

Recording Requested by:
Continental Lawyers Title Company
When Recorded, Mail To:

The City Clerk
City of Redlands
P.O. Box 3005
Redlands, CA 92373

Property No. 538-6616

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RECORDED IN OFFICIAL RECORDS
MAR 26 1991 AT 3:00 PM
SAN BERNARDINO COUNTY, CALIF.
91-100932

AVIGATION EASEMENT

WHEREAS, CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, herein called Grantor, is the owner in fee of that certain parcel of land situated in the City of Redlands, County of San Bernardino, State of California, more particularly described as:

The West One-Half of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 14, Township 1 South, Range 3 West, San Bernardino Base and Meridian, in the City of Redlands, County of San Bernardino, State of California, according to the official map thereof.

Excepting therefrom the South 30 feet for road purposes,

herein called the Servient Tenement,

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor, for itself, its successors and assigns, does hereby grant and convey unto the City of Redlands, California, sublessees, licensees and invitees, for the use and benefit of the Municipal Airport, herein called the Dominant Tenement, an avigation easement,

For the free and unobstructed passage of all aircraft ("aircraft" being 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), by whomsoever owned and operated, in the airspace over, through, across and adjacent to the Servient Tenement,

Together with the right to cause in said airspace such noise, sound or shock waves, vibrations, odors fumes, dust, fuel particles, smoke, light, thermal waives, air quality changes and other results transmitted from the operation of aircraft of all types now known or hereafter designed and used for navigation of or the operation of the Dominant Tenement by and by reason of any operational incidental effects thereof including such as may occur in and from take-off, landing and approach patterns into and from the Dominant Tenement.

To have and to hold said easement and right of way and all rights appertaining thereto unto Grantee, it successors, assigns, lessees, sublessees, licensees and invitees, until the Dominant Tenement shall be abandoned and shall cease to be used for public airport purposes, it being understood and agreed that these covenants and agreements shall run with the land.

Grantor, for itself, its successors and assigns, does hereby waive, remise and release any right or cause of action which it may now have or which it may have in the future against Grantee, its successors and assigns, due to such noise, sound or shock waives, vibrations, odors, fumes, dust, fuel particles, smoke, light, thermal waives, air quality changes and other results in said airspace that may be cause or may have been caused by the operation of aircraft of all types now known or hereafter designed and used for

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navigation of or flight in the air, by reason of any sue ancillary or incidental to the operation of the Dominant Tenement and by reason of any operational incidental effects thereof including such as may occur in and from take-off, land and approach patterns into and from the Dominant Tenement. Said waiver and release shall include, but shall not be limited to, claims, known or unknown, for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, 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, for itself, its successors and assigns, agrees that Grantee shall have no duty to avoid or mitigate such damages by, without limitation, setting aside or condemning buffer lands, rerouting air traffic, erecting sound or other barriers, establishing curfews, noise or other regulations. Grantor acknowledges and agrees that this waiver applies to all claims for injuries, damages or losses to Grantor's person and property, real or personal, (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, or patent or latent) that Grantor may have against Grantee and Grantor hereby waives application of California Civil Code Section 1542.

Grantor, for itself, its successors and assigns, 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 within said 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 said airport, or to otherwise endanger the land, take-off or maneuvering of aircraft. Grantor, for itself, its successors and assigns, agrees that Grantee shall have the right to mark and light as obstructions to air navigation any such building, structure, tree or other object now upon, or that in the future may be upon the Servient Tenement, together with the right of ingress to, egress from and passage over and within the Servient Tenement for the purposes of accomplishing such marking and lighting.

Executed this 6th day of March, 1991.

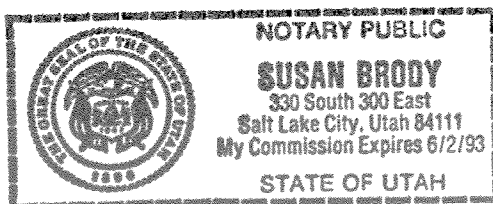
CORPORATION OF THE PRESIDING BISHOP OF
THE CHURCH OF JESUS CHRIST OF LATTER-
DAY SAINTS, a Utah corporation sole

J.D.M.

By [Signature]
Authorized Agent

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 6th day of March, 1991, personally appeared before me TED D. SIMMONS, personally known to me to be the Authorized Agent of the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Corporation, that the seal impressed on the within instrument is the seal of said Corporation, and the said TED D. SIMMONS acknowledged to me that the said Corporation executed the same.



[Signature]
Notary Public for State of Utah