



LARRY WALKER
Auditor/Controller – Recorder

R Regular Mail

RECORDING REQUESTED BY AND

WHEN RECORDED, RETURN TO:

CITY CLERK'S OFFICE
CITY OF REDLANDS
P O BOX 3005
REDLANDS CA 92373

Doc#: 2005-0541944



Titles: 1 Pages: 6

Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

(THIS SPACE FOR RECORDER'S USE ONLY)

AVIGATION EASEMENT

FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103

KB Home Greater Los Angeles Inc. (hereinafter called "Grantor") is the owner in fee of certain real property located in the City of Redlands, County of San Bernardino, State of California, and which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, (hereinafter the "Servient Tenement.")

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 to the City of Redlands, California (hereinafter "Grantee"), its successors, assigns, lessees, sublessees, licensees and invitees, for the use and benefit of the public, an avigation easement appurtenant to the Redlands Municipal Airport (hereinafter the "Dominant Tenement"), 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 such airspace 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 known 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 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, 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 known 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

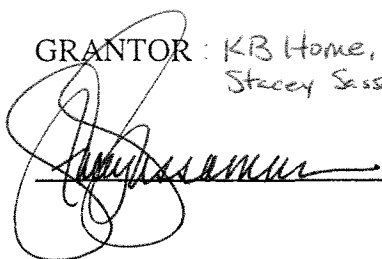
occur in and from take-off, land and approach patterns into and from the Dominant Tenement. This waiver and release includes, but shall not be limited to, claims, known or unknown, for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use 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 by enacting 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. That Section reads:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Grantor, for itself, its heirs, administrators, executors, successors and assigns, shall not 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 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 22nd day of November, 2004.

GRANTOR : KB Home, Greater Los Angeles
Stacey Sassaman, Director Forward Planning



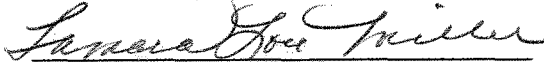
PLEASE SIGN AND ACKNOWLEDGE THIS INSTRUMENT BEFORE A NOTARY PUBLIC.

STATE OF CALIFORNIA

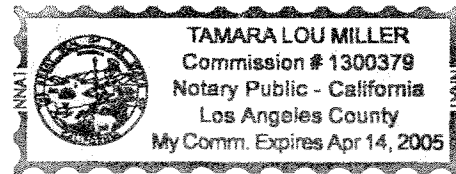
COUNTY OF LOS ANGELES

On November 22, 2004 before me, Tamara Lou Miller, a Notary Public in and for said county and state, personally appeared ****Stacey Sassaman **** personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



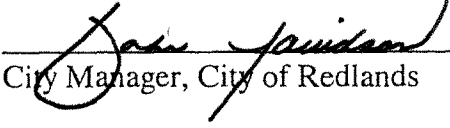
Tamara Lou Miller



CERTIFICATE OF ACCEPTANCE:

This is to certify that the interest in real property conveyed to the City of Redlands dated Nov 22, 2004
_____ from KB Home, Greater Los Angeles Inc.
is hereby accepted and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: 7-19-05



City Manager, City of Redlands

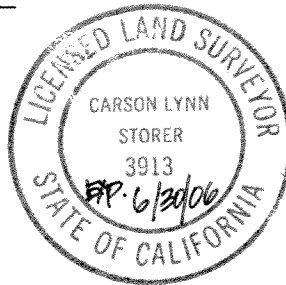
EXHIBIT "A"

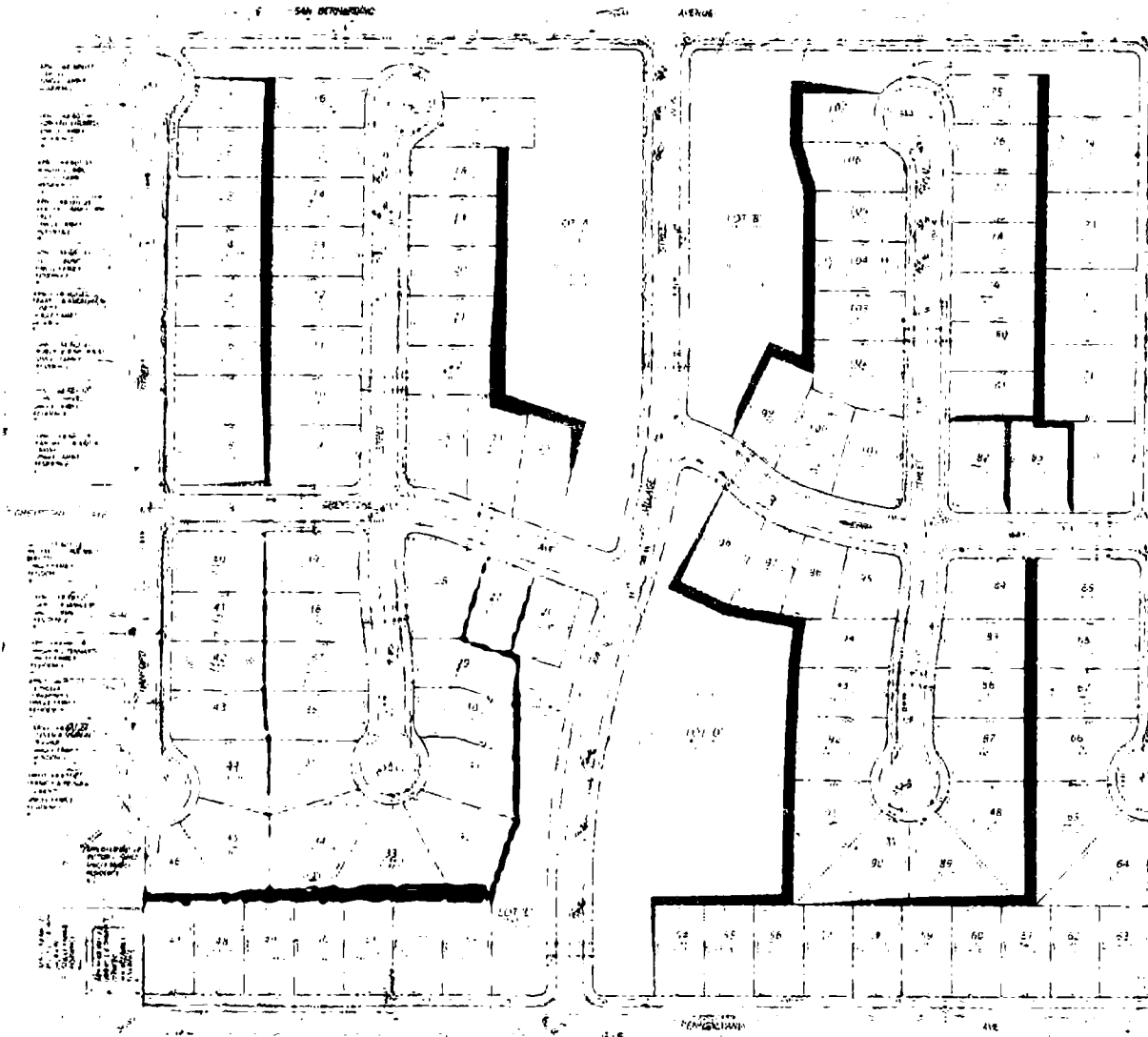
LEGAL DESCRIPTION

LOTS 1 THROUGH 107, INCLUSIVE AND LETTERED LOTS A, B, C, AND D,
INCLUSIVE, OF TRACT NO. 16556, LOCATED IN THE CITY OF REDLANDS,
AS PER MAP RECORDED IN BOOK 308 OF MAPS, PAGES 98
THROUGH 103, RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE
OF CALIFORNIA.

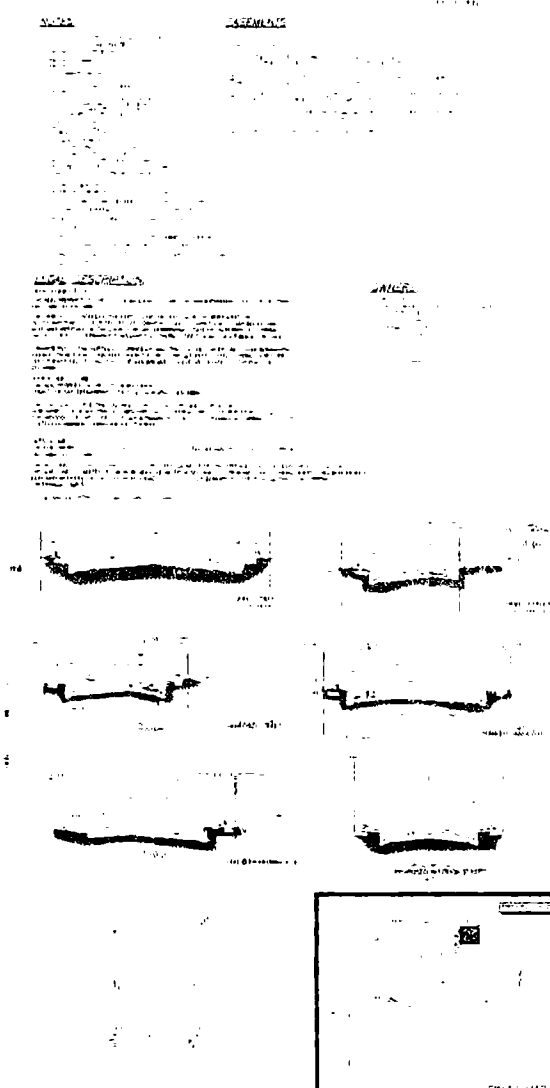


CARSON L. STORER P.L.S. 3913
EXPIRATION DATE: JUNE 30, 2006



$$\begin{aligned} & \left(\frac{\partial}{\partial t} + u \frac{\partial}{\partial x} + v \frac{\partial}{\partial y} + w \frac{\partial}{\partial z} \right) \rho = -\rho \nabla \cdot \mathbf{u} \\ & \left(\frac{\partial}{\partial t} + u \frac{\partial}{\partial x} + v \frac{\partial}{\partial y} + w \frac{\partial}{\partial z} \right) \mathbf{u} = -\frac{1}{\rho} \nabla_x p - \nu \nabla^2 \mathbf{u} \\ & \left(\frac{\partial}{\partial t} + u \frac{\partial}{\partial x} + v \frac{\partial}{\partial y} + w \frac{\partial}{\partial z} \right) \mathbf{v} = -\frac{1}{\rho} \nabla_y p - \nu \nabla^2 \mathbf{v} \\ & \left(\frac{\partial}{\partial t} + u \frac{\partial}{\partial x} + v \frac{\partial}{\partial y} + w \frac{\partial}{\partial z} \right) \mathbf{w} = -\frac{1}{\rho} \nabla_z p - \nu \nabla^2 \mathbf{w} \end{aligned}$$
[illegible]

[Faint, illegible handwritten notes and markings at the bottom of the page.]

[illegible]

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862. It is a very long letter, and it contains a great deal of information about the state of the country at that time. It is a very important document, and it is one of the most interesting documents in the collection.

Recording Requested By
and
When Recorded Mail to:

City of Redlands
Attn: Public Works Director
35 Cajon Street
Redlands, CA 92373

**FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103**

copy
22-05
Sent to
recorder
1/24/06

**CERTIFICATE OF CORRECTION
(MONUMENT SUBSTITUTION)**

I, Gary W. Dokich, certify that I am a Licensed Land Surveyor of the State of California. That Tract No. 16556 was prepared by Carson L. Storer, Licensed Land Surveyor No. 3913, and is filed in Book 308, Page(s) 98-103, of Maps, Records of San Bernardino County, California, and that the following correction(s) to said map are made by me in accordance with Chapter 3, Article 7, Section 66469 thru Section 66472 of the Subdivision Map Act.

I am the Land Surveyor assuming the responsibility for placement of final monuments, in accordance with Chapter 3, Article 7, Section 66498 of the Subdivision Map Act. I hereby certify that a survey was performed by me or under my direction on January 2006, which verified the information contained on said map. Monument descriptions are corrected as follows:

Incorrect Data

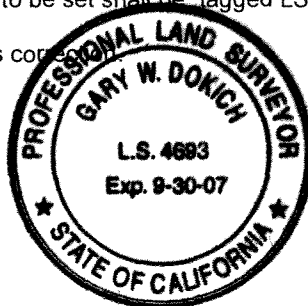
At Sheet 2, under Surveyor's Notes, show various monuments to be set and "tagged PLS 3913", which is now incorrect.

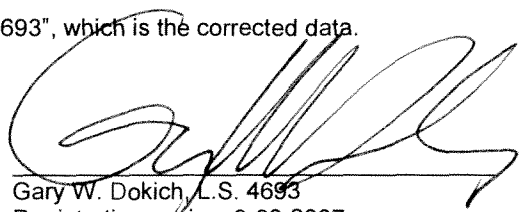
Correct Data

At Sheet 2, under Surveyor's Notes, monuments to be set shall be "tagged LS 4693", which is the corrected data.

There are no fee property owners affected by this correction.

Dated: January 19, 2006



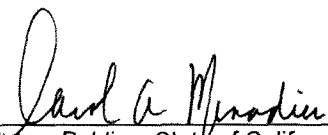

Gary W. Dokich, L.S. 4693
Registration expires 9-30-2007

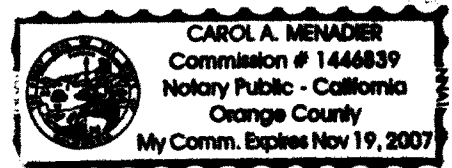
STATE OF CALIFORNIA)
COUNTY OF ORANGE) s.s.

On JAN 19, 2006 before me the undersigned, a Notary Public in and for said State, personally appeared GARY W DOKICH, personally know to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

Witness my hand of official seal.

My Commission Expires Nov 19, 2007

Signature 
Notary Public - State of California



CITY ENGINEER'S CERTIFICATE

This Certificate of Correction has been examined by the undersigned and discloses that the changes are authorized by and comply with Government Code Section 66469 of the Subdivision Map Act.

Dated: _____

See attached
Ronald C. Mutter, R.C.E. 28129
Registration Expires 3-31-2006
City Engineer, City of Redlands