

When Recorded Mail To:

City Clerk  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

**DOC # 1999-407574**

09/10/1999 08:00A Fee:NC

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Recorded in Official Records

County of Riverside

Gary L. Orso

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)

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Project: LL-043-989  
Industrial Avenue and Jasmine Street  
A.P.N. 189-051-006



D -

AVIGATION EASEMENT

WHEREAS ANTOINETTE I. SECHREST and LOUIS SCARPINO, Co-Trustees of TRUST A of the SCARPINO FAMILY TRUST, dated December 12, 1977, as to an undivided one-half interest, and ANTOINETTE I. SECHREST and LOUIS SCARPINO, Co-Trustees of TRUST B of the SCARPINO FAMILY TRUST, dated December 12, 1977, as to an undivided one-half interest, hereinafter called 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 Grantors' property"; and

WHEREAS the Grantors' property 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 Grantors' 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 Grantors' property;

NOW, THEREFORE FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, 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 Grantors' property 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 acknowledge 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, remise 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,



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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 Grantor's property 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 8-25-99

ANTOINETTE I. SECHREST and LOUIS SCARPINO, Co-Trustees of TRUST A of the SCARPINO FAMILY TRUST, dated December 12, 1977, and ANTOINETTE I. SECHREST and LOUIS SCARPINO, Co-Trustees of TRUST B of the SCARPINO FAMILY TRUST, dated December 12, 1977

*Antoinette I. Sechrest*

ANTOINETTE I. SECHREST, as Co-Trustee of TRUST A and as Co-Trustee of TRUST B

*Louis Scarpino*

LOUIS SCARPINO, as Co-Trustee of TRUST A and as Co-Trustee of TRUST B



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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

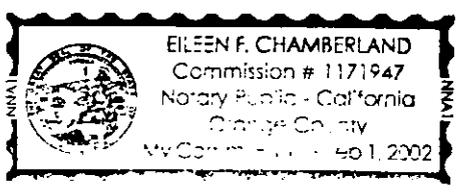
County of Orange } ss.

On August 26, 1999, before me, Eileen F. Chamberland, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Louis Scarpino  
Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.  
Eileen F. Chamberland  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Avigation Easement

Document Date: August 26, 1999 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



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A. Sechrest 8-25-99

GENERAL ACKNOWLEDGEMENT

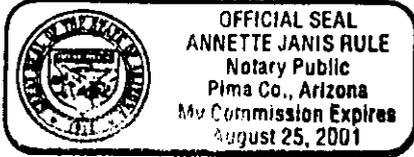
State of Arizona }  
County of Pima } ss

On 8/25/99, before me Annette Janis Rule  
(date) (name)

a Notary Public in and for said State, personally appeared

Antoinette D. Sechrest  
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.

Annette Janis Rule  
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 9/8/99

APPROVED AS TO FORM  
Carolyn Confer 8/30/99  
CAROLYN CONFER  
ASSISTANT CITY ATTORNEY

CITY OF RIVERSIDE  
John Head  
Real Property Services Manager  
of the City of Riverside

LL43989S.AVG



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# EXHIBIT "A"

## SCARPINO PARCEL

### LEGAL DESCRIPTION

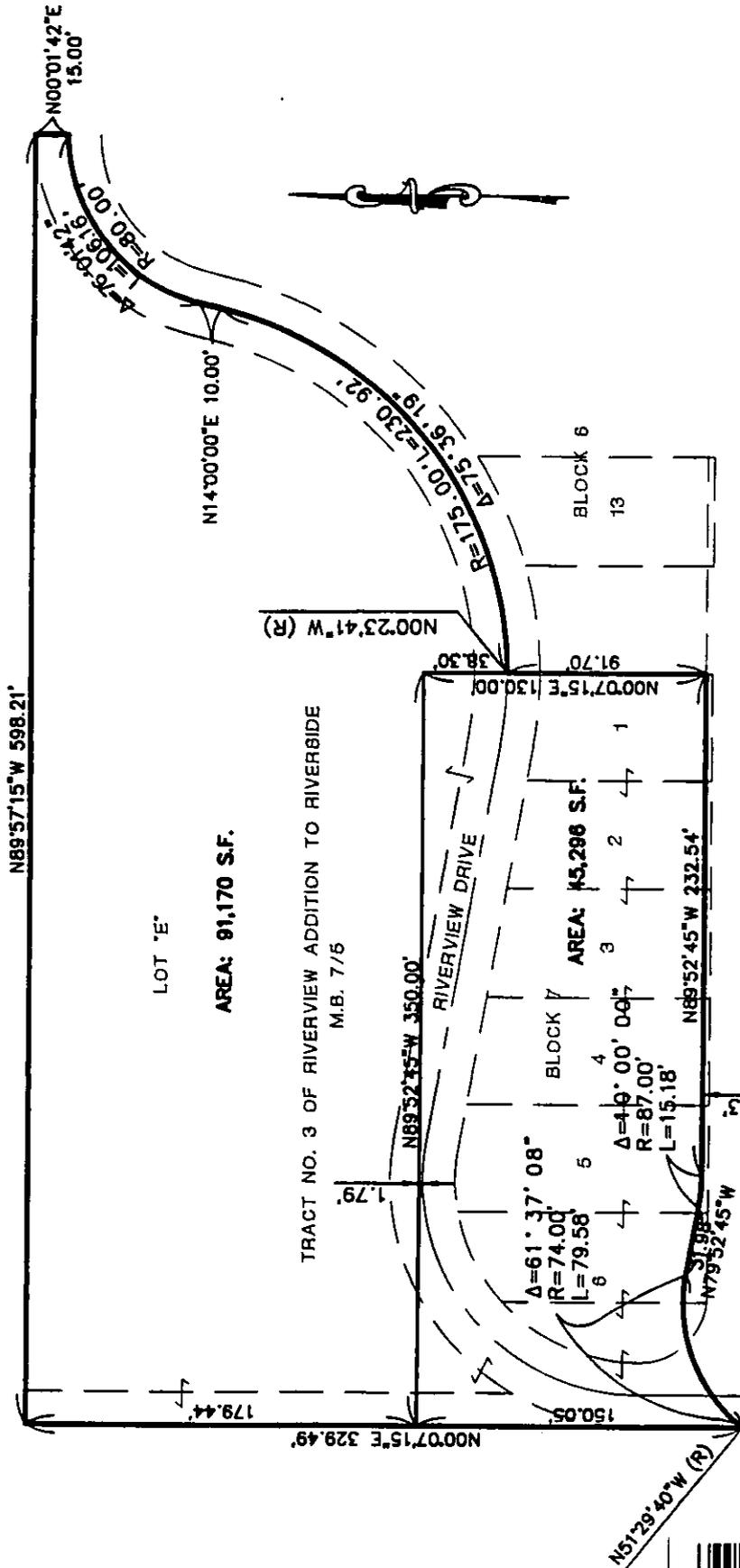
#### PARCEL "1"

THAT PORTION OF LOTS 1 THROUGH 6 OF BLOCK 7, TOGETHER WITH THAT PORTION OF LOT "E" AND A PORTION OF RIVERVIEW DRIVE OF TRACT NO. 3 OF RIVERVIEW ADDITION TO RIVERSIDE, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS RECORDED BOOK 7, PAGE 5 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE EAST LINE OF LOT 1 WITH A LINE LYING 33.00 FEET NORTHERLY OF AND PARALLEL TO THE CENTERLINE OF INDUSTRIAL AVENUE BOTH AS SHOWN ON SAID TRACT NO. 3; THENCE, NORTH 89°52'45" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 232.54 FEET TO THE BEGINNING OF A TANGENT 87.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH; THENCE, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°00'00", AN ARC DISTANCE OF 15.18 FEET; THENCE, NORTH 79°52'45" WEST, A DISTANCE OF 31.98 FEET TO THE BEGINNING OF A TANGENT 74.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE, WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°37'08", AN ARC DISTANCE OF 79.58 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID TRACT NO. 3, A RADIAL BEARING TO SAID POINT BEARS NORTH 51°29'40" WEST; THENCE NORTH 00°07'15" EAST, ALONG SAID WEST LINE OF TRACT NO. 3, A DISTANCE OF 150.55 FEET TO A POINT OF INTERSECTION WITH A LINE WHICH LIES 163.00 FEET NORTHERLY OF AND PARALLEL TO THE CENTERLINE OF SAID INDUSTRIAL AVENUE; THENCE SOUTH 89°52'45" EAST, ALONG LAST SAID PARALLEL LINE, A DISTANCE OF 350.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID LOT 1; THENCE, SOUTH 00°07'15" WEST, ALONG SAID PROLONGATION, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

DESCRIPTION APPROVAL *2/18/00*  
*[Signature]*  
SURVEYOR, CITY OF RIVERSIDE by *[Signature]*





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.

**THE CORNERSTONE GROUP**  
 CIVIL ENGINEERING, PLANNING, LAND SURVEYING  
 1485 SPRUCE STREET, SUITE "H"  
 RIVERSIDE, CALIFORNIA, 92507  
 (909) 342-0038 FAX (909) 342-0288

**LL-043-989 AVIG. ESMT.  
 SCARPINO**

36/546

J.N. 3688

SCALE: 1"=80'



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