



WHEN RECORDED MAIL TO:

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

Project: Zoning Case CU-026-989
4640 Ninth Street
Riverside, CA

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AVIGATION EASEMENT

WHEREAS, Charles L. Beaty and Sally V. Beaty, ("Grantor"), 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 ("the Grantor's property"); and

WHEREAS, the Grantor's property is located within the Airport Influence Area for Flabob Airport, and within the flight path of aircraft operating from said Flabob Airport; 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 Riverside County Airport Land Use Commission 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, ("Grantee"), its successors and assigns, for the use and benefit of the public, including, but not limited to, Flabob Airport, a perpetual easement and right of flight for the passage of aircraft by whomsoever owned and operated in the airspace above the surface of

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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. "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 Flabob 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 Flabob 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 Flabob 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 Flabob Airport, or to otherwise endanger the landing, take-off, or maneuvering of aircraft on or at said Flabob 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.



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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: 6/2/99

Charles L. Beaty
Charles L. Beaty

DATED: June 2, 1999

Sally V. Beaty
Sally V. Beaty

APPROVED AS TO FORM

Kathleen M. Bonnell
ASST. CITY ATTORNEY

KMG/abs
05/18/99
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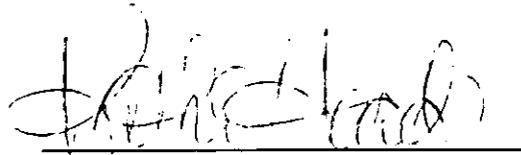


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CERTIFICATE OF ACCEPTANCE
(Government Code §27281)

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. 18233 of said City Council adopted May 11, 1993, and the Grantee consents to recordation thereof by its duly authorized officer.

DATED: 12/15/99



Real Property Services Manager
of the City of Riverside



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EXHIBIT "A"

All that portion of Lot 314 of the lands of the Southern California Colony Association as shown by Map on file in Book 4, Page 75 of Maps, records of Riverside County, California, situated in the Hotel Tract as provided for by Paragraph 3 of May 4, 1887, between the Riverside Land Company, E. Rosenthal, Riverside Water Company and Riverside Land and Irrigating Company, which portion of said Hotel Tract is described as follows:

Beginning at the most Northerly corner of Lot "G" of Mount Rubidoux Park Unit No. 2, as shown by Map on file in Book 19, Page 99 of Maps, records of Riverside County, California, said corner also being the most Westerly corner of Lot "E" of Mount Rubidoux park, as shown by Map on file in Book 19, Page 65 of Maps, records of Riverside County, California:

thence North 64° 21' 01" West, a distance of 95.47 feet;

thence North 48° 50' 47" West, a distance of 101.75 feet;

thence North 12° 13' 19" West, a distance of 48.28 feet;

thence North 28° 11' 45" West, a distance of 47.11 feet;

thence North 25° 38' 30" East, a distance of 19.66 feet;

thence North 03° 03' 32" West, a distance of 105.36 feet to the Southerly line of Lot "A" (Ninth Street) of Mount Rubidoux Park Unit No. 3, as shown by Map on file in Book 19, Page 97 of Maps, records of Riverside County, California, said point being the beginning of a non-tangent curve concave Northerly and having a radius of 227.00 feet, a radial line through said point bears South 01° 08' 10" West;

thence Northeasterly along said last described curve through a central angle of 11° 46' 38", a distance of 46.66 feet to the Southwesterly line of the lands described in that deed to M. E. Pangle, et al, recorded March 17, 1941, in Book 493, Page 314 of Official Records of Riverside County; thence Southwesterly along the Southwesterly line of said M. E. Pangle's land, being along the arc of a curve concave to the Northeast having a radius of 83.00 feet, a distance of 72.93 feet (record 73.01 feet) through a central angle of 50° 20' 44" (record 50° 24'); thence continuing along the Southwesterly line of M. E. Pangle's land, South 60° 22' 20" East (record South 60° 24' East), a distance of 156.03 feet (record 155.75 feet) to an intersection with the centerline of Rubidoux Drive; thence South 01° 52' 34" West (record South 01° 52' West) along the centerline of Rubidoux Drive, a distance of 78.67 feet to an angle point therein; thence continuing along the centerline of Rubidoux Drive, South 14° 11' 40" West (record South 14° 10' West), a distance of 113.79 feet to the Point of Beginning.

Excepting therefrom a right-of-way for road purposes over the Easterly 15.00 feet thereof included in said Rubidoux Drive.



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