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FIRST AMERICAN TITLE B #601

RECORDING REQUESTED BY:
PUBLIC WORKS DEPARTMENT
CITY OF REDLANDS

WHEN RECORDED, RETURN TO:
CITY CLERK'S OFFICE
CITY OF REDLANDS
P O BOX 3005
REDLANDS CA 92373

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AVIGATION EASEMENT

WHEREAS, STANDARD PACIFIC 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:

Tract 16101

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 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.

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 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. 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 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 10th day of December, 2001.

GRANTOR - STANDARD PACIFIC CORP.



Michael J White
Authorized Representative

PLEASE SIGN AND ACKNOWLEDGE THIS INSTRUMENT BEFORE A NOTARY PUBLIC.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Riverside

SS.

On December 10, 2001, before me, Brianne J. Corey a Notary Public,

Date

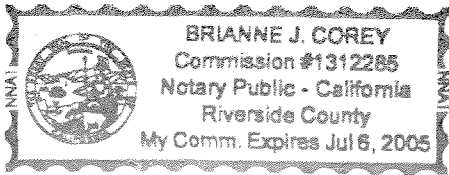
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael J. White,

Name(s) of Signer(s)

☒ personally known to me

☐ 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.

Brianne J. Corey
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property, described as Tract 16101 on the Avigation Easement to the City of Redlands from Standard Pacific Corporation dated December 10, 2001, is hereby accepted and the Grantee consents to recordation thereof by its duly authorized officer.



John Davidson, City Manager

Date: December 14, 2001