



April 17, 2018

City of Rialto
Economic Development Committee
150 S Palm Avenue
Rialto, California 92376
c/o John Dutrey, Project Manager
Gina Gibson-Williams, Planning Manager

Subject: Potential "Right of First Refusal" and Release of Note and Deed of Trust between Gerard J. McNearney, Trustee of Gerard J. McNearney Family Revocable 1981 Trust, Trustor & the City of Rialto, Trustee, dated September 15, 1987, assumed by Pierce Brothers

Committee Members:

SCI California Funeral Services, Inc. is the owner of the former McNearney Family Mortuary at 130 Willow Ave. in Rialto. We have been actively marketing the property for sale since 2008. We are currently under contract with a buyer who intends to demolish the existing improvements and redevelop the property.

Upon receipt of the title commitment, and after subsequent review of our archived documents dating back to the property acquisition by Pierce Brothers, we have encountered a number of title issue of which two involve the City of Rialto. It appears, as a part of the Contract of Sale and Note, the city secured a "Right of First Refusal" on the 50' x 150' Lot, (APN: 0130-211-36) subject to certain conditions at the time of sale. Furthermore, the sale included a Note and Deed of Trust for a loan for \$22,250, (i.e. \$26,250 less \$4,000 cash at closing).

SCI California Funeral Services, Inc. is asking for two things from the City:

- 1) Does the City of Rialto deem that it has a "Right of First Refusal" on the lot and if so, is it interested in purchasing the lot under said right.
- 2) If the City elects not to acquire the lot are they willing and able to prepare the necessary documents to release the old Note and Deed of Trust from the property?

We are hoping the City is not interested in acquiring the lot and is able to determine that the note was paid in full, as we believe it was. Thereby allowing us to proceed with our sale, which will remove the deteriorated building and make way for new development.

SCI SHARED RESOURCES, LLC
1929 ALLEN PARKWAY • P.O. BOX 130548 • HOUSTON, TX 77219-0548 • (713) 525 7380
www.dignitymemorial.com



Please accept this letter as our request to be added to the next available Development Review Committee Meeting or advise if there is a more appropriate venue to submit our request. If you have any questions, please call me at 713-525-7380.

Sincerely,



Dann C. Narveson
Director, Real Estate
SCI Shared Resources, LLC

Attachments: Contract of Sale and Note – 7/21/87
Short form Deed of Trust & Assignment of Rents -9/15/1987
Grant Deed to Pierce Brothers, a California corporation – 8/1/1988
Corporation Deed of Trust and Assignment of Rents 8/1/1988
Letter from City of Rialto – 8/4/1988
Merger Documents from Pierce Brothers to SCI California Funeral Services, Inc.

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CONTRACT OF SALE AND NOTE

(Secured by Deed of Trust)

The City of Rialto, a municipal corporation, herein called "Seller," agrees to sell to Gerard McNearney, of San Bernardino County, California, herein called "Buyer," and buyer agrees to purchase from seller the real property, herein called "said property" in the City of Rialto, County of San Bernardino, California. Although not a separate parcel, if subdivided said property would be described as follows:

The north 50' of the east portion of the east 1/2 of Lot 95 (excepting the east 150'), recorded in Mapbook 4, Page 11, Records of San Bernardino County.

on the following terms and conditions:

ARTICLE 1. PURCHASE PRICE

Section 1.01. The purchase price for said property shall be \$26,250.00 (\$3.50 per square foot). The terms of payment shall be as follows:

- (a) The sum of \$4,000.00 due and payable on August 1, 1987;
- (b) The balance of the purchase price shall bear interest at the rate of ten percent (10%) per annum and shall be payable in monthly installments of principal and interest of \$400.00 or more commencing September 1, 1987 and shall be secured by a Deed of Trust on said property;
- (c) Said monthly payments shall continue for a period of sixty (60) months of which \$5,633.29 shall be applied to principal and interest shall

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(d) The payments as set forth herein shall be secured by a deed of trust on said property in favor of seller.

ARTICLE 2. TITLE TO PROPERTY

Section 2.01. Title to said property shall vest in seller upon the close of escrow as herein provided.

ARTICLE 3. NOTICE OF EASEMENTS OF RECORD

Section 3.01. The parties to this Agreement hereby acknowledge notice of any easements of record on said property.

ARTICLE 4. ESCROW

Section 4.01. An escrow shall be opened to consummate the sale of said property pursuant to this Contract at any reliable escrow company agreed to between buyer and seller.

Section 4.02 The close of such escrow and buyer's obligation to purchase said property pursuant to this Contract are conditioned on:

(a) The conveyance to buyer of good and marketable title to said property, as evidenced by a standard form CTLA title insurance policy in the full amount of the purchase price, subject to only such liens, encumbrances, clouds or conditions as may be approved in writing by buyer.

(b) Delivery of possession of said property to buyer immediately upon the close of escrow free and clear of all uses and occupancies except

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RECEIVED AUG 11 1988

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(b) Delivery of possession of said property to buyer immediately upon the close of escrow free and clear of all uses and occupancies except

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as buyer may waive in writing.

Section 4.03 The expenses of escrow and all closing costs shall be paid by buyer.

ARTICLE 5. RIGHT OF FIRST REFUSAL

~~Section 5.01 In the event that buyer desires to sell said property at some future date for other than mortuary purposes, buyer agrees to give seller the right of first refusal to purchase said property.~~

ARTICLE 6. MISCELLANEOUS

Section 6.01. Any and all notices or other communications required or permitted by this Contract or by law to be served on or given to either party hereto, buyer or seller, by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to any of the parties, buyer or seller, to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to buyer at 130 South Willow Avenue, Rialto, California 92376, or to seller at 150 South Palm Avenue, Rialto, California 92376. Either party, buyer or seller, may change his address for the purposes of this section by giving written notice of such change to the other party in the manner provided in this section.

Section 6.02. Should any litigation be commenced between the

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granted, to a reasonable sum as and for his attorney's fees in such litigation which shall be determined by the court in such litigation.

Section 6.03. This instrument contains the entire agreement between buyer and seller respecting said property, and any agreement or representation respecting said property or the duties of either buyer or seller in relation thereto not expressly set forth in this instrument is null and void.

EXECUTED on July 21, 1987, at San Bernardino County, California.

SELLER
CITY OF RIALTO


Elvin R. Meek, Mayor

ATTEST:


JOSEPH H. SAMPSON, City Clerk

APPROVED AS TO FORM:


ROBERT G. KOCH, JR., City Attorney

BUYER


C. S. Kearney

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1:

PARCEL NO. A:

THE NORTH 100 FEET OF THE EAST 150 FEET OF THE EAST 1/2 OF FARM LOT 95, TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 95; THENCE WEST ALONG THE NORTH LINE OF SAID LOT, 67 FEET; THENCE SOUTHEASTERLY ALONG CURVED LINE OF 132 FEET RADIUS AND CONCAVE TO THE SOUTH 96.7 FEET TO A POINT IN THE EAST LINE OF SAID LOT 95; THENCE NORTH 67 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE CITY OF RIALTO BY DEED RECORDED JUNE 4, 1964 IN BOOK 6163, PAGE 504, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

PARCEL NO. B:

THE NORTH 100 FEET OF THE WEST 150 FEET OF THE EAST 300 FEET OF THE NORTH 310 FEET OF FARM LOT 95; TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE CITY OF RIALTO BY DEED RECORDED JUNE 4, 1964 IN BOOK 6163, PAGE 504, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

PARCEL 2:

THAT PORTION OF THE EAST 1/2 OF FARM LOT 95 OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISION, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 11, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS THE NORTH 150 FEET OF THE EAST 300 FEET MEASURED FROM THE WEST LINE OF WILLOW AVENUE (60 FEET WIDE).

EXCEPT THE SOUTH 50 FEET OF THE NORTH 150 FEET OF THE EAST 150 FEET OF SAID LOT 95.

ALSO EXCEPTING THE NORTH 100 FEET OF THE NORTH 150 FEET OF THE EAST 300 FEET.

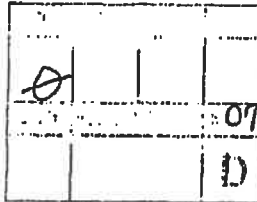
RECORDING REQUESTED BY

CHICAGO TITLE

WHEN RECORDED MAIL TO:

GERARD J. MCNEARNEY
130 S. Willow Avenue
Rialto, California 92376

8713946-18



RECORDED IN
OFFICIAL RECORDS

1987 DEC 21 PM 2:41

SAN BERNARDINO
CO., CALIF.

87-445405

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 15th day of September, 1987, between
Gerard J. McNearney, trustee of the
GERARD J. MCNEARNEY FAMILY REVOCABLE 1981 TRUST, dated September 1, 1981

herein called TRUSTOR, whose address is
and CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called Trustee, and
THE CITY OF RIALTO, a municipal Corporation

herein called BENEFICIARY.
Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH
POWER OF SALE, that property in San Bernardino County, California, described as:

That portion of the East 1/2 of Farm Lot 95 of the Town of Rialto and Adjoining
Subdivisions, in the City of Rialto, as per map recorded in Book 4, page 11,
records of San Bernardino, State of California, more particularly described as the
North 150 feet of the East 300 feet measured from the West line of Willow Avenue
(60 feet wide)

EXCEPT the South 50 feet of the North 150 feet of the East 150 feet of said Lot 95.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred
upon Beneficiary by paragraph 10 of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.
For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of
the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of
\$ 22,250.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner
of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.
To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured here-
by, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded under date, in the book and at the page of Official Records
in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

County	Recording Date	Inst. No.	Book	Page	County	Recording Date	Inst. No.	Book	Page
Kern	6-20-68	30035	4162	480	Santa Barbara	6-20-68	16024	2232	955
Los Angeles	1-12-67	1159	7-5220	910	San Diego	1-12-67-Series B	8	1967	5000
Orange	1-12-67	6276	8151	422	San Luis Obispo	6-20-68	9567	1476	459
Riverside	1-12-67	3020			Ventura	1-12-67	1498	3092	378
San Bernardino	1-12-67	453	6757	41					

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part
hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property,
obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address
hereinbefore set forth. For any statement regarding the obligations secured hereby, Beneficiary
may charge the maximum amount permitted by law at the time of the request therefor.

STATE OF CALIFORNIA.

COUNTY OF San Bernardino ss.

On December 17, 1987 before me, the under-
signed, a Notary Public in and for said State, personally appeared
GERARD J. MCNEARNEY, trustee

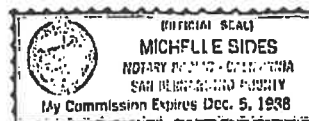
proved to me on the basis of satisfactory evidence to be the per-
son(s) whose name(s) is/are subscribed to the within instrument,
and acknowledged to me that he/she they executed the same.
WITNESS my hand and official seal.

Signature

If executed by a Corporation the Corporation Form of
Acknowledgment must be used.

Signature of Trustor

Gerard J. McNearney, trustee



(This area for official notarial seal)

RECORDING REQUESTED BY

PIERCE BROTHERS

AND WHEN RECORDING MAIL THIS DEED AND UNLESS OTHERWISE SHOWN BELOW MAIL TAX STATEMENT TO:

Name PIERCE BROTHERS
Street Address 10621 Victory Blvd.
City & State North Hollywood, CA 91606

MAIL TAX STATEMENTS TO

Name
Street Address
City & State
Same as above

TITLE ORDER NO.

ESCROW NO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ 237.60

☐ computed on full value of property conveyed, or

☒ computed on full value less value of liens or encumbrances remaining at time of sale.

☐ unincorporated area

☐ city of

AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GERARD J. MCNEARNEY and JOANN MCNEARNEY, TRUSTEES of the GERARD J. MCNEARNEY FAMILY 1985 REVOCABLE TRUST DATED SEPTEMBER 1, 1981

hereby GRANT(s) to

PIERCE BROTHERS, a California corporation

the following described real property in the City of Rialto
County of San Bernardino, State of California:

(SEE EXHIBIT "A", LEGAL DESCRIPTION OF SUBJECT PROPERTY)

Dated

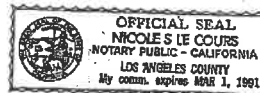
STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.
On this 1st day of August, in the year 1988,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Gerard J. McNearney and
Joann McNearney

, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the
person s whose name s are subscribed to the within
instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.

Signature Nicole S. Le Cours
NOTARY PUBLIC IN AND FOR SAID STATE

Gerard J. McNearney, Trustee
Joann McNearney, Trustee



(This area for official notarial seal)

EXHIBIT "A"

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ALSO EXCEPTING THE NORTH 100 FEET OF THE NORTH 150 FEET OF THE EAST 300 FEET.

RECORDING REQUESTED BY

GERARD J. MCNEARNEY

AND WHEN RECORDED MAIL TO

NAME Mr. and Mrs. Gerard J. McNearney
ADDRESS 130 South Willow Avenue
CITY & STATE Rialto, California 92376
ZIP

Title Order No. _____ Record No. _____

SPACE ABOVE THIS LINE FOR RECORDERS USE

CORPORATION DEED OF TRUST AND ASSIGNMENT OF RENTS

BY THIS DEED OF TRUST, made this 1st day of August, 1988, between

PIERCE BROTHERS, a California corporation, herein called Trustor, whose address is
10621 Victory Boulevard North Hollywood California 91606
(number and street) (city) (state) (zip)
and SAFECO TITLE INSURANCE COMPANY, a California corporation, herein called Trustee, and

GERARD J. MCNEARNEY and JOANN MCNEARNEY, Trustees of the GERARD J. MCNEARNEY FAMILY
1981 REVOCABLE TRUST DATED SEPTEMBER 1, 1981

herein called Beneficiary,
Trustor grants, transfers, and assigns to trustee, in trust, with power of sale, that property in
the City of Rialto, San Bernardino County, California, described as:

(SEE EXHIBIT "A", LEGAL DESCRIPTION OF SUBJECT PROPERTY)

Trustor also assigns to Beneficiary all rents, issues and profits of said realty reserving the right to collect and use the same except during continuance of default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For purpose of securing:

(1) Payment of the indebtedness evidenced by one promissory note in the principal sum of \$ 216,000.00 of even date herewith, payable to Beneficiary, and any extensions or renewals thereof; (2) the payment of any money that may be advanced by the Beneficiary to Trustor, or his successors, with interest thereon, evidenced by additional notes (indicating they are secured) or by endorsement on the original note, executed by Trustor or his successor; (3) performance of each agreement of Trustor incorporated by reference or contained herein.

On October 25, 1973, identical fictitious Deeds of Trust were recorded in the offices of the County Recorders of the Counties of the State of California, the first page thereof appearing in the book and at the page of the records of the respective County Recorder as follows:

COUNTY	Book	Page	COUNTY	Book	Page	COUNTY	Book	Page	COUNTY	Book	Page
Alameda	3540	89	Kings	1919	394	Placer	1828	440	Shastisou	697	407
Alpine	18	753	Lake	743	582	Plumas	227	443	Solano	1880	581
Amador	250	243	Lassen	271	387	Riverside	1973	138405	Sonoma	2810	578
Butte	1870	678	Los Angeles	73612	751	Sacramento	731025	59	Stanislaus	2587	332
Calaveras	365	92	Madera	1176	324	San Benito	396	94	Sutter	817	182
Colusa	409	347	Marin	2736	489	San Bernardino	8294	877	Tehama	630	622
Contra Costa	7077	178	Mariposa	149	717	San Francisco	8620	585	Trinity	181	323
Del Norte	174	925	Mendocino	942	242	San Joaquin	3819	6	Tulare	3137	587
El Dorado	1229	594	Merced	1949	361	San Luis Obispo	1780	491	Tuolumne	306	809
Fresno	8227	411	Modoc	225	689	San Mateo	8491	600	Ventura	4182	682
Gleann	585	250	Monro	180	215	Santa Barbara	2488	1244	Yolo	1081	335
Humboldt	1215	31	Monterey	677	243	Santa Clara	0623	713	Yuba	684	163
Inyo	1365	801	Napa	822	86	Santa Cruz	2358	744			
Imperial	205	880	Nevada	865	303	Shasta	1185	293	San Diego	73-229588	
Kern	4809	2351	Orange	10981	398	Sierra	59	439			

The provisions contained in Section A, including paragraphs 1 through 8, and the provisions contained in Section B, including paragraphs 1 through 9 of said fictitious Deeds of Trust are incorporated herein as fully as though set forth at length and in full herein. The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to Trustor at the address hereinabove set forth, being the address designated for the purpose of receiving such notice.

STATE OF CALIFORNIA,

COUNTY OF Los Angeles ss.

On this the 1st day of August, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas R. Johnson

personally known to me or proved to me on the basis of satisfactory evidence to be the

President, and Charles W. Hooper

personally known to me or proved to me on the basis of satisfactory evidence to be the

Secretary of the corporation that executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

PIERCE BROTHERS

By Thomas R. Johnson

By Charles W. Hooper

FOR NOTARY SEAL OR STAMP



(b)



City of Rialto

CALIFORNIA

August 4, 1988

Mr. Gerard McNearney
McNearney Funeral Home
130 South Willow Avenue
Rialto, California 92376

Dear Mr. McNearney:

As you discussed recently with the City Administrator, Gerald Johnson, the City will not object to the new owner of the Funeral Home assuming your payment obligations under the Contract of Sale and Note dated July 21, 1987. However, as a condition of such transfer we will insist that the new owner agree that in the event he desires to sell the property (the 7,500 square foot lot) for other than mortuary purposes, he agrees to give the City the right of first refusal to purchase the property (see Section 5.01 of the present Contract of Sale and Note).

Sincerely,


Raymond E. Farmer
Acting City Administrator

GFJ/REF:b

cc: Mayor and Councilmembers
City Attorney