

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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CITY OF RIVERSIDE
CITY HALL, 3900 MAIN STREET
RIVERSIDE, CA 92522

DOC # 2001-450570

09/18/2001 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 March Air Reserve Base/
March Inland Portland is entitled
to be recorded without fee
(Government Code S6103)

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Project: 1

A.P.N.D.

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AVIGATION EASEMENT

(MARCH AIR RESERVE BASE)

WHEREAS, MISSION GROVE PLAZA, L.P., a California limited partnership, hereinafter called the "Grantor", is the fee owner of that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California, hereinafter called "the Property; and

WHEREAS, the Property is located within the Air Installation Compatible Use Zone (AICUZ) for March Reserve Base, operated by the Department of Defense of the United States of America, and within the flight path of aircraft operating from said Reserve Base; and

WHEREAS, IHOP Properties, Inc., a California corporation, a tenant of the Grantor, has sought approval from the City of Riverside for the development of its leasehold interest in the project above-referenced; and

WHEREAS, the Airport Land Use Commission for the County of Riverside (ALUC) found the project consistent with the

County Land Use Plan for March Air Reserve Base, subject to granting of an avigation easement to March Air Reserve Base/March Inland Port; and

WHEREAS, the Grantor now desires to grant an avigation easement over the Property to March Air Reserve Base/March Inland Port for the purpose of complying with the condition imposed by ALUC;

NOW, THEREFORE FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor does hereby grant to the hereinafter referred to March Air Reserve Base/March Inland Port as "Grantee", its successors and assigns, for the use and benefit of the public, including, but not limited to, the United States Armed Forces, a perpetual easement and right of flight for the passage of aircraft by whomsoever owned and operated in the airspace above the surface of the Property, together with the right to cause in said airspace such reasonable noise, sound or shock waves, vibrations, dust, smoke, odors, fumes, fuel particles and other related conditions that (i) is generally inherent in the operation of aircraft; and (ii) is neither inherently capable of being mitigated, nor mitigated, as a common practice. "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 March Reserve Base is an operating airport subject to increases in the intensity of use and operation, including present and future reasonable 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 March Reserve Base or other airport or air facility which is or may be located at or near the site of said March Reserve Base. Said waiver and release shall include, but not be limited to, claims known or unknown for damages for physical or emotional injuries, discomfort, inconvenience, 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 March Air Reserve Base and aircraft, or to cause difficulty for pilots to distinguish between airport lights and other lights or to impair visibility in the vicinity of March Air Reserve Base, or to otherwise endanger the landing, take-off, or maneuvering of aircraft on or at said March Air Reserve Base.

Notwithstanding anything herein to the contrary, the foregoing grant of easement shall not be considered as otherwise prohibiting the use of the 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. In addition, and notwithstanding anything herein to the contrary, Grantee agrees that it shall not oppose any

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application by Grantor for use of the Property including, without limitation, any applications for approvals required to be obtained from the Federal Aviation Administration, and to the extent Grantee shall have the legal right, in its discretion to review uses proposed for the Property, as a result of the granting of this Avigation Easement, so long as all applicable federal, state and local regulations pertaining to height restrictions are adhered to and continue to be adhered to.

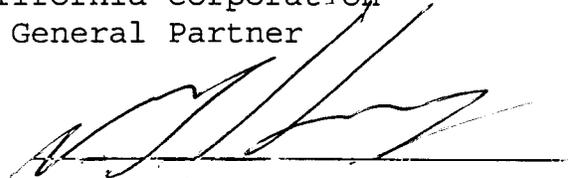
IT IS UNDERSTOOD AND AGREED that this easement and the rights and restrictions herein created shall run with the land and shall be binding upon the Grantor and the heirs, administrators, executors, successors and assigns of Grantor.

Dated: September 5, , 2001

"GRANTOR"

MISSION GROVE PLAZA, L.P.,
a California limited partnership

BY: REGIONAL PROPERTIES, INC.,
a California corporation
Its: General Partner

By: 

Its: SECRETARY

AGREED TO AS TO ITS LEASEHOLD INTEREST IN THE PROPERTY BY:

"TENANT"

IHOP PROPERTIES, INC.,
a California corporation

By: 

Its: PRESIDENT

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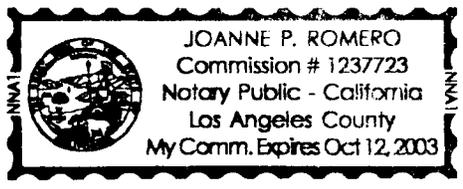
STATE OF California)

COUNTY OF Los Angeles)

On September 4, 2001 before me, Joanne P. Romero,
personally appeared Alex Woy,
 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.

Joanne P. Romero



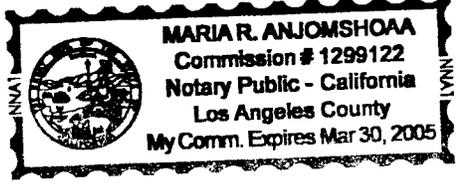
STATE OF California)

COUNTY OF Los Angeles)

On September 14, 2001 before me, Maria R. Anjomshoaa,
personally appeared Richard K. Herzer,
 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.

Maria R. Anjomshoaa



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