

Recorded in Official Records, County of
San Bernardino, Larry Walker, Recorder

RECORDING REQUESTED BY AND

Doc No. 20000279714
11:09am 08/03/00

WHEN RECORDED, RETURN TO:

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

First American Title A # 601

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AVIGATION EASEMENT

Pioneer Redlands Associates, L.P. a California Limited Partnership

_____, (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

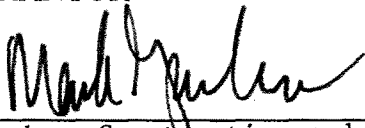
occur in and from take-off, land and approach patterns into and from the Dominant Tenement. This waiver and release includes, but shall not be limited to, claims, known or unknown, for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use 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 14th day of July, 2000.

GRANTOR



Gardner Construction and Development, Inc., General Partner, Mark Gardner, President
Pioneer Redlands Associates, L. P.

PLEASE SIGN AND ACKNOWLEDGE THIS INSTRUMENT BEFORE A NOTARY PUBLIC.

ACKNOWLEDGEMENT CERTIFICATE

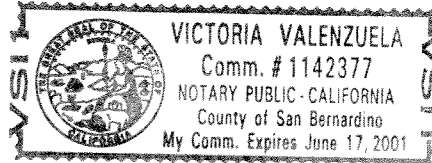
State of California)ss
County of San Bernardino)

On July 13, 2000 before me, Victoria Valenzuela, Notary Public,
personally appeared Mark Gardner, 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.

Victoria Valenzuela

Victoria Valenzuela, Notary Public

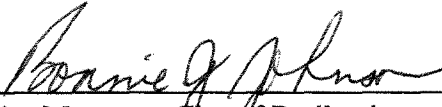


Seal

CERTIFICATE OF ACCEPTANCE:

This is to certify that the interest in real property conveyed to the City of Redlands dated July 14, 2000 from Pioneer Redlands Associates, L.P. (aka Gardner Construction and Development, Inc.) is hereby accepted and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: 7-17-00



City Manager, City of Redlands

EXHIBIT 'A'

OCCIDENTAL AVE

PIONEER AVENUE

MADISON

ASSISTANT WAY

RILEY WAY

MORGAN COURT

RIVERVIEW DRIVE

BR

SESSUMS



72 16015, CITY OF REDLANDS
COUNTY OF SAN BERNARDINO, BOOK 279
PAGES 27-30

