

When recorded mail to:

City Clerk's Office  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

DOC # 2008-0660340

12/18/2008 08:00A Fee:NC

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Recorded in Official Records  
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



**FREE RECORDING**

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

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	465	426	PCOR	NCOR	SME	NCHG	EXAM
NCHGCC									5/3

Project: BP 08-0338

A.P.N. 155-060-003

Address: 6990 Van Buren Blvd

**D- 16315**



**AVIGATION EASEMENT  
(RIVERSIDE MUNICIPAL AIRPORT)**

WHEREAS COX PROPERTIES, a California General Partnership, which erroneously acquired title as COX PROPERTIES, a California Limited Partnership, as to an undivided 45% interest, and EDDIE R. FISCHER, Trustee of the Fischer Family Trust Established January 24, 1975, as to an undivided 45% interest, and RALPH R. NEILSON, A Married Man as his sole and separate property, as to an undivided 10% interest, all of which hereinafter referred to as the "Grantors", are the owners 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 Grantors"; and

WHEREAS the property of the Grantors is located within the Airport Influence Area for the Riverside Municipal Airport operated by the City of Riverside; and

WHEREAS the Grantors have sought approval from the City of Riverside for the development of the property of the Grantors by the project above-referenced; and



WHEREAS the Riverside County Airport Land Use Commission 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, the GRANTORS do 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 property of the Grantors 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.

Grantors 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 Grantors hereby fully waive, remises and release any right or cause of action which Grantors 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.

Grantors, on the behalf of Grantors and the successors and assigns of Grantors, agree 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 property of the Grantors 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 Grantors and the heirs, administrators, executors, successors and assigns of Grantors.



Dated Oct 14, 2008

**COX PROPERTIES,  
A California Limited Partnership**

By:   
Henry G. Cox II, Managing Partner

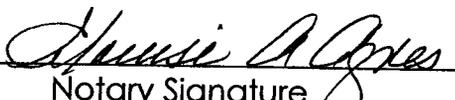
**ACKNOWLEDGEMENT**

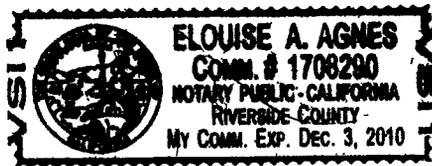
State of California }  
County of Riverside } ss

On Oct 14, 2008, before me ELOUISE A. AGNES, Notary Public  
personally appeared Henry C. Cox II  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct

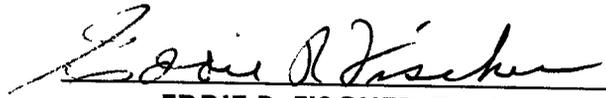
WITNESS my hand and official seal.

  
Notary Signature



Dated Oct. 15, 2008

**EDDIE R. FISCHER,**  
Trustee of the Fischer Family Trust  
Established January 24, 1975

  
EDDIE R. FISCHER, Trustee

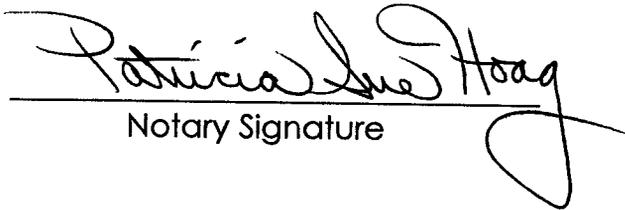
**ACKNOWLEDGEMENT**

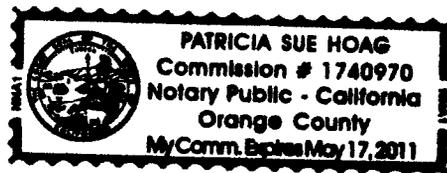
State of California }  
County of Orange } ss

On Oct. 15, 2008, before me Patricia Sue Hoag, Notary Public  
personally appeared Eddie R. Fischer  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct

WITNESS my hand and official seal.

  
Notary Signature



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Dated Oct. 15, 2008

Ralph R. Neilson  
RALPH R. NEILSON

**ACKNOWLEDGEMENT**

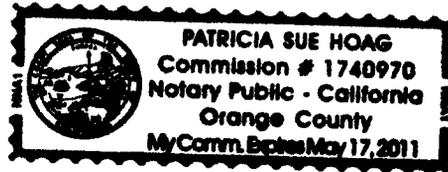
State of California }  
County of Orange } ss

On Oct. 15, 2008, before me Patricia Sue Hoag, Notary Public  
personally appeared Ralph R. Neilson  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct

WITNESS my hand and official seal.

Patricia Sue Hoag  
Notary Signature



Concurs with: Mal A. B.  
Airport Director



**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. 21027 of said City Council adopted September 6, 2005 and the grantee consents to recordation thereof by its duly authorized officer.

DATED 12/11/08

**CITY OF RIVERSIDE**

By: Amelia M. Valentin

*[Signature]*  
APPROVED AS TO FORM  
SUPERVISING DEPUTY CITY ATTORNEY



**EXHIBIT A**

THAT PORTION OF LOT 15 OF THE McCLASKEY TRACT, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10 PAGES 36 AND 37 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID LOT 15;

THENCE SOUTH 72° 06' 40" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT, A DISTANCE OF 27.83 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE AS PARCEL 2 BY DEED RECORDED FEBRUARY 25, 1955 AS INSTRUMENT NO. 12334, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 37° 13' 19" WEST, ALONG THE WESTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 204.35 FEET TO AN ANGLE POINT THEREIN, SAID POINT BEING THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED MARCH 13, 1970 AS INSTRUMENT NO. 24041;

THENCE NORTH 74° 49' 02" WEST, A DISTANCE OF 51.63 FEET;

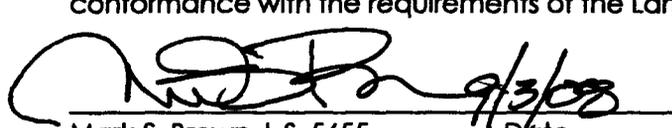
THENCE SOUTH 80° 02' 17" WEST, A DISTANCE OF 458.77 FEET, TO A POINT ON THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JOHN C. BARRETT ET UX BY DEED RECORDED DECEMBER 18, 1969 AS INSTRUMENT NO. 129051;

THE LAST TWO COURSES AND DISTANCES FOLLOW THE SOUTHERLY LINE OF THE PARCEL CONVEYED TO THE CITY OF RIVERSIDE AS AFORESAID;

THENCE SOUTH 29° 45' 10" EAST, ALONG THE WESTERLY LINE OF THE PARCEL CONVEYED TO BARRETT AS AFORESAID, A DISTANCE OF 290.48 FEET TO THE SOUTHWESTERLY CORNER THEREOF, SAID POINT BEING ON THE SOUTHERLY LINE OF SAID LOT 15;

THENCE NORTH 72° 06' 40" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 505.59 FEET TO THE **TRUE POINT OF BEGINNING**.

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

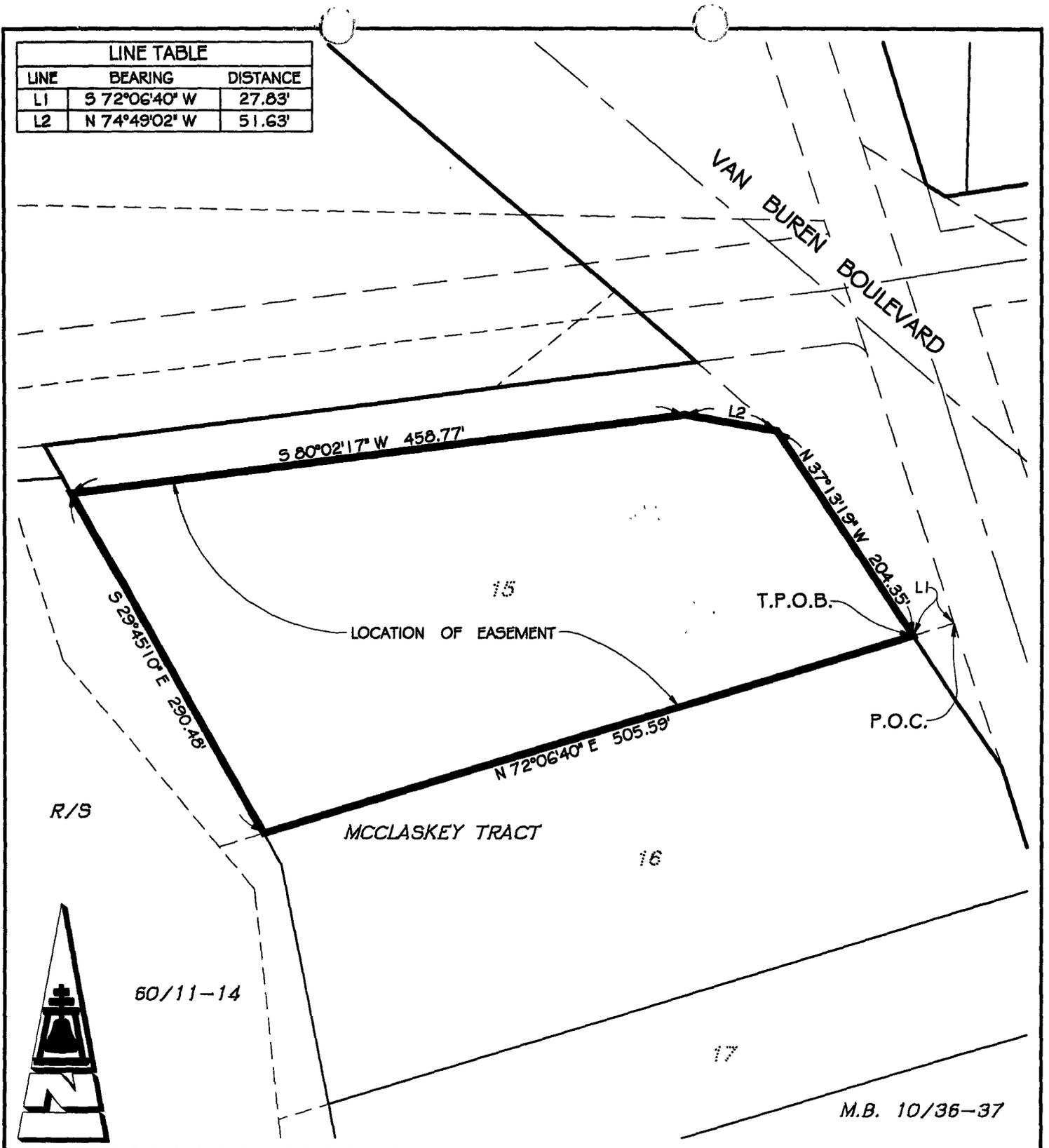
 9/3/08 Date  
Prep. 

Mark S. Brown, L.S. 5655  
License Expires 9/30/09



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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 72°06'40" W	27.83'
L2	N 74°49'02" W	51.63'



● CITY OF RIVERSIDE, CALIFORNIA ●

35-7

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" = 100' DRAWN BY: RICH DATE: 09/02/08 SUBJECT: 6990 VAN BUREN BLVD RW DEDICATION (BP 08-0338)

G:\COMMON\RICH\PLATS\BP\2008\08-0338 RW



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