

RECORDED
REQUEST OF

WHEN RECORDED MAIL TO:

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

	CHRG
2 MSYS	7 GIMS
3 PCOR	8 NO FEE
4 LNNT	9 ST FEE
5 SVY	
5 DTT	A

AVIGATION EASEMENT

92-148105
RECORDED IN
OFFICIAL RECORDS

92 APR -7 PM 1:47

SAN BERNARDINO
CO., CALIF.

WHEREAS, Hill Williams Development Corp.
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:

Pioneer/Riverview Area/Brookstone; W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 15 T1S R3W SB Base
City of Redlands, County of San Bernardino, California

herein called the Servient Tenement,

NOW, THEREFORE, for valuable consideration, the receipt and
sufficiency of which is hereby acknowledged, Grantor, for itself,
its heirs, administrators, executors, successors and assigns, does
hereby grant and convey unto the City of Redlands, California,
herein called Grantee, its successors, assigns, lessees,
sublessees, licensees and invitees, for the use and benefit of the
public, an easement and right of way appurtenant to the Redlands
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 waves, air quality changes and
other results transmitted from the operation of aircraft of all
types now know or hereafter designed and used for navigation of or
flight in the air, by reason of any use 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, 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, its 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 heirs, administrators, executors, 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 waves, vibrations odors, fumes, dust, fuel particles, smoke, light, thermal waves, air quality changes and other results in said airspace that may be caused or may have been caused by the operation of aircraft of all types now know or hereafter designed and used for navigation of or flight in the air, by reason of any use 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 patters 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 heirs, administrators, executors, 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 heirs, administrators, executors, 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 heirs, administrators, executors, successors and assigns, agrees that

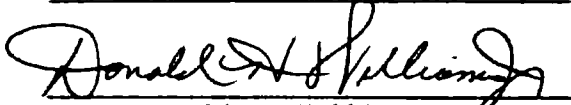
92-148105

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 purpose of accomplishing such marking and lighting.

Executed this 8 day of October, 1991.

GRANTOR

Hill Williams Development Corp.



By: Donald H. Williams, Jr.
President

PLEASE SIGN AND ACKNOWLEDGE THIS INSTRUMENT BEFORE A NOTARY PUBLIC.

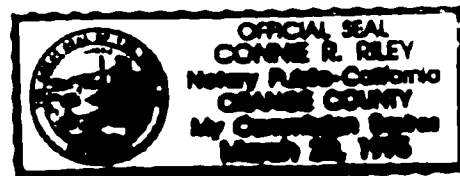
State of California)
County of Orange)

92-148105

On 10-8-1991, before me, Connie R. Riley, a notary public in and for said state, personally appeared Donald H. Williams, Jr., known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in the capacity indicated at the signature point.

WITNESS my hand and official seal.


Connie R. Riley



(Seal)