

RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN TO:
City of Corona
400 S. Vicentia Ave
Corona, California 92882
Attn: City Clerk (CUD)

Fee Exempt - Gov't Code §27383

APN: 116-151-011

(Space above for Recorder's Use)

**CITY OF CORONA
NEW WATER SERVICE FEE AGREEMENT
(RESIDENTIAL USER)**

This New Water Service Fee Agreement (“Agreement”) is made and entered into this ____ day of October, 2023, (“Effective Date”) by and between the City of Corona, a California municipal corporation (“City”), and Celia Godsey, (“Owner”). All parties are at times referred to collectively as “Parties” and individually as “Party” herein.

RECITALS

WHEREAS, the City imposes several types of fees in relation to connection of new customers to the City’s potable water system, comprised of a new service setup fee, meter and service installation fee, and development fee for water system improvements (collectively, the “New Water Service Fees”); and

WHEREAS, pursuant to Section 13.14.050, the New Water Service Fees are ordinarily due in full prior to the commencement of water service but Section 13.14.060 of the Corona Municipal Code allows for New Water Service Fees to be paid over time in certain circumstances; and

WHEREAS, Owner owns real property located at 3702 Howe Street, Corona, California (“Property”), which is currently served by a private water well system; and

WHEREAS, Owner wishes to obtain water services from the City ; and

WHEREAS, it is to the benefit of the Owner that the Owner pay the New Water Service Fees over time in installments; and

WHEREAS, the City is willing to allow Owner to pay the New Water Service Fees in monthly installments per the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties agree as follows:

1. **Incorporation of Recitals.** The Parties acknowledge that the above recitals are true and correct, and incorporate those recitals by reference into this Agreement.

2. **Property Location.** The Property is located at 3702 Howe Street, Corona, California and more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All references to the Property in this Agreement shall include the parcel or parcels of real property upon which the Property is situated.

3. New **Water Service Fee.** The Owner shall pay the New Water Service Fees required by the City for the requested 3/4-inch service to the Property, consisting of ten thousand six hundred eighty dollars and sixty-eight cents (\$10,680.68) plus interest at the rate of six percent (6%) in the sum of three thousand five hundred forty-eight dollars and sixty-one cents (\$3,548.61), for a total sum of fourteen thousand two hundred twenty-nine dollars and twenty-nine cents (\$14,229.29). This amount shall be paid in monthly payments of one hundred eighteen dollars and fifty-eight cents (\$118.58) for a duration of one hundred twenty (120) months.

4. **Monthly Fee Installment Schedule.** Owner agrees that the New Water Service Fee, plus interest, in the monthly amount of one hundred eighteen dollars and fifty-eight cents (\$118.58), shall be collected as a City of Corona Billing Invoice sent by the City of Corona Finance Department to commence September 30, 2023, except to the extent that payment becomes due sooner pursuant to Paragraph 12 herein. Owner further agrees and acknowledges that in addition to the City’s right to discontinue water service for non-payment of the New Water Service Fee, the City may take such other measures as it deems necessary to collect the fee in the event of non-payment, including tendering the debt to a collection agency and/or initiating legal action for collection.

5. **Non-Transferable.** Owner understands and agrees that the connection rights supplied by the City are not transferable and that these rights shall remain with the Property, and that neither Owner, or any other person or party shall be entitled to a refund of any amounts paid under this Agreement, for any reason.

6. **Discontinuation of Water Service.** Owner agrees that City shall reserve the right to discontinue water service to the Property, if any monthly payment of the New Water Service Fee installment is not timely made in accordance with Paragraph 4 of this Agreement. City shall have the right to completely discontinue water service to the Property until the unpaid balance of the total amount specified in Paragraph 3 has been paid, and shall not be required to provide limited service according to a pro rata formula. Furthermore, if Owner requests to discontinue water service, Owner agrees to continue paying the monthly installment payments of the New Water Service Fee pursuant to Section 4 of this Agreement. Owner expressly waives

any and all rights it may have under any uniform codes (including, but not limited to, the California Building Code), or under any other applicable law(s), to receive water service, except in compliance with this Agreement.

7. **Monthly Water Rates and Ready to Serve Charge.** Owner understands Monthly Water Rates and Ready to Serve Charges are separate fees from the New Water Service Fee and shall be paid to the Corona Utilities Department as set forth in the City's applicable Rules and Regulations as established pursuant to Chapter 13.14 of the Corona Municipal Code.

8. **Contractual Lien.** Owner further agrees for itself, its heirs, successors and assigns, that effective upon the execution of this Agreement, City shall have a lien upon the Property to guarantee the full and timely performance by Owner of its obligations under this Agreement. The lien upon the Property shall be in an amount equal to the unpaid portion of the New Water Service Fee, plus any costs incurred by the City to enforce this Agreement. Such lien may be enforced in the manner provided by law. This lien is in addition to any rights or remedies which the City may have which may arise by operation of any applicable law, including, without implied limitation, the Corona Municipal Code. The lien created pursuant to this Agreement shall occupy a priority position against the Property senior to all other non-statutory monetary liens and encumbrances against the Property, except to the extent that Owner lacks the right to grant the lien priority over other liens and encumbrances against the Property existing as of the date of this Agreement.

9. **Recordation and Enforcement.** City may record this Agreement in the official records of the County of Riverside, and may take such action in law, equity, or otherwise, as City deems necessary to enforce the provisions of this Agreement, including but not limited to actions for injunctive relief. This Agreement shall run with the land. The obligations of and the lien created by this Agreement shall run with the Property, and the requirements imposed by this Agreement shall bind the heirs, successors and assigns of Owner as owner of the Property until satisfied in full.

10. **Attorneys' Fees.** If any legal action, or any arbitration or other proceeding is initiated for the enforcement of this Agreement or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

11. **Indemnity.** Owner shall indemnify, defend and hold harmless City, its elected officials, board members, officers, agents, employees and authorized volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including, without limitation, court costs, reasonable attorneys' fees, and expert witness fees, arising out of, in connection with or in any way related to the negligence or misconduct of Owner relating to this Agreement, including but not limited to any breach of this Agreement by Owner, and including, without limitation, all costs of collection, including attorneys' fees and all costs of suit, in the event any payment required under this Agreement is not made when due.

12. **Term.** This Agreement shall be in full force and effect from the Effective Date and shall continue in full force and effect until Owner has paid all money due to City, as specified in Paragraphs 3, 4 and 12 of this Agreement.

13. **Events of Default.** Upon the occurrence of any of the events listed below, an “Event of Default” shall be deemed to have occurred and City may, at City’s option, without prior notice, (i) declare the then-unpaid principal amount of the New Water Service Fee, plus any accrued interest (collectively, the “Payment Amount”) to be immediately due and payable, and the same shall immediately become due and payable; and (ii) exercise all rights and remedies provided in this Agreement:

13.1 Owner shall fail to make any payment under this Agreement when due or within ten (10) days following written notice of such failure from City; or

13.2 There shall occur any breach of this Agreement by Owner; or

13.3 Owner shall (i) become insolvent or unable to pay Owner’s debts generally as they mature, (ii) make a general assignment for the benefit of creditors, (iii) admit in writing Owner’s inability to pay Owner’s debts generally as they mature, (iv) file or have filed against it a petition in bankruptcy or a petition or answer seeking a reorganization, arrangement with creditors or other similar relief under the Federal bankruptcy laws or under any other applicable law of the United States of America or any state thereof, or (v) consent to the appointment of a trustee or receiver for it or for a substantial part of Owner’s property; or

13.4 Any order, judgment or decree shall be entered appointing, without Owner’s consent, a trustee or receiver for it or for a substantial part of Owner’s property that is not removed within sixty (60) days from such entry; or

13.5 A judgment against Owner for the payment of money totaling in excess of \$10,000 shall be outstanding for a period of sixty (60) days without a stay of execution thereof; or

13.6 The holder of any senior or junior encumbrance on the personal property collateral encumbered by this Agreement shall institute foreclosure or other proceedings for the enforcement of its remedies thereunder; or

13.7 Owner permits or suffers Owner’s leasehold or other interest in the Property to be divested, sold, transferred, terminated or otherwise conveyed, whether voluntarily or involuntarily. This provision shall apply to each and every sale, transfer or conveyance, regardless of whether or not City has consented to, or waived, City’s right hereunder, whether by action or nonaction, in connection with any previous sale, transfer, or conveyance, whether one or more.

Notwithstanding the above, in the event of an actual or deemed entry of an order for relief with respect to Owner under the United States Bankruptcy Code, this Agreement and all interest and other amounts due hereon shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby

expressly waived by Owner. City may exercise its option to accelerate after any Event of Default, regardless of any prior forbearance.

14. **Entire Agreement.** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

15. **Modification.** This Agreement may be modified only in writing, signed by both parties.

16. **Notice.** Written notice, whenever required by this Agreement, shall become effective upon personal service or deposit in the United States mail, postage prepaid, addressed to the following:

CITY:
Attn: Tom Moody
Director of Utilities
City of Corona
755 Public Safety Way
Corona, CA 92880

OWNER:
Celia Godsey
3702 Howe Street
Corona, CA 92881

16. **Venue.** This Agreement shall be interpreted according to the laws of the State of California. Venue shall be in Riverside County, California.

17. **Counterparts.** This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one original.

18. **Corona Utility Authority.** Owner understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority ('CUA') for the maintenance, management and operation of those utility systems (collectively, the 'CUA Management Agreements'). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, the following provisions shall apply: (1) City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s); and (2) Owner has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Owner shall remain fully obligated to perform under this Agreement on behalf of the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

In recognition of the foregoing, the parties hereto have executed this New Water Service Fee Agreement the day and year first stated above.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO
CITY OF CORONA
NEW WATER SERVICE FEE AGREEMENT
(RESIDENTIAL USER –3702 HOWE STREET)
WITH CELIA GODSEY

CITY OF CORONA

By: DocuSigned by:
Tom Moody
D519EFD915CF45C...

Tom Moody
Director of Utilities

Approved as to Form:

By: _____
Dean Derleth
City Attorney

CELIA GODSEY an unmarried woman

By: DocuSigned by:
Celia Godsey
4154038F5EC744B...

Celia Godsey
Owner

EXHIBIT "A"
LEGAL DESCRIPTION/DEPICTION OF PROPERTY

[SEE ATTACHED ONE (1) PAGE]

LEGAL DESCRIPTION

LOTS 28, 29 AND 30, BLOCK E, OVERLOOK ADDITION TO CORONA. IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGES 65, 66, AND 67 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

MORE commonly known as: 3702 Howe Street
Corona, CA 92881