

When recorded mail to:

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

AND

March Joint Powers Authority
P.O. Box 7480
Moreno Valley, CA 92552

DOC # 2001-548248

11/05/2001 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 Section 6103)

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A.P.N. 256-510-023

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AVIGATION EASEMENT
(MARCH AIR RESERVE BASE)

WHEREAS Los Angeles SMSA Limited Partnership, dba Verizon Wireless by AirTouch Cellular its general partner, hereinafter called the "Grantor," is/are the owner(s) of a leasehold estate in 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 interest of the Grantor;" and

WHEREAS the property interest of the Grantor 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 the Grantor has sought approval from the City of Riverside for the development of the property interest of the Grantor by 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 interest of Grantor to March Air Reserve Base/March Inland Port for the purpose of complying with the condition imposed by ALCU;

NOW, THEREFORE FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GRANTOR does hereby grant to the MARCH AIR RESERVE BASE/MARCH INLAND PORT, hereinafter referred to 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 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. "Aircraft" is defined for the purposes of this instrument as any contrivance now known or hereafter 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



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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 facilities which are 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, 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 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.

The foregoing grant of easement 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



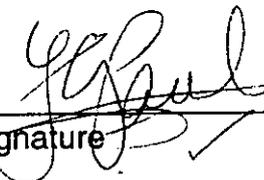
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federal or state authority, provided all applicable federal, state and local regulations pertaining to height restrictions are adhered to.

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: 8/22/01


Signature

Linda Paul for ~~Verizon Wireless~~
Print Name

Los Angeles SMSA Limited Partnership,
dba Verizon Wireless by AirTouch Cellular



GENERAL ACKNOWLEDGEMENT

State of California

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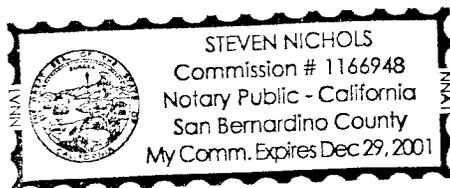
SIGNER

County of Riverside

On 8-22-01 before me STEVEN NICHOLS
(Date) (Name)

a Notary Public in and for said State, personally appeared
LINDA CAROL PAUL
(Name)

[] personally known to me - OR - approved 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.

[Signature]
Signature

OPTIONAL SECTION

CAPACITY CLAIMED BY

- 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:



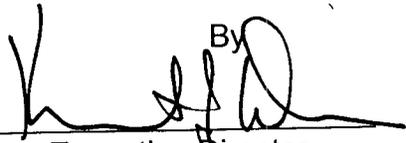
**CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the March Air Reserve Base/ March Inland Port is hereby accepted by the undersigned officer on behalf of the March Inland Port Airport Authority, a government entity, pursuant to authority conferred by Resolution No. 01-01 adopted May 16, 2001 and the grantee consents to recordation thereof by its duly authorized officer.

Dated 9-28-01

MARCH INLAND PORT
AIRPORT AUTHORITY

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By 
Executive Director

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EXHIBIT "A"

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Those portions of Parcels 7, 8 and 9 of Parcel Map No. 26320, in the City of Riverside, County of Riverside, State of California, as per Map recorded in Book 173, Pages 46 to 50 inclusive of Parcel Maps, in the Office of the County Recorder of said County, and as amended by Certificate of Correction recorded May 19, 1995, as Instrument No. 162482, Official Records and as provided in Certificate of Compliance recorded February 11, 1993, as Instrument No. 55708, Official Records, described as follows:

Beginning at the most Westerly corner of Parcel, as shown on said Map, from which point a radial line bears South 42° 47' 6" East (South 42° 47' 06" East (R), said point being the true point of beginning;

Thence Southeasterly, South 49° 09' 40" East, along the Southwesterly line of Parcel 7, as shown on said Map, a distance of 229.52 feet to an angle point therein;

Thence continuing South 27° 09' 40" East, along the Southwesterly line of Parcel 7, as shown on said Map, a distance of 200.00 feet to the most Easterly corner of Parcel 6, as shown on said Map;

Thence Easterly, North 77° 41' 40" East, along the Southerly line of Parcel 7, as shown on said Map, a distance of 90.00 feet to an angle point therein;

Thence continuing Easterly, South 72° 18' 20" East, along the Southerly line of Parcel 7, as shown on said Map, a distance of 45.50 feet, to the Southeast corner of Parcel 7, as shown on said Map;

Thence Northerly, North 17° 41' 40" East, along the Easterly line of said Parcel 7, and its Northerly prolongation, as shown on said Map, a distance of 185.68 feet to its intersection with the centerline of that certain waterline easement granted from Mission Grove Plaza, L.P., a California Limited Partnership to Western Municipal Water District of Riverside County, recorded June 27, 1991, as Instrument No. 217840, Official Records (hereinafter referred to as the "Waterline Easement"). Said Waterline Easement is also delineated on parcel Map No. 26320);

Thence Westerly, North 82° 58' 23" West, along the centerline of said "Waterline Easement", a distance of 63.13 feet to the beginning of a tangent curve, as shown on said Map, concave Southerly, having a radius of 660.00 feet.



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EXHIBIT "A" continued

Thence continuing Westerly, along the centerline of said "Waterline Easement" on the arc of a curve concave Southerly having a radius of 660.00 feet, an arc length of 78.42 feet, through a central angle of $06^{\circ} 48' 29''$) to the end of said tangent curve;

Thence continuing Westerly, North $89^{\circ} 46' 57''$ West, along the centerline of said "Waterline Easement", a distance of 43.06 feet, to a point therein, said point being the beginning of a tangent curve, concave Southerly, having a radius of 150.00 feet.

Thence continuing Westerly (no longer following the aforesaid waterline easement) on the arc of a curve concave Southerly, having a radius of 150.00 feet, an arc length of 20.61 feet, through a central angle of $07^{\circ} 52' 25''$ to its intersection with a line lying 5.00 feet Westerly, as measured at right angles, from the Westerly line of a 20.00 foot wide drainage easement, as shown on said Map, from which point a radial line bears South $07^{\circ} 39' 22''$ East (R);

Thence Northerly, North $0^{\circ} 38' 42''$ East, parallel with and distant Westerly 5.00 feet, as measured at right angles, from the Westerly line of said drainage easement, as shown on said Map, a distance of 214.00 feet to its intersection with the Southerly right of way of Alessandro Boulevard, as shown on said Map;

Thence Westerly, North $81^{\circ} 58' 17''$ West, along the Southerly right of way line of Alessandro Boulevard, as shown on said Map, a distance of 43.26 feet, to the beginning of a non-tangent curve, concave to the Southeast, having a radius of 323.00 feet, from which point a radial line bears South $02^{\circ} 03' 58''$ East (R), (reported as North $02^{\circ} 37' 58''$ West (R) on said Map;

Thence Southwesterly along the Southerly right of way line of Alessandro Boulevard, as shown on said Map, on the arc of a curve concave Southeasterly, having a radius of 323.00 feet, an arc length of 229.55 feet, through a central angle of $40^{\circ} 43' 08''$, to a point therein, from which point a radial line bears South $42^{\circ} 47' 06''$ East (R), the true point of beginning.

