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WHEN RECORDED MAIL TO:

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

Project: PM-29527
1820 - 1850 Massachusetts Avenue
Riverside, CA

DOC # 2001-063398

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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**COVENANT AND AGREEMENT ESTABLISHING EASEMENTS
FOR MUTUAL INGRESS, EGRESS, PARKING, SEWER AND UTILITIES**

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

D. As a condition of approval of Case No. PM-29527, the Parties are required to record

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

CIA 704

a covenant and agreement establishing easements for utilities and sewer laterals, as well as for mutual ingress, egress and parking.

E. The parties are willing to record a covenant and agreement establishing easements for utilities and sewer laterals, as well as for mutual ingress, egress and parking.

NOW, THEREFORE, incorporating the above recitals, the parties hereto mutually agree as follows:

1. Grant of Easements by First Party. FIRST PARTY hereby grants to SECOND PARTY and the heirs, successors and assigns of SECOND PARTY, the following easement rights:

a. A permanent, nonexclusive easement for mutual ingress, egress and parking on, over, under and across all those portions of Parcels 1 and 3 of Parcel Map 29527 as shown by map on file in Book 198 of Parcel Maps, pages 57 through 59 thereof, Records of Riverside County, California, except those portions presently developed with permanent buildings, as depicted in Exhibit A, for the use and benefit of and as an easement appurtenant to Parcel 2 of Parcel Map 29527 as shown by map on file in Book 198 of Parcel Maps, pages 57 through 59 thereof, Records of Riverside County, California;

b. A permanent, nonexclusive easement for utilities and sewer purposes on, over, under and across all that portion of Parcels 1 and 3 of Parcel Map 29527 as shown by map on file in Book 198 of Parcel Maps, pages 57 through 59 thereof, Records of Riverside County, California, except those portions presently developed with permanent buildings, as depicted in Exhibit A, for the use and benefit of and as an easement appurtenant to Parcel 2 of Parcel Map 29527 as shown by map on file in Book 198 of Parcel Maps, pages 57 through 59 thereof, Records of Riverside County, California;

2. Grant of Easement by Second Party. SECOND PARTY hereby grants to FIRST PARTY and the heirs, successors and assigns of FIRST PARTY, the following easement rights:

a. A permanent, nonexclusive easement for mutual ingress, egress and parking on, over, under and across all those portions of Parcel 2 of Parcel Map 29527 as shown by map on file in Book 198 of Parcel Maps, pages 57 through 59 thereof, Records of Riverside County, California, except those portions presently developed with permanent buildings, as depicted in Exhibit A, for the use and benefit of and as an easement appurtenant to Parcels 1 and 3 of Parcel Map 29527 as shown by map on file in Book 198 of Parcel Maps, pages 57 through 59 thereof, Records of Riverside County, California;

DESCRIPTION APPROVAL 8/4/08
Walter R. Jones by
SURVEYOR, CITY OF RIVERSIDE



b. A permanent, nonexclusive easement for utilities and sewer purposes on, over, under and across all those portions of Parcel 2 of Parcel Map 29527 as shown by map on file in Book 198 of Parcel Maps, pages 57 through 59 thereof, Records of Riverside County, California, except those portions presently developed with permanent buildings, as depicted in Exhibit A, for the use and benefit of and as an easement appurtenant to Parcels 1 and 3 of Parcel Map 29527 as shown by map on file in Book 198 of Parcel Maps, pages 57 through 59 thereof, Records of Riverside County, California;

3. Prohibition of Interference. No walls, fences, barriers of any kind shall be constructed or maintained on the easement area, or any portion thereof, by the Parties or any other successor-in-interest, tenant or person which shall prevent or impair the use or exercise of any of the easements established herein, or the free access and movement, including without limitation, of pedestrians and vehicular traffic between the above-described parcels.

4. Reservation of Easements Upon Transfer. In the event the Parties, or any one of them, shall sell, convey, lease, or otherwise transfer any interest in any of the portions of the Property, as such portion is conveyed, the conveying Party shall reserve any portion of the above-described easements location on the portion to be conveyed and/or shall grant any applicable interests in the above-described easements located upon the Property retained in ownership.

5. No Gift or Dedication Effected. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the easement to the general public or for the general public or for any public purposes whatsoever, it being the intention of Parties that this document shall be strictly limited to and for the purposes herein expressed.

6. No Merger. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the parcel described herein, or any parts thereof, is or may become vested in one party or entity.

7. Successors. This Covenant and Agreement shall run with the land and shall be binding upon and inure to the benefit of FIRST PARTY and SECOND PARTY, their heirs, successors and assigns with respect to the subject parcels, without any rights herein being deemed personal to any of them. Any person who now or hereafter owns or acquires any right, title or interest in or to any parcel 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 been granted and be subject to each of the applicable easements described herein, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in Property.

8. Enforcement. The terms of this Covenant and Agreement may be enforced by the City of Riverside, its successors or assigns, and by any successors in interest, lessee or tenant of any portion of the Property. The prevailing party in action to enforce any of the terms of this Covenant



and Agreement shall be entitled to costs of suit including reasonable attorneys' fees.

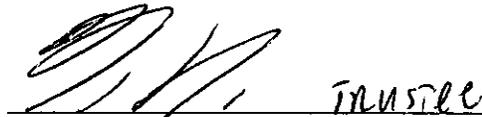
9. Modification or Termination. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the City of Riverside.

IN WITNESS WHEREOF, the parties hereto have executed this Reciprocal Access Easement Agreement on the date first written above.

FIRST PARTY:


CONSTANTINO NOVAL
Trustee of the Constantino Noval Trust Dated
February 2, 1989

SECOND PARTY:

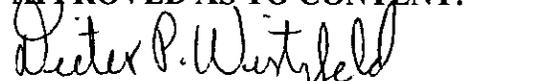

TOM RAFFY
Trustee of the Raffy Revocable Trust
Established 7-16-96


SUSAN N. RAFFY
Trustee of the Raffy Revocable Trust
Established 7-16-96

APPROVED AS TO CONTENT:


Planning Department

APPROVED AS TO CONTENT:


Public Utilities Department 



APPROVED AS TO CONTENT:



Public Works Department

APPROVED AS TO FORM:



Deputy City Attorney



STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On Sept. 5, 2000, before me, Angela R. Murray, 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 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.



Angela R. Murray
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On Sept. 5, 2000, before me, Angela R. Murray, the undersigned, a notary public in and for said State, personally appeared Tom Raffy, Trustee and Susan N Raffy Trustee ~~Trustee~~ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/ 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.



Angela R. Murray
Notary Public



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 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 N. 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 N. 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 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: [Signature], Trustee (Signature)

Date: 9/5/00

Trustee: Tom Raffy, Trustee (Print name)
Susan N. Raffy (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 : CONSTANTINO NOVAL TRUST, dated: 22-89

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 22-89

(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 AND 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 (Signature)
CONSTANTINO NOVAL (Print name)

Date: _____

Trustee: _____ (Signature)



