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DOC # 2001-063399

02/15/2001 08:00A Fee:30.00

Page 1 of 9

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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WHEN RECORDED MAIL TO:

CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Project: Parcel Map 29527

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FOR RECORDER'S USE ONLY

COVENANT AND AGREEMENT
ESTABLISHING COMMON FIRE PROTECTION WATER SERVICES

THIS COVENANT AND AGREEMENT is made and entered into this 5th day of September, 2000, by and between CONSTANTINO NOVAL, AS TRUSTEE OF THE CONSTANTINO NOVAL TRUST DATED FEBRUARY 2, 1989, ("FIRST PARTY") and TOM RAFFY AND SUSAN N. RAFFY, AS TRUSTEES OF THE RAFFY REVOCABLE TRUST ESTABLISHED 7-16-96 ("SECOND PARTY") with reference to the following facts:

A. FIRST PARTY is the fee owner of the following described real property located at 1850 Massachusetts Avenue in the City of Riverside, County of Riverside, State of California:

Parcel 2 of Parcel Map No. 22972 as shown by map on file in book 148, pages 100 and 101 of Parcel Maps, records of Riverside County

(hereinafter referred to as "Parcels 1 and 3" of the proposed Parcel Map 29527 as depicted on the plot map attached hereto as Exhibit "A")

B. SECOND PARTY is the fee owner of the following described real property located at 1844 Massachusetts Avenue in the City of Riverside, California, State of California:

Parcel 1 of Parcel Map 22972 as per Map recorded in Book 148, pages 100-101 of Parcel Maps, in the Office of the County Recorded of Riverside County

(hereinafter referred to as "Parcel 2" of the proposed Parcel Map 29527 as depicted on the plot map attached hereto as Exhibit "A")

C. Parcels 1, 2 and 3 are hereinafter collectively referred to as the "Property." An application has been filed with the City of Riverside as Case No. PM-29527 to divide the Property,

DESCRIPTION APPROVAL 8/14/00
Walter R. Ayres
SURVEYOR, CITY OF RIVERSIDE

which consists of approximately 9.4 acres developed with five buildings, into three parcels for industrial purposes.

D. The Parties desire to establish and maintain a common fire service connection to service the Property. With the recordation of Parcel Map 29527, said common fire service connection will be located at the northern property line of Parcel 1 adjacent to Massachusetts Avenue.

E. As a condition of approval for the recordation of Parcel Map 28709, the Public Utilities Department of the City of Riverside (hereinafter referred to as "City") is requiring the Parties to execute and record a Covenant and Agreement to cover the operation, maintenance and billing of the common fire service connection located on Parcel 1 for the benefit of Parcel 1, Parcel 2 and Parcel 3.

NOW, THEREFORE, in order to comply with the condition imposed by the City, the Parties hereby declares that the Property is, and shall hereafter be, held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following covenants, conditions, restrictions and easement, maintaining and protecting the Property.

1. Master Fire Protection Water Service Agreement. Parcels 1, 2, and 3 of the Property will each be served water for fire protection service by City through a Master Fire Protection Water Service connection installed on Parcel 1 of Parcel Map 29527 at its northern property line adjacent to Massachusetts Avenue. The billing from City for the fire protection water service through this connection shall be sent to and be the responsibility of the owner of Parcel 1 bearing the street address of 1850 Massachusetts Avenue, and shall be promptly paid by said owner, provided, however, the owner of Parcel 1 may bill each of the owners of Parcels 2 and 3 in an amount not to exceed one-third of the amount billed by City. The owner of Parcels 2 and 3 shall reimburse the owner of Parcel 1 any amount so billed as provided above within fifteen (15) days following receipt of a statement evidencing payment of such charges to the City by such owner. Any such amount which is not paid within such fifteen (15) day period will thereafter bear interest at the highest rate allowed under California law, and if not satisfied within thirty (30) days following such written request, the owner of Parcel 1 may (a) initiate appropriate legal action in any court having jurisdiction for collection of such delinquent amount; and (b) take such other action permitted by law.

2. Grant of Easement for Fire Protection Water Service Line. The Parties hereby establish, grant and reserve a nonexclusive reciprocal easement for the construction, maintenance, repair, replacement and use of an underground fire protection water service line and for ingress and egress in connection with said facility for the use and benefit of and an easement across all those portions of Parcels 1, 2, and 3 of Parcel Map 29527, except those portions presently developed with permanent buildings as depicted in Exhibit "A" attached hereto and incorporated herein.

3. Maintenance of Fire Protection Water Service Lines. The owner of each parcel of the Property shall be responsible for the routine maintenance and timely repair of the fire protection water service line on such parcel including that portion of such line lying within the easement area



above-described. As part of any maintenance, repair, or replacement of any fire protection water service line which requires the disturbance of the surface of the easement area, the owner performing such work shall cause the surface to be restored to reasonably the same condition existed prior to such work being done.

4. Enforcement. The provisions of this Declaration shall be enforceable at law and in equity by each Party, each successive owner of any parcel of the Property, and the City. In the event of any legal or equitable proceeding for the enforcement of or to restrain the violation of this Declaration or any provision thereof, the prevailing Party therein shall be entitled to reasonable attorneys' fees in addition to any other cost to which said Party may be entitled. The failure of any Party, any owner, or the City of enforce any provisions of this Declaration shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision.

5. Release. Each Party, on behalf of itself and each successive owner of the Property or any portion thereof, hereby releases the City, its officers, employees and agents from any and all claims, demands, suits or actions that it now or in the future have arising out of or incurred as a result of the fire loss due to the installation or use of a common fire protection water service or the improper maintenance of the on-site fire protection water service system. Each Party agrees that the matters released herein are not limited to matters which are now known or disclosed, and for itself and such successive owner, waive any and all rights and benefits which it now has, or in the future may have, conferred upon it by virtue of the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

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.

In this connection, each Party agrees, represents and warrants that it is familiar with, has read, and understands Civil Code Section 1542, and each Party realizes and acknowledges that factual matters now unknown to it may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated and that this Release has been negotiated and agreed upon in light of that realization and that each Party nevertheless intends to release, discharge and acquit the City from any such unknown claims arising from the installation or use of a common fire protection water service or the improper maintenance of the on-site fire protection water service system.

6. Effect of Declaration. Any person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have granted or be subject to, may be appropriate, the easement described in Paragraph 2 hereof whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in the Property.

7. Covenant Running with Land. This Covenant and Agreement shall run with the land and shall be binding upon the Parties, their heirs, successors and assigns, and shall continue in effect



until released by the Public Utilities Director of the City of Riverside by notice duly recorded.

IN WITNESS WHEREOF the Parties have caused this Covenant and Agreement to be executed the day and year first above written.

FIRST PARTY:

Constantino Noval Trustee

CONSTANTINO NOVAL

Trustee of the Constantino Noval Trust Dated
February 2, 1989

SECOND PARTY:

T.M. Raffy, Trustee

TOM RAFFY

Trustee of the Raffy Revocable Trust
Established 7-16-96

Susan N. Raffy, Trustee

SUSAN N. RAFFY

Trustee of the Raffy Revocable Trust
Established 7-16-96

APPROVED AS TO CONTENT:

Peter P. Witzfeld

Public Utilities Department

bb

APPROVED AS TO FORM:

Jenna L. Daniel

Deputy City Attorney

ENDFIELD



State of California)
)ss
County of Riverside)

On Sept. 5, 2000, before me, the undersigned, a notary public in and
for said State personally appeared Constantino Naval, Trustee.

~~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.

Angela R. Murray
Signature

CAPACITY CLAIMED BY SIGNER

- Attorney-in-fact
 Corporate Officer(s)
Title _____
 Guardian /Conservator
 Individual(s)
 Partner(s)
 General Limited
 Trustee(s)
 Other _____

The party(ies) executing this document is/are representing:



State of California)
)ss
County of Riverside)

On Sept. 5, 2000, before me, the undersigned, a notary public in and
for said State personally appeared Susan N. Raffy - Trustee

and Tom Raffy, Trustee

~~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.

Angela R. Murray
Signature

CAPACITY CLAIMED BY SIGNER

- Attorney-in-fact
- Corporate Officer(s)
Title _____
- Guardian /Conservator
- Individual(s)
- Partner(s)
- General Limited
- Trustee(s)
- Other _____

The party(ies) executing this document is/are representing:



CERTIFICATE OF TRUSTEE

THE UNDERSIGNED HEREBY CERTIFY THAT:

The persons named below ("Trustees") have been duly appointed as Trustees of the trust (the "Trust") created pursuant to the following described trust agreement : Raffy Revocable Trust dated: 7/16/96

This Certification of Trust is given by each of the Trustees voluntarily pursuant to Section 18100.5 of the California Probate Code and under penalty of perjury, intending that the facts set forth herein be relied upon by the City of Riverside ("City") as true and correct.

- (1) The Trust is in existence as of this date and evidenced by a Trust instrument executed on 7/16/96
- (2) The names of the currently acting Trustees are: Tom Raffy, Susan N. Raffy
- (3) The powers of the Trustees include the power to do, or perform, all of the acts and things on behalf of the Trust set forth in the (i.e. Lease Agreement) Covenant 3 agreement
- (4) The Trust is revocable: YES NO If yes, the names of the persons holding any power to revoke the Trust are: Tom Raffy Susan Raffy
- (5) Execution: (fill in the applicable execution requirement):
 - a) The following Trustee, acting alone, can sign or act to bind the Trust: _____
 - b) The following Trustees must sign or act together to bind the Trust: Tom Raffy, Susan Raffy
- (6) Title to Trust assets is to be taken in the name of Raffy Revocable Trust

(7) Trustees hereby certify that the Trust has not been revoked, modified or amended in any manner which would cause the representations contained in this Certification of Trust to be incorrect and this Certification of Trust is being signed by all of the currently acting Trustees of the Trust or a Trustee authorized to act alone. Trustees acknowledge and agree that the City may require Trustees to provide copies of excerpts from the trust instrument and amendments which designate the Trustees the power to act in these transactions, and that the City may require such further identification or legal opinion supporting the Trustees' authority and power as the City shall deem necessary and prudent. The City shall have no responsibility to know or interpret the terms of the Trust instrument and to confirm the appointment of the successor trustees.

TRUSTEES FURTHER CERTIFY THAT the persons named above are duly authorized to act on behalf of the Trust in the manner described above; that I am familiar with the purpose of the (i.e. Lease Agreement) Covenant 3 agreement; that said transaction is to be used for a legitimate trust purpose and for the benefit of the Trust and its beneficiaries; and, that the certifications set forth herein shall remain in full force and effect until written notice of their revocation shall have been delivered to and received by the City. Any such notice shall not affect any of the Trust's agreements or commitments in effect at the time notice is given.

I/We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I/we have received a copy of this document.

Date: 9/5/00

Trustee: [Signature] Russel
(Signature)

Date: 9/5/00

Trustee: Tom Raffy, Trustee
(Print name)
Trustee: [Signature] Susan N. Raffy
(Signature)



CERTIFICATE OF TRUSTEE

THE UNDERSIGNED HEREBY CERTIFY THAT:

The persons named below ("Trustees") have been duly appointed as Trustees of the trust (the "Trust") created pursuant to the following described trust agreement: The Constantino Noval Trust, dated: 2-2-89

This Certification of Trust is given by each of the Trustees voluntarily pursuant to Section 18100.5 of the California Probate Code and under penalty of perjury, intending that the facts set forth herein be relied upon by the City of Riverside ("City") as true and correct.

- (1) The Trust is in existence as of this date and evidenced by a Trust instrument executed on 2-2-89
(2) The names of the currently acting Trustees are: Constantino Noval
(3) The powers of the Trustees include the power to do, or perform, all of the acts and things on behalf of the Trust set forth in the (i.e. Lease Agreement) Covenant agreement
(4) The Trust is revocable: YES NO If yes, the names of the persons holding any power to revoke the Trust are: Constantino Noval
(5) Execution: (fill in the applicable execution requirement):
a) The following Trustee, acting alone, can sign or act to bind the Trust: Constantino Noval
b) The following Trustees must sign or act together to bind the Trust: _____
(6) Title to Trust assets is to be taken in the name of The Constantino Noval Trust

(7) Trustees hereby certify that the Trust has not been revoked, modified or amended in any manner which would cause the representations contained in this Certification of Trust to be incorrect and this Certification of Trust is being signed by all of the currently acting Trustees of the Trust or a Trustee authorized to act alone. Trustees acknowledge and agree that the City may require Trustees to provide copies of excerpts from the trust instrument and amendments which designate the Trustees the power to act in these transactions, and that the City may require such further identification or legal opinion supporting the Trustees' authority and power as the City shall deem necessary and prudent. The City shall have no responsibility to know or interpret the terms of the Trust instrument and to confirm the appointment of the successor trustees.

TRUSTEES FURTHER CERTIFY THAT the persons named above are duly authorized to act on behalf of the Trust in the manner described above; that I am familiar with the purpose of the (i.e. Lease Agreement) Covenant agreement; that said transaction is to be used for a legitimate trust purpose and for the benefit of the Trust and its beneficiaries; and, that the certifications set forth herein shall remain in full force and effect until written notice of their revocation shall have been delivered to and received by the City. Any such notice shall not affect any of the Trust's agreements or commitments in effect at the time notice is given.

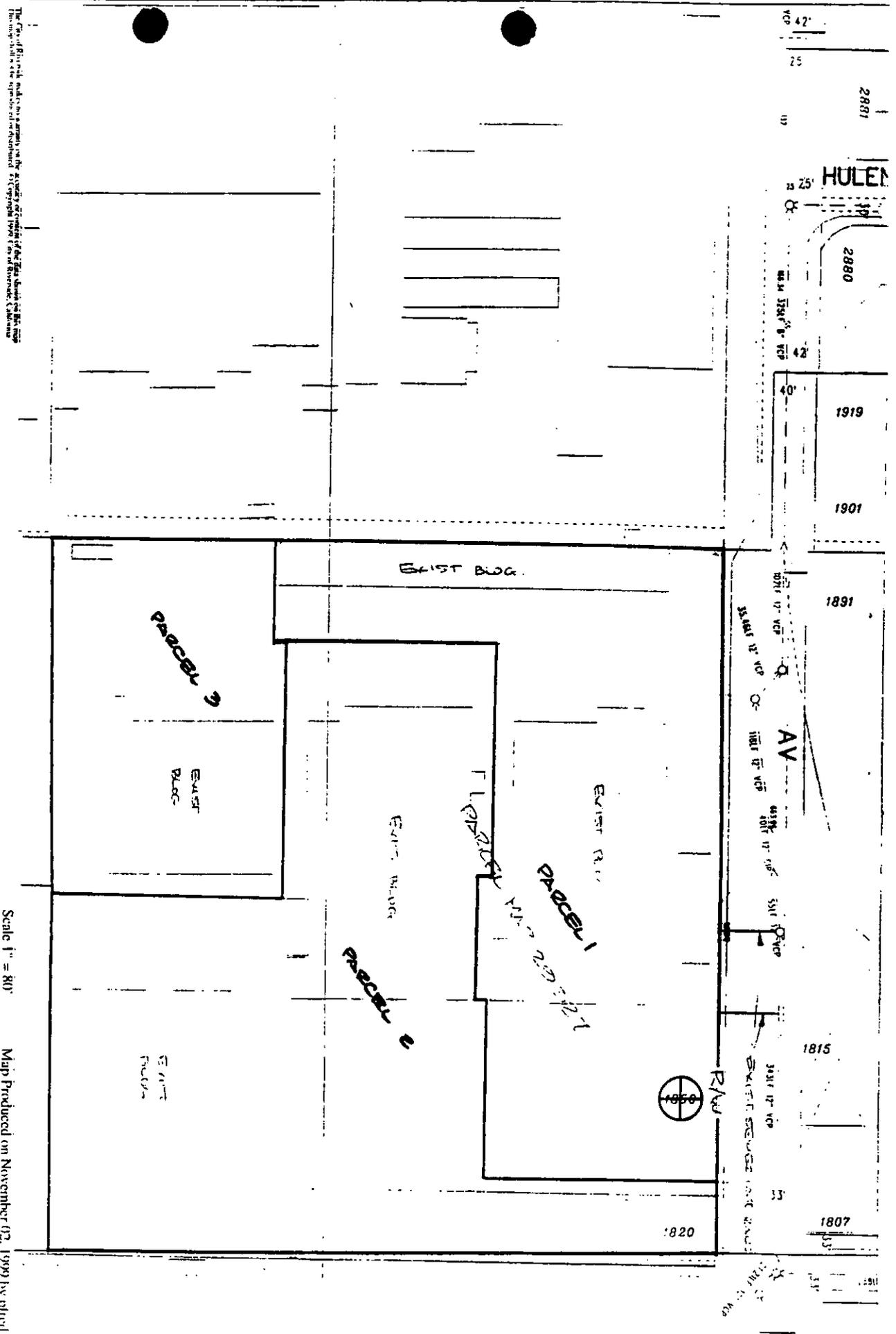
I/We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I/we have received a copy of this document.

Date: 9/5/00

Trustee: Constantino Noval TRUSTEE (Signature)
CONSTANTINO NOVAL (Print name)

Date: _____

Trustee: _____ (Signature)



The City of Phoenix, under no authority, in the absence of a formal title, and in the absence of a title insurance policy, is not responsible for the accuracy of the information provided on this map.

Scale 1" = 80'

Map Produced on November 02, 1999 by Pined

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