

No Fee

Doc No. 20000179481
3:54pm 05/19/00

RECORDING REQUESTED BY AND

First American Title Insurance Co.

WHEN RECORDED, RETURN TO:

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

205 30132773 03 04

1	2	3	4	5	6	7	8	9	0
PG	FEE	APF	GIMS	PH CPY	CRT CPY	ADD NM	PEN PR	PCOR	
5	0	0							
NON ST	LN	SVY	CIT-CO	TRANS TAX	DA	CHRG	EXAM		
			5			601	R		

(THIS SPACE FOR RECORDER'S USE ONLY)

168-131-02,01
168-171-04,09,07,06
168-121-12
168-161-01

AVIGATION EASEMENT

FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103

REDLANDS LUGONIA, LLC
a Calif. Limited Liability Co., (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

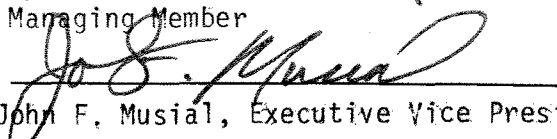
occur in and from take-off, land and approach patterns into and from the Dominant Tenement. This waiver and release includes, but shall not be limited to, claims, known or unknown, for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use 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 24th day of January, 2000.

GRANTOR REDLANDS LUGONIA, LLC, a Calif. Limited Liability Company
by: CURTIS DEVELOPMENT CORPORATION
Managing Member

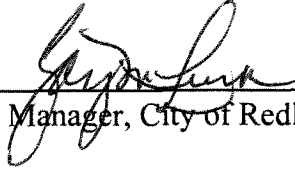

John F. Musial, Executive Vice President, Chief Operating Officer

PLEASE SIGN AND ACKNOWLEDGE THIS INSTRUMENT BEFORE A NOTARY PUBLIC.

CERTIFICATE OF ACCEPTANCE:

This is to certify that the interest in real property conveyed to the City of Redlands dated January 24,
2000 from Redlands Lugonia, LLC
is hereby accepted and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: February 9, 2000



City Manager, City of Redlands

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

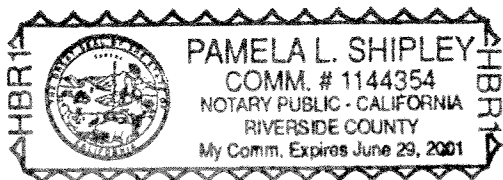
County of Riverside

On 1-24-00 before me, Pamela L. Shipley, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared John F. Musial
NAME(S) OF SIGNER(S)

☒ 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.

Pamela L. Shipley
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Avigation Easement
Redlands 15937

TITLE OR TYPE OF DOCUMENT

4
NUMBER OF PAGES

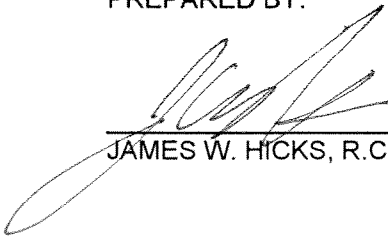
1/24/00
DATE OF DOCUMENT

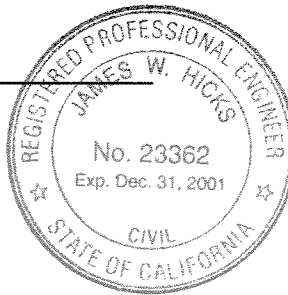
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

LOT NUMBERS 1 THROUGH 159, INCLUSIVE, AND LETTERED LOTS A THROUGH CC, INCLUSIVE, TRACT NO. 15937, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 278 OF MAPS, PAGES 48 THROUGH 54, OFFICIAL RECORDS OF SAID COUNTY.

PREPARED BY:


JAMES W. HICKS, R.C.E. NO. 23362



PLANNING AND COMMUNITY DEVELOPMENT



Subdivision Improvement Agreement - Tract No. 15739 - On motion of Councilmember George, seconded by Councilmember Freedman, the City Council approved, by AYE votes of all present, a subdivision improvement agreement for Tract No. 15739, a subdivision of 160 single family lots on 61.27 acres generally located on the northeast corner of Lugonia Avenue and Dearborn Street R-E (Residential Estate) District.

Tract No. 15739 - Final Approval - On motion of Councilmember George, seconded by Councilmember Freedman, the City Council accepted and granted final approval, by AYE votes of all present, for Tract No. 15739 and authorized recordation with the County Recorder. Tract No. 15739 is a subdivision of 160 single family lots on approximately 61.27 acres generally located on the northeast corner of Lugonia Avenue and Dearborn Street in the R-E (Residential Estate) District; Standard Pacific of the Inland Empire, applicant.

COMMUNICATIONS

Council Policy - Written Agenda Materials - Councilmember Pepler asked the City Council to consider adopting a policy regarding items that are submitted by individual Councilmembers for discussion and possible action on the City Council agendas. She felt City Council, City staff, and the public would greatly benefit from having written backup materials submitted for each agenda item. Councilmember Freedman agreed, however, there are instances when a Councilmember becomes aware of a situation that should be placed on an agenda the day the agenda is distributed. Councilmember Haws concurred and recommended the deadline for backup materials be Mondays before a Council meeting. Councilmember Pepler moved to enact a policy that no item be placed on the agenda without at least a brief written memo on the background of the topic and what should be discussed; the deadline is extended to Mondays, noon, for urgent matters placed on an agenda without backup materials. Motion seconded by Councilmember Haws and carried unanimously.

Exclusive Negotiations Agreement - Sports Complex - Empire A/G Recreation, LLC representatives met with individual Councilmembers and City staff regarding a proposal to develop the City's sports complex in the northeast section of the City. A PowerPoint presentation was made on the financing of the sports park and master plan proposals. Mr. David Willis, General Partner, Empire A/G Recreation LLC, reviewed an Exclusive Negotiation Agreement he urged Council to approve. Councilmember George stated the City has been contacted by other companies who would like to present proposals; the City needs to keep their options open. Councilmember Haws stressed that the doors are open to communicate with staff, Parks Commission, Recreation Commission and community groups. Councilmember George expressed his concern with the suggested sale of alcohol at the complex; Mr. Willis stated it