

WHEN RECORDED MAIL TO:

RECORDING REQUESTED BY:

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

Project: 11500 Arlington Avenue
Riverside, California
APN No. 153-240-018
153-250-011
153-240-011

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
Fee (Government Code §6103)

FOR RECORDER'S USE ONLY

**COVENANT AND AGREEMENT
FOR PAYMENT FOR WATER SERVICE FOR IRRIGATION USE**

THIS COVENANT AND AGREEMENT FOR PAYMENT FOR WATER SERVICE FOR IRRIGATION USE ("Covenant") is made and entered into this _____ day of _____, 2019, by SCI CALIFORNIA FUNERAL SERVICES, INC., a California Corporation, ("Owner") with reference to the following facts:

A. Owner is the fee owner of property located at 11500 Arlington Avenue, Riverside, California, ("Property"), also described in Exhibit "A".

B. The Property is located within the City of Riverside ("City") water service territory and is currently used as a cemetery and for no other purpose. The Property had been receiving water service from the City of Norco. The City of Norco is no longer able to provide water service and Owner has filed an application with the City for water service.

C. Owner has requested that the City allow connection fees for such water service to be paid over a six year period, in monthly installments, and the City is in agreement with such request.

NOW, THEREFORE, in consideration of the foregoing, Owner covenants and agrees as follows:

1. Water Service for Irrigation Use. Owner agrees to receive water service from Riverside at the Property from City's existing water main at 11500 Arlington Avenue for irrigation uses only all in accordance with City's Water Utility Rules and Rates as amended from time to time.

2. Payment of Fees and Charges for Water Service for Irrigation Use. Owner agrees to pay to City the total Water System Fees and Charges as defined per Water Rules 10 and 11 in the amount of two hundred thirty-nine thousand nine hundred eighty-four dollars and no cents (\$239,984.00) (Total Fees) in seventy-one (71) equal monthly payments of three thousand three hundred thirty-three dollars and eleven cents (\$3,333.11) and a final seventy-second (72) payment in the amount of three thousand three hundred thirty-three dollars and nineteen cents (\$3,333.19) as a condition for receiving water service for irrigation uses from the City. At the Owner's discretion, the Owner may elect to make additional payments with no early pay off penalty. If Owner fails to pay the Total Fees, Owner agrees that City may terminate Owner's Water Service connection, in accord with Water Utility Rules and Rates. The first payment shall be due thirty days following the date of recordation of this agreement.

3. Representations and Warranties to City. In consideration for City's agreement to provide Water Service for Irrigation Uses to the Property, Owner represents and warrants to City as follows:

3.1 As of the date of this Covenant, Owner is the sole owner of the Property and no other consents to the making of this Covenant are required in order to bind Owner and Owner's successors, heirs and assigns to the terms and conditions of this Covenant.

3.2 The making of this Covenant does not cause Owner to violate or breach any covenants, conditions, restrictions, or rights of any third parties relating to the Property.

4. 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 to have consented and agreed to every covenant, condition, restriction and easement contained herein, whether or not any reference to this Covenant is contained in the instrument by which such person acquired such right, title or interest in the Property.

5. Covenant Running with Land. This Covenant shall run with the land and shall be binding upon Owner and Owner's successors, heirs and assigns, and shall continue in effect until such time as it is released by the Public Utilities General Manager of the City of Riverside by notice duly recorded. Any reference to Owner in this Covenant shall mean Owner making this Covenant and any such successors, heirs and assigns.

6. Venue; Choice of Law. Any action at law or in equity brought for the purpose of enforcing a right provided for by this Application shall be tried in a court of competent jurisdiction in the

County of Riverside, California. This Covenant shall be governed by and construed in accordance with the laws of the state of California.

7. Enforcement by City. The terms of this agreement may be enforced by the City, its successors and assigns.

8. Default/Termination of Water Service. If Owner fails to timely make a payment required under Section 2, herein, or uses the water service for a purpose other than irrigation uses, then the City may terminate water service immediately and require that full payment be made of all charges required under Section 2 before water service will be restored.

9. Quitclaim of Covenant and Agreement for Water Service Connection for Irrigation Uses. Upon payment in full of Total Fees outlined in Section 2 of this agreement, this Covenant and Agreement may be quitclaimed upon the Owner's request by the City.

10. Notices. All notices required or permitted under this Covenant shall be deemed delivered upon deposit in the United States Mail, First Class, postage prepaid and addressed as follows:

To City

Public Utilities Department
Attn: Assistant General Manager/Water
3750 University Ave, 3rd Fl
Riverside, CA 92501

To Owner

Pierce Brothers Crestlawn Memorial Park and
Mortuary
General Manager
11500 Arlington Ave.
Riverside, CA 92505

With a Copy To:

SCI Shared Resources, LLC
General Counsel
1929 Alan Parkway
Huston, TX 77019

The foregoing addresses shall be legally sufficient for all notice purposes until written notice changing the address for notices under this Agreement has been delivered to all other parties pursuant to the provisions of this section.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, Owner has caused this Covenant and Agreement for Water Service for Irrigation Use to be made and executed the day and year first written above.

SCI California Funeral Services, Inc



Name



Title

Name

Title

APPROVED AS TO CONTENT:

City Manager

Attest:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

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17-1022 SDW 06/29/17

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CA

County of LOS ANGELES } ss

On 04/16/2019, before me, KENTON CHARLES WOODS, personally appeared who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Signature

