land and Irrigating Company;

Thence S.55°38'12"W. along said Northwesterly line of California Avenue, a distance of 26.39 feet to the point of beginning of the parcel of land to be described;

Thence continuing S.55°38'12"W. along said Northwesterly line a distance of 470.61 feet to a line parallel with and 537.00 feet Southwesterly measured at right angles from the centerline of said van Buren Boulevard;

Thence N.34°22'56"W. along said parallel line, a distance of 469.95 feet to the Westerly line of said Block 10, also being the Easterly line of the Northeast one-quarter of Section 12, Township 3 South, Range 6 West, San Bernardino Meridian;

Thence N.00°13'20"E. along said line, a distance of 341.65 feet to the Southeasterly line of the land conveyed to A to Z Printing Company by Deed recorded June 22, 1973 as Instrument No. 81996 Official Records, Riverside County, California;

Thence N.55°38'12"E. along said Southeasterly line, a distance of 295.97 feet to the Southwesterly line of Van Buren Boulevard as conveyed to the City of Riverside by deed recorded September 14, 1984 as Instrument No. 200818 Official Records, Riverside County, California;

Thence S.34°22'56"E. along said Southwesterly line and the Southwesterly line of Van Buren Boulevard as conveyed to the City of Riverside by deed recorded January 28, 1983, as Instrument No. 18229 Official Records, Riverside County, California, a distance of 722.48 feet;

Thence Southerly continuing along said Southwesterly line on a curve concave Westerly having a radius of 31.00 feet, through an angle of 68°00'16", an arc length of 36.79 feet to the point of beginning.

The above described parcel of land contains 7.820 acres, more or less.

Excepting therefrom those portions granted to The City of Riverside for Public Street Right of Way.



PARCEL 2

That portion of Lot 16 in Block 10 of the lands of the Riverside Land and Irrigating Company as shown by map on file in Book 1 of Maps at page 70 thereof, Records of San Bernardino County, California, and that portion of the Northeast one-quarter of Section 12, Township 3 South, Range 6 west, San Bernardino Meridian, described as follows:

Commencing at the intersection of the Southwesterly line of Van Buren Boulevard 80.00 feet wide (formerly Van Buren Street), with the Northwesterly line of California Avenue, 80.00 feet wide as shown on said map of the lands of Riverside Land and Irrigating Company;

Thence S.55°38'12"W. along said Northwesterly line, a distance of 497.00 feet to a point on a line parallel with and 537.00 feet Southwesterly measured at right angles from the centerline of said Van Buren Boulevard, said point being the point of beginning of the parcel of land to be described;

Thence continuing S.55°38'12"W. along said Northwesterly line, a distance of 275.94 feet to the Northerly line of that certain parcel of land conveyed to Robert Noble Elder, et. al., by deed recorded October 20, 1947 in Book 868, page 407 Official Records, Riverside County California;

Thence N.34°23'32"W. along said Northerly line a distance of 89.99feet;

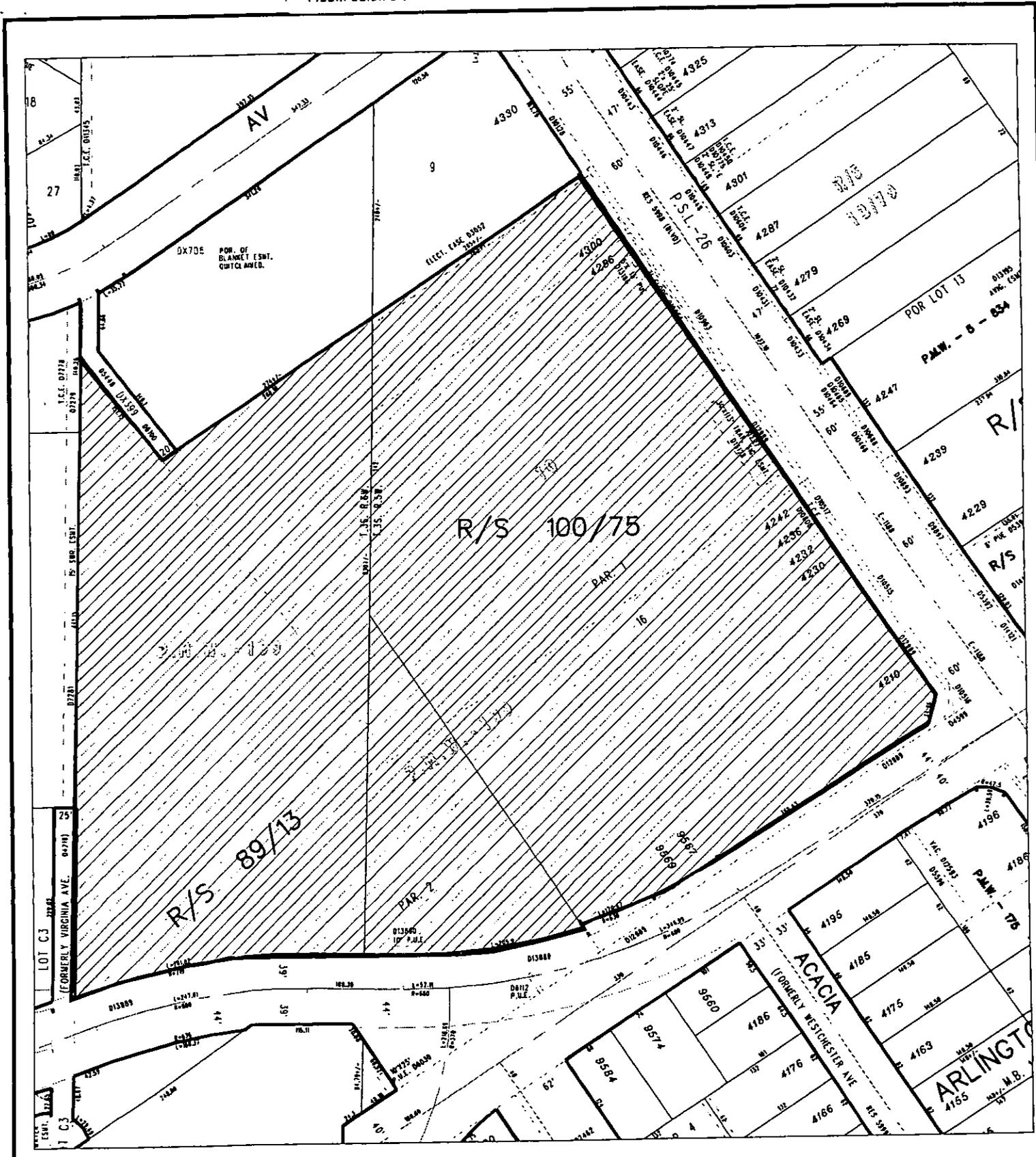
Thence S.89°38'18"W. continuing along said Northerly line a distance of 115.11 feet;

Thence S.55°27'58"W. continuing along said Northerly line a distance of 248.08 feet to the Easterly line of Lionhead Avenue (Virginia Avenue) as shown on La Granada by map on file in Book 12 of Maps at pages 42 through 51 thereof, Records of Riverside County, California;

Thence N.00°15'31"E. along said Easterly line and the Northerly prolongation thereof, a distance of 909.59 feet to the Northwesterly prolongation of the Southwesterly line of that certain parcel of land conveyed to Marco N. Charles, et. al., by deed recorded December 28, 1956 as Instrument No. 87458, Official Records, Riverside County, California;

Thence S.37°32'29"E. along said Southwesterly line, a distance of 151.15 feet to the Southwesterly prolongation of the Southeasterly line of the land conveyed to A to Z Printing Company by deed recorded June 22, 1973 as Instrument No. 81996 Official Records, Riverside County, California;

Thence N.55°38'12"E. along said prolongation and said Southeasterly line a distance of 288.10 feet to the Westerly line of said lands of the Riverside Land and Irrigating Company, also being the Easterly line of said Northeast one-quarter of Section 12;



◆ CITY OF RIVERSIDE, CALIFORNIA ◆ 65/4

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" = 150'

Drawn by: bmark

Date: 10/25/02

Subject: Avig Easement

15079