### SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.30 (ID # 26881)

**MEETING DATE:** 

Tuesday, February 04, 2025

Kimberly A. Rector

Clerk of the Board

FROM: TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION: Approval of the Indemnification Agreement between the County of Riverside and the City of Beaumont for the construction of roadway features located within the jurisdictional boundaries of the County of Riverside. District 5. [\$0 Total Cost]

### **RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Indemnification Agreement between the County of Riverside and the City of Beaumont for the construction of roadway features located within the jurisdictional boundaries of the County of Riverside and authorize the Chairman of the Board to execute the same.

**ACTION:Policy** 

Dennis Acuna, Director of Transportation

### MINUTES OF THE BOARD OF SUPERVISORS

1/29/2025

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Medina, Spiegel, Washington, Perez and Gutierrez

Navs:

None

Absent: Date:

None

February 4, 2025

XC:

Transp.

Page 1 of 2 ID# 26881

### SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Annual Cost
COST	\$0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS	5: N/A		Budget A	djustment: No
			For Fisca	l Year: 24/25

C.E.O. RECOMMENDATION: Approve

### **BACKGROUND:**

### Summary

Around the year 2019, the City of Beaumont acquired various right-of-way dedications within the unincorporated territory of the County of Riverside. The subject right-of-way dedications and subsequent constructed improvements included roadway (Fourth Street & Potrero Blvd), traffic signal, and street lighting improvements. The right-of-way dedications and improvements are related to development conditions imposed by the City of Beaumont.

The County and the City of Beaumont are attempting to work together in good faith to address the City's acceptance of the various right-of-way dedications and subject improvements within the unincorporated territory of the County of Riverside. The County and the City of Beaumont disagree as to whether the City had the authority to accept the offers of dedication and improvements. In continuing this collaborative effort, the County and the City of Beaumont have agreed to move forward with an Indemnification Agreement which establishes specific terms concerning the City's indemnification obligation and maintenance obligation.

The City of Beaumont will be responsible and liable for the maintenance, and all associated costs, of the subject improvements. It is also agreed that the County shall have no liability, responsibility, or obligation whatsoever for the accepted right-of-way dedications and subject improvements.

#### Impact on Residents and Businesses

The constructed improvements provide direct access to residents and businesses in the area.

### **Additional Fiscal Information**

N/A

**ATTACHMENTS:** 

Attachment A: Indemnification Agreement

Jason Farin Principal Policy Analyst 1/30/2025 Aaron Gettis, Chief of Deputs Carnty Counsel 1/29/2025

Page 2 of 2 ID# 26881 3.30

### INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT ("Agreement") is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY") and the CITY OF BEAUMONT, a municipal corporation, ("CITY") relating to the CITY'S indemnification of the COUNTY under the terms set forth herein:

### **RECITALS**

WHEREAS, certain offers of dedication were made and accepted by CITY for that certain real property described in the Irrevocable Right of Way Offers of Dedication and Grant Deeds set forth in Exhibit "A", attached hereto and incorporated herein by this reference ("ACCEPTED PROPERTY"); and,

WHEREAS, the ACCEPTED PROPERTY is located within the unincorporated territory of the County of Riverside; and,

author Count CITY use as to pote

CITY disagree as to whether CITY had the ation within the unincorporated territory of the ein shall be construed as COUNTY accepting

ince of the ACCEPTED PROPERTY and its IC RIGHT OF WAY") exposes the COUNTY ning claims, actions and proceedings and calls

into question who is responsible and liable for the maintenance of the ACCEPTED PROPERTY and PUBLIC RIGHT OF WAY improvements; and,

WHEREAS, the CITY and COUNTY are attempting to work together in good faith to address CITY's acceptance of the ACCEPTED PROPERTY and the consequences thereto, including but not limited to the use of the ACCEPTED PROPERTY as a PUBLIC RIGHT OF WAY, by means of CITY bearing the cost and expense of any and all claims, actions and proceedings brought against COUNTY related to the ACCEPTED PROPERTY and use of the ACCEPTED PROPERTY as a PUBLIC RIGHT OF WAY as well as the responsibility and liability for the maintenance of the ACCEPTED PROPERTY and PUBLIC RIGHT OF WAY improvements; and,

WHEREAS, this Agreement is entered into by the COUNTY and CITY to establish specific terms concerning CITY'S indemnification obligation and maintenance obligation for the ACCEPTED PROPERTY including, but not limited to, the use of the ACCEPTED PROPERTY as a PUBLIC RIGHT OF WAY and the maintenance of the PUBLIC RIGHT OF WAY improvements.

**NOW, THEREFORE**, it is mutually agreed between COUNTY and CITY as follows:

- 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. Indemnification. CITY agrees to indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, officers, employees, agents and representatives (individually and collectively hereinafter referred to as "INDEMNITEES") from and against any and all actions, damages, claims, losses, expenses, costs, obligations and liabilities whatsoever, based or asserted upon or in any way arising out of or relating to, in whole or in part, the ACCEPTED PROPERTY, including but not limited to the use of the ACCEPTED PROPERTY as a PUBLIC RIGHT OF WAY, the maintenance of the ACCEPTED PROPERTY and PUBLIC RIGHT OF WAY improvements, including but not limited to property damage, bodily injury or death or any other element of any kind or nature (including without limitation any associated costs, damages, and expenses and an award of attorneys' fees and costs incurred or arising out of the above-referenced claim, action or proceeding brought against the COUNTY). CITY shall defend the INDEMNITEES at its sole expense and bear all related costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards), in any claim, action or proceeding brought against the INDEMNITEES.
- 3. **Defense Cooperation.** CITY and the COUNTY shall cooperate in all aspects of any claim, action or proceeding subject to this Agreement. It is also understood and agreed that all litigation pleadings are subject to review by COUNTY's Office of County Counsel.
- 4. Representation and Payment for Legal Services Rendered. COUNTY shall have the right to approve or disapprove the counsel retained by CITY to defend INDEMNITEES as required herein. CITY shall pay the attorneys' fees and costs of the legal firm retained by CITY to represent the INDEMNITEES as required herein. Failure by CITY to pay such attorneys' fees and costs may be treated by COUNTY as a default of CITY's obligations under this Agreement.
- 5. Payment for COUNTY's Costs. Payment for COUNTY's costs related to any claim, action or proceeding shall be made on a reimbursable basis. Costs include without limitation any associated costs, fees, damages, and expenses incurred by the COUNTY, including but not limited to, the Office of County Counsel, Riverside County Transportation and Land Management Agency and the Riverside County Clerk of the Board associated with the claim, action or proceeding. COUNTY shall be paid in accordance with an invoice submitted by

COUNTY to CITY on a monthly basis. CITY shall pay the invoice within thirty (30) days from the date of receipt of the invoice.

6. **Notices.** For all purposes herein, notices shall be effective when personally delivered, delivered by commercial overnight delivery service, or sent by certified or registered mail, return receipt requested, to the appropriate address set forth below:

COUNTY:

County of Riverside Attn: Dennis Acuna, Director of Transportation 4080 Lemon Street, 8<sup>th</sup> Floor Riverside, CA 92501 CITY:

City of Beaumont Attn: Elizabeth Gibbs, City Manager 550 E. 6<sup>th</sup> Street Beaumont, CA 92223

7. **Default and Termination**. This Agreement is not subject to termination, except by mutual agreement or as otherwise provided herein. In the event of a default of CITY's obligations under this Agreement, COUNTY shall provide written notification to CITY of such alleged default specifically describing the alleged default and CITY shall have thirty (30) days (ten (10) days for monetary defaults) after receipt of written notification to cure any such alleged default or such longer period of time if a non-monetary default is not capable of being cured within thirty (30) days provided that it is diligently cured thereafter. If CITY fails to cure such alleged default within the specified time period or otherwise reach agreement with the COUNTY on a resolution of the alleged default, COUNTY may, in its sole discretion, take any action it deems necessary, including without limitation, to settle, defend, appeal or to decline to settle or to terminate or forego defense or appeal of any claim, action or proceeding at CITY's sole expense.

In the event of a default of this Agreement, CITY shall remain responsible for any costs and attorney's fees awarded by the Court or as a result of settlement and other expenses incurred by the COUNTY related to the claim, action, proceeding or settlement.

8. Maintenance. CITY shall be responsible and liable for the maintenance of the ACCEPTED PROPERTY and PUBLIC RIGHT OF WAY improvements, including all costs and expense thereof. CITY may fulfill its maintenance obligations hereunder where appropriate by engaging contractors or arranging for private developers to perform such duties; however, CITY shall be liable for the acts or omissions of any said contractors or private developers. CITY shall require any such contractor or private developer to make written application to COUNTY for an encroachment permit prior to performing any work. Both CITY and COUNTY agree, COUNTY shall have no liability, responsibility, or obligation whatsoever for the ACCEPTED PROPERTY and PUBLIC RIGHT OF WAY improvements.

- 9. Non-Exclusive Remedy. The rights and remedies of COUNTY provided for in this Agreement shall not be the exclusive rights or remedies of COUNTY for CITY's acceptance of the ACCEPTED PROPERTY, including but not limited to the use of the ACCEPTED PROPERTY as a PUBLIC RIGHT OF WAY, the maintenance of the ACCEPTED PROPERTY and PUBLIC RIGHT OF WAY improvements, or CITY's default of this Agreement. COUNTY hereby reserves all other rights and remedies, defenses, or causes of action it may have against the CITY, whether in law or equity, for CITY's acceptance of the ACCEPTED PROPERTY, including but not limited to the use of the ACCEPTED PROPERTY as a PUBLIC RIGHT OF WAY, the maintenance of the ACCEPTED PROPERTY and PUBLIC RIGHT OF WAY improvements, or CITY's default of this Agreement.
- 10. Complete Agreement/Governing Law. This Agreement represents the complete understanding between the parties with respect to matters set forth herein. This Agreement shall be construed in accordance with the laws of the State of California.
- 11. **Successors and Assigns**. The obligations specific herein shall be made and are binding on the successors in interest of the CITY, whether the succession is by agreement, by operation of law or by any other means.
- 12. Amendment and Waiver. No modification, waiver, amendment, or discharge of this Agreement shall be valid unless the same is in writing and signed by all parties.
- 13. **Severability**. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 14. *Interpretation*. The parties have been advised by their respective attorneys, or if not represented by an attorney, represent that they had an opportunity to be so represented in the review of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.
- 15. Captions and Headings. The captions and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.
  - 16. Jurisdiction and Venue. Any action at law or in equity arising

under this Agreement or brought by a party hereto for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement shall be filed in the Courts of Riverside County, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

- 17. Counterparts; Electronic Execution. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
- 18. *Effective Date*. The effective date of this Agreement is the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the effective date.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed by their authorized representatives as of the date written.

COUNTY:

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: / M.\_

V. MANUEL PEREZ

Dated:

ATTEST:

Kimberly A. Rector Clerk of the Board

Deput

APPROVED AS TO FORM

Minh C. Tran County Counsel

By:

Deputy County Counsel

CITY:

CITY OF BEAUMONT, a municipal

corporation

By: Javes H

Julio Martinez,/III Day

Mayor

Dated: December 3, 2024

ATTEST:

Elaine Morgan City Clerk

By: Morgan

APPROVED AS TO FORM

City Attorney

By

**IN WITNESS WHEREOF**, the parties hereto have duly caused this Agreement to be executed by their authorized representatives as of the date written.

COUNTY:	CITY:
COUNTY OF RIVERSIDE, a	CITY OF BEAUMONT, a municipal
political subdivision of the State of	corporation
California	
	1/10
By:	By: David fenn
	Julio Martinez, III David Fenn
Chair, Board of Supervisors	Mayor
Dated:	Dated: December 3, 2024
ATTEST:	ATTEST:
Kimberly A. Rector	Elaine Morgan
Clerk of the Board	City Clerk
	-2m
By:	By: Margan
Deputy	٥
APPROVED AS TO FORM	APPROVED AS TO FORM
Minh C. Tran	City Attorney
County Counsel	1 -
	By:
By:	7
Kristine Bell-Valdez	
Deputy County Counsel	

### **EXHIBIT "A"**

The following Irrevocable Right of Way Offers of Dedication and Grant Deeds are to be attached behind this page.

- Exhibit A1 Irrevocable Right of Way Offer of Dedication (Caltrans Parcel #21982-1) Instrument number 2014-0447476
- Exhibit A2 Irrevocable Right of Way Offer of Dedication (Caltrans Parcel #21979-1 and #21979-2) Instrument number 2014-0447477
- Exhibit A3 Irrevocable Right of Way Offer of Dedication (Caltrans Parcel #21979-5) Instrument number 2014-0447478
- Exhibit A4 Irrevocable Right of Way Offer of Dedication Instrument number 2016-0227312
- Exhibit A5 Irrevocable Right of Way Offer of Dedication Instrument number 2016-0227343
- Exhibit A6 Irrevocable Right of Way Offer of Dedication Instrument number 2016-0227375
- Exhibit A7 Grant Deed (Caltrans Parcel #21978-5) Instrument number 2017-0244840
- Exhibit A8 Grant Deed (Caltrans Parcel #21978-1 and #21978-2) Instrument number 2017-0244842

Page 7 of 7

### Exhibit A-1

		11/21/2014 01:32P Fee:NC
Recording Requested By:		
City of Beaumont		Recorded in Official Records County of Riverside
		Larry W. Ward Assessor, County Clerk & Recorder
When Recorded Mail To:		
City of Beaumont		1881     1812     1812     1813     1814     1814     1814     1814     1814     1814     1814     1814
City Clerk		AND THE STREET S
550 E. Sixth Street Beaumont, CA 92223	SRUP	AGE SIZE DA MISC LONG RED COPY
Beaumont, CA 92223		
		465 426 PCOR NCOR SMF NCHO BYAM
	M A L	T: CTY UNI
		OFFER OF DEDICATION(21982-1)
		which is hereby acknowledged, DAVID RICKER
		Grantor) hereby GRANTS to the CITY OF
		in irrevocable offer of dedication for right of way for
		utility and public services purposes together with
		n, over, under, along through, and across the real
"A" and "B" which are made part	Kiverside, State of	California. Hereinafter described as attached Exhibits
A and B which are made par		ODE E ASSAULT
Grantor haraby grants to the Gran		LOPE EASEMENT
		tication together with a perpetual non-exclusive ope and discharge drainage on the land beyond the
		ntenance for road improvements and utilities on said
	,	
real property by the CITY OF BEAUMONT of its successors of assigns.		
SIGNATURE OF RECORD OWNER(S) NO SARIZED		
Owner: DAVID RICKER DBA Americana Trust  OFFER OF DEDICATION IS APPROVED		
Deed Services		
By:	AC \	
Name: Dary Kokee	(( ))	
Marile: Marile		Signature: 10/14/2
Title: Owner		MAYOR, CITY OF BEALLMONT DATE
172		DATE.
		- SEE ATTACHED -
		ATTEST: Such Success
		No. 4 N
		O Saturate Clerk
		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
		9
	=	
ACKNOWLEDGEME	i) FOR NOTARY	MAIL TAY STATEMENTS TO
ACKNOWLEDGEME	381(8)	MAIL TAX STATEMENTS TO:
		Same as above



### LARRY W. WARD COUNTY OF RIVERSIDE ASSESSOR-COUNTY CLERK-RECORDER

Recorder P.O. Box 751 Riverside, CA 92502-0751 (951) 486-7000

http://riverside.asrclkrec.com

### **NOTARY CLARITY**

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Jennifer Obermoetter
Commission #: 2018374
Place of Execution: County of Orcinal
Date Commission Expires: Apr 7 2017
Date: 10/50/14
Signature: Junion
Print Name: Remandemina

ACR 186P-AS4REO (Rev. 01,2005)

### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  County of	State of California  County of Drange  On 1.9.14 before me, Jen  personally appeared David Ricke	nifer Doermoeller Rudic  Here Insert Name and Title of the Officer  Name(s) of Signer(s)
Though the information below is pot required by law, it may prove valuable to persons relying on the document and could prevent traudularit removal and reattachment of this form to another document.  Description of Attached Document  Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(les) Claimed by Signer(s)  Signer's Name:  Corporate Officer—Title(s):  Individual  Partner—Ulmited General  Attorney in Fact  Trustee  Goardian or Conservator		vidence to be the person(s) whose name(s) is/are- ubscribed to the within instrument and acknowledged of me that he/short-by executed the same in is/bert-bir authorized capacity(ies), and that by is/hard-bir signature(s) on the instrument the erson(s), or the entity upon behalf of which the erson(s) acted, executed the instrument.  certify under PENALTY OF PERJURY under the two of the State of California that the foregoing aragraph is true and correct.
Description of Attached Document  Title or Type of Document:  Document Date:  Signer(s) Other Trian Named Above:  Capacity(ies) Clauned by Signer(s)  Signer's Name:  Corporate Officer	Place Notary Seal and/or Stamp Above	Signature of Notary Public
Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer Title(s):  Individual  Partner Culmited General  Attorney in Fact  Trustee  Guardian or Conservator	Description of Attached Document	eattachment of this fo <del>in to another d</del> ocument.
Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Individual Partner — Limited General Attorney in Fact  Trustee  Guardian or Conservator  Signer's Name:  Corporate Officer — Title(s):  Individual Partner — Limited General Top of thumb here Guardian or Conservator	Document Date:	Number of Pages:
Signer's Name:  Corporate Officer — Title(s):  Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator  Signer's Name: Corporate Officer — Title(s): Individual Partner — Limited General Top of thumb here Guardian or Conservator		
Corporate Officer — Title(s):  ☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Corporate Officer — Title(s): ☐ Individual ☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Trustee ☐ Guardian or Conservator		Signer's Name:
☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Goardiag or Conservator ☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Goardiag or Conservator ☐ Goardiag or Conservator ☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardiag or Conservator		
□ Partner — □ Limited □ General □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Guardian or Conservator □ Guardian or Conservator □ Partner — □ Limited □ General □ Top of thumb here □ Attorney in Fact □ Trustee □ Guardian or Conservator	☐ Individual RIGHT THUMBPRINT	☐ Individual RIGHT THUMBPRINT
☐ Trustee ☐ Guardian or Conservator ☐ Guardian or Conservator	☐ Partrier — ☐ Limited ☐ General Top of thumb here	
Guardian or Conservator		
		1 1
Other:		The state of the s
	Cure.	Other:
Signer Is Representing:	Signer Is Representing:	Signer Is Representing:

### **ACCEPTANCE CERTIFICATE**

The City of Beaumont hereby accepts in fee interest this Offer of Dedication hereby attached and consents to the recordation of this document as set forth above by the Mayor of the City of Beaumont, on behalf of the Grantee.
bondin of the Granice.
City of Beaumont
Mayor City of Beaucon
State or Calyania)
County of BIVE ISIDE
on 10/14/14 before me Poxan Sherwand, notary)
(Insert name and title of officer)
personally appeared by emba Amah
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/a/e
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
COMM. #1991353 =
Notary Public · California Riverside County My Comm. Expires Sep. 16, 2016
Signature Scarch Ste NVSCO

### **EXHIBIT "A" LEGAL DESCRIPTION** LANDS TO BE CONVEYED FROM DAVID RICKER DBA AMERICANA TRUST DEED SERVICES TO THE CITY OF BEAUMONT FOR ROADWAY PURPOSES

### PARCEL 1

BEING A PORTION OF THE PARCEL DESCRIBED IN THE DEED RECORDED ON OCTOBER 1, 2008 AS DOCUMENT NO. 2008-0533024, OFFICIAL RECORDS OF RIVERSIDE COUNTY. STATE OF CALIFORNIA, LYING IN SECTION 7, TOWNSHIP 3 SOUTH, RANGET WEST, SAN BERNARDINO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEI

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL 2, SOUTH 00°40'43" EAST, A DISTANCE OF 858.69 FEET:

THENCE WESTERLY LEAVING SAID EASTERLY LINE, SOUTH 59/19/17" WEST, A DISTANCE OF 67.00 FEET TO A LINE PARALLEL AND 67.00 FEET WESTERLY OF SAID EASTERLY LINE;

THENCE NORTHERLY ALONG SAID PARALLEL LINE, NORTH 00°40'43" WEST, A DISTANCE OF 853.62 FEET TO THE NORTHERLY LINE OF SAID PARCEL;

THENCE NORTHEASTERLY LEAVING SAID PARALDEL LINE ALONG SAID NORTHERLY LINE. NORTH 84°59'24" EAST, A DISTANCE OF 67.19 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCELOF LAND CONTAINS 1.32 ACRES MORE OR LESS.

SHOWN ON EXHIBIT "B" ATTACHED HERETO MADE A PART HEREOF.

THIS CONVEYANCE IS MADE FOR THE PURPOSES OF A ROADWAY AND/OR FREEWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO ROADWAY AND/OR FREEWAY.

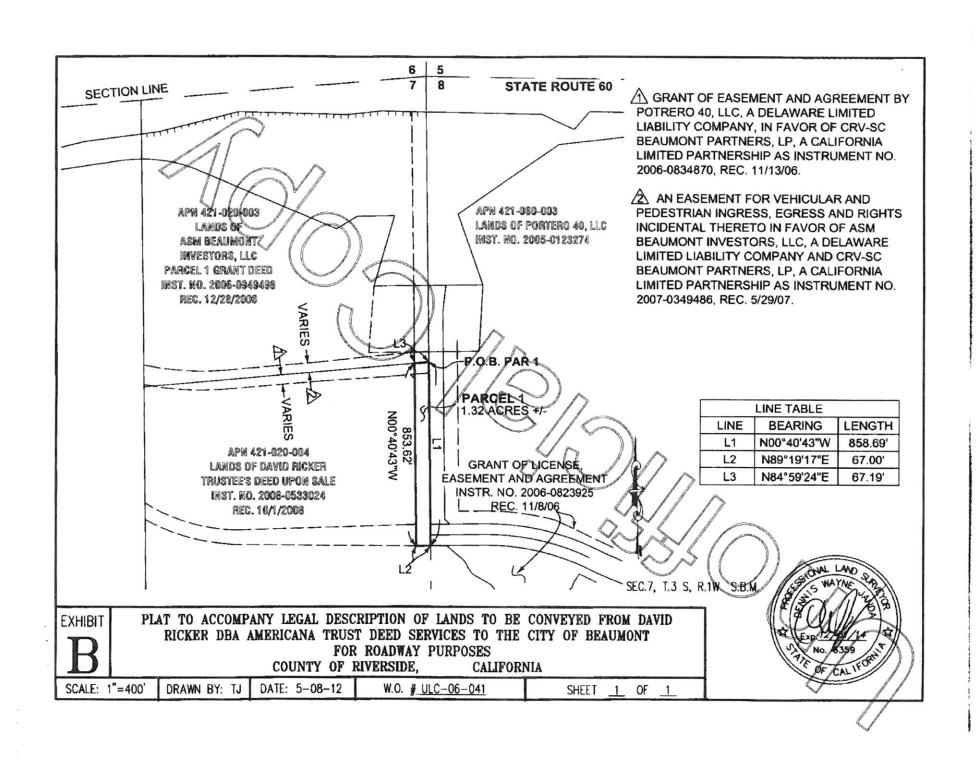
DENNIS W JANDA

L.S. 6359

EXPIRES 12-31-201

CAL

1 OF 1



### Exhibit A-2

DOC # 2014-0447477

11/21/2014 01:32P Fee:NC Recording Requested By: Page 1 of 7 ded in Official Records City of Beaumont County of Riverside Larry W. Ward County Clerk & Recorder When Recorded Mail To: City of Beaumont City Clerk 550 E. Sixth Street Beaumont, CA 92223 PAGE SIZE DA MISC LONG RFD COPY 7 PCOR Α 465 426 NCOR SMF IRREVOCABLE RIGHT OF WAY OFFER OF DEDICATION (21979-1, -2) FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PORTERO COMMERCIAL, LLC, a limited liability company, successor by name change to PORTERO 40, LLC, a limited liability company, (Grantor) hereby GRANTS to the CITY OF BEAUMONT (Grantee) its successors and assigns, an irrevocable offer of dedication for right of way for public road and drainage purposes, including public utility and public services purposes together with incidental appurtenances, connection and structures in, over, under, along, through, and across the real property situated in the County of Riverside, State of California. The Grantor hereby releases and relinquishes to the Grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property in and to the roadway and/or freeway. Hereinafter described as attached Exhibits "A" and "B" which are made part of this agreement. SIGNATURE OF RECORD OWNER(S) NOTARIZED Portero Commercial LLC, a limited liability company OFFER OF DEDICATION IS APPROVED By: Beaumont 1600, LLC, Manager By: Signature: Name:Scott Krentel MAYOR, CITY OF BEAUMO Title: Its Manager SEE ATTEST: \*\*SEE ADDITIONAL SHEET(S) FOR NOTARY ACKNOWLEDGEMENT(S) MAIL TAX STATEMENTS TO: Same as above

### **ACCEPTANCE CERTIFICATE**

The City of Beaumont hereby accepts in fee interest this Offer of Dedication hereby attached and consents to the recordation of this document as set forth above by the Mayor of the City of Beaumont, or behalf of the Grantee.
City of Beaumont  Mayor, City of Beaumont
State of Calyonia)
County of Iverside
On 10/14/14 before me to to the word, referry  (The perforance and title of officer)
personally appeared Tremos and Other
who proved to me on the basis of satisfactor) 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
Witness my hand and official seal  Witness my hand and official seal  ROXANN SHERWOOD COMM. #1991353 Notary Public - California 2018 Riversida County
Signature No William Sep. 16, 2016

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	}
County of Keesede	
On July 34, 3014 before me,	TIVA D. HAMBLE TOWN NOTARY PUBLIC
/ // Date	Here Insert Name and Title of the Officer
personally appeared	Mame(s) of Signer(s)
	2( ))
	who proved to me on the basis of satisfactory evidence to
	be the person(s) whose name(s) is/as subscribed to the within instrument and acknowledged to me that
	he/she/theyexecuted the same in/his/he/their authorized
	capacity(ies), and that by his/her/their signature(s) on the
COMM. #1949476 E	instrument the person(s), or the entity upon behalf of
Notary Public-Callerin	which the person(s) acted, executed the instrument.
My Comm. Exp. SEPT 8, 2015	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.
	WINESS III MAIN AND ONICIAL SEAL.
	Signature Kens Harris
Place Notary Seal Above	Signature of Notary Public
Though the information below is not required by law, it is and could prevent fraudulent removal and coal	
Description of Attached Document	· · · · · · · · · · · · · · · · · · ·
Title or Type of Document Lusuobles Life	A y Way Dedecation (219791-2)
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
□ Individual	□ Individual
Corporate Officer Title(s):	□ Corporate Officer — Title(s):
☐ Partner ☐ Limited ☐ General ☐ Attorney in Fact	☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Attorney in Fact
Top of thumb here	☐ Trustee Top of thumb here
Guardian or Conservator	☐ Guardian or Conservator
Other:	□ Other:
Signe \s Representing:	Signar la Deparementina
engrier as representing.	Signer Is Representing:

© 2007 Mational Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Cell Toll -Free 1-800-876-6827

### PARCEL 21979-1

Being a portion of that certain Parcel 1 described in the Grant Deed to Porters 40, LLC, recorded on February 15, 2005 as Document No. 2005-0123274, Official Records of Riverside County, situated in the Northwest quarter of Section 8, Township 3 South, Range I West, San Bernardino Meridian, in the unincorporated area of the County of Riverside, State of California, more particularly described as follows:

BEGINNING at the Northwesterly corner of said Parcel 1, lying on the Southerly right-of-way line of Highway 60 as shown on the map of Record of Survey, filed for record on October 7, 2010 in Book 134 of Record of Survey at Pages 91 through 101, inclusive, Records of County of Riverside;

THENCE along the Westerly line of said Parcel 1, South 06°40'43" East, 811.67 feet;

THENCE leaving said Westerly line the following seven (7) courses and distances:

- (1) North 89°19'15" East, 252.07 feet,
- (2) North 18°57'45" West, 349.93 feet,
- (3) North 54°36'36" East, 564.17 feet,
- (4) North 83°41'19" East, 909,54 feet,
- (5) North 89°57'54" East, 426 70 feet,
- (6) South 43°28'54" East, 125.09 feet, and
- (7) North 67°55'34" East, 145.24 feet to said Southerly right-of-way line of Highway 60;

THENCE along said Southerly right-of-way line, the following five (5) courses and distances:

- (1) North 61/02'16" West, 132.70 feet,
- (2) North 88°53'20" West, 1292.67 feet,
- (3) South 41 06 25" West, 109.99 feet,

Page 1 of 3

08-Riv-60-PM 29.16-21979 (21979-1, 21979-2)

- (4) North 64°37'42" West, 163.70 feet,
- (5) North 88°53'20" West, 530.61 feet to the POINT OF BEGINNING.

CONTAINING: 384,454 square feet, 8.83 acres, more or less.

Exhibit "B' attached and by this reference made a part hereof.

Bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 6, Epoch 2004.00. Multiply all distances used in the above description by 1.0001028 to obtain ground level distances.

This conveyance is made for the purposes of a roadway and /or freeway and the Grantor hereby releases and relinquishes to the Grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property in and to roadway and /or freeway.

#### PARCEL 21979-2

Being a portion of that certain Parcel's described in the Grant Deed to Portero 40, LLC, recorded on February 15, 2005 as Document No. 2005-0123274, Official Records of Riverside County, situated in the Northwest quarter of Section 8, Township 3 South, Range 1 West, San Bernardino Meridian, in the unincorporated area of the County of Riverside, State of California, more particularly described as follows:

BEGINNING at the Northwesterly corner of said Parcel 1, lying on the Southerly right-of-way line of Highway 60 as shown on the map of Record of Survey, filed for record on October 7, 2010 in Book 34 of Record of Survey at Pages 91 through 101, inclusive, Records of County of Riverside:

THENCE along the Westerly line of said Parcel 1, South 00°40'43" East, 811.67 feet to the TRUE POINT OF BEGINNING of the lands herein being described;

THENCE continuing along said Westerly line, South 00°40'43" East, 309.72 feet;

THENCE leaving said Westerly line the following four (4) courses and distances:

Page 2 of 3

08-Riv-60-PM 29.16-21979 (21979-1, 21979-2)

- (1) at right angle to said Westerly line, North 89°19'17" East, 67.00 feet to a line parallel and 67.00 feet Easterly to said Westerly line;
- (2) Northerly along said parallel line, North 00°40'43" West, 187.91 feet,
- (3) North 06°17'55" East, 122.71 feet,
- (4) South 89°19'15" West, 81.91 feet to the TRUE POINT OF BEGINNING,

CONTAINING: 21,659 square feet, 0.50 acres, more/or less.

Exhibit "B' attached and by this reference made a part hereof.

Bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 6, Epoch 2004.00. Multiply all distances used in the above description by 1.0001028 to obtain ground level distances.

This conveyance is made for the purposes of a readway and /or freeway and the Grantor hereby releases and relinquishes to the Grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property in and to readway and /or freeway.

Dennis w. Janda

L.S. 6359

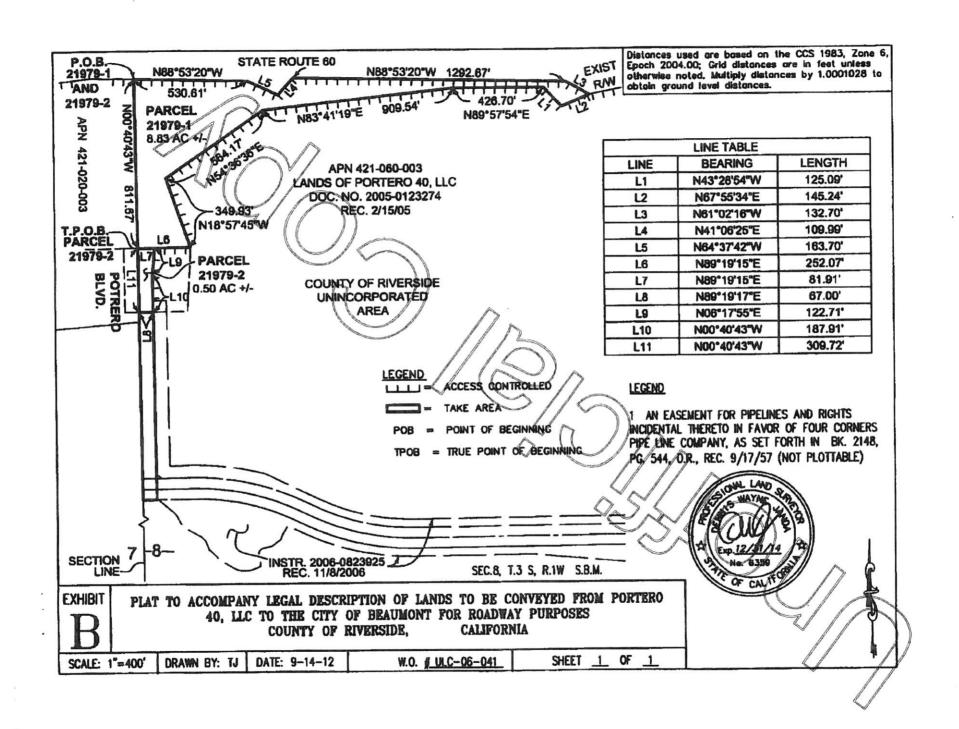
Expires 12-31-2014

24JULY 14

Dated

Page 3 of 3

08-Riv-60-PM 29.16-21979 (21979-1, 21979-2)



### Exhibit A-3

DOC # 2014-0447478

Recording Requested By:	1	11/21/2014 01:32P Fee:NC
City of Beaumont		Page 1 of 5 Recorded in Official Records
· · · · · · · · · · · · · · · · · · ·		County of Riverside Larry W. Ward
When Recorded Mail To:		Assessor, County Clerk & Recorder
City of Beaumont		i iociii dedicie iele iiele liilo edi: edileel iii eciej iiel ioci
City Clerk		
550 E. Sixth Street	0 1 0 1 11 10	AGE SIZE DA MISC LONG RED COPY
Beaumont, CA 92223		
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management .	MAL	465 426 PCOR NCOR SMF CHG EXAM
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	TANCE.	
IRREVOCABLE	RIGHT OF WAY	OFFER OF DEDICATION (21979-5)
FOR A VALUABLE CONSIDERAT	ION, receipt of which	th is hereby acknowledged, PORTERO COMMERCIAL,
LLC, a limited liability company, se	accessor by name c	hange to PORTERO 40, LLC a limited liability
		BEAUMONT (Grantee) its successors and assigns, an
		road and drainage purposes, including public utility and
		nances, connection and structures in, over, under, along,
through, and across the real property		
		, (,) / /
G	RANT OF SLOPE	FASEMENT
		lication together with a perpetual non-exclusive
		ope and discharge drainage on the land beyond the
limits of the road right of way when	re required for mai	menance for road improvements and utilities on said
real property by the CITY OF BEA	UMONT or its suit	cessors or assigns.
Hereinafter described as attached Exh	ibits "A" and "B" w	hich are made part of this agreement.
	10	/)
SIGNATURE OF RECORD OWNER(S	S) NOTARIZED	
Portero Commercial LLC, a limited lial		
	1. 0	OFFER OF DEDICATION IS APPROVED
By: Beaumont 1600, LLC Manager		
Ву:		
The state of the s	1	Signature: 10/4/2014
Name:Scott Krentel		MAYOR, CITY OF BEAUMONT DATE
manuscon when It.	$\supset$	DATE DEAGNISHT
Title: Its Manager		(
ntie. its widnager		- SEE ATTAGHED-
		Lawrence (A) la IX
		ATTEST: Jucky Dunny
		$\bigwedge \bigwedge A \setminus \bigvee \dots$
		(hundry), gry Clerk
~ ~ ~ ~ ~		( , 0 0) 4
**SEE ADDITIONAL SHEET(S)		
ACKNOWLEDGEMEN	IT(S)	MAIL TAX STATEMENTS TO:
) )		
		- A - A - A - A - A - A - A

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California,	)
County of Kuusete	
1	
On July 24, 2014 before me,	TINA D. HAMBLE TON A NOTARY PUBLI
personally appeared 54	att Krantel
personally appeared	Name(s) of Signer(s)
, v	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
ï	ne/she/they executed the same in his/ha/their authorized
	capacity(les), and that by his/het/their signature(s) on the
	nstrument the person or the entity upon behalf of
COMM. #1949476 to	which the person(s) acted, executed the instrument.
EL TOT-GENEY MARINET COLDITY	certify under PENALTY OF PERJURY under the laws
	of the State of California that the foregoing paragraph is
	true and correct.
Ĭ	WINESS my hand and official seal,
	Ten & Hamble ton
Place Notary Seal Above	Signature Signature of Notary Public
OPTIS	ONAL
Though the information below is not required by law it a and could prevent fraudulent removal and rea	nay brove valuable to persons relying on the document trackment of this form to another document.
Description of Attached Document	201 (1 21 ( 220 = )
Title or Type of Document Assette	Right of Way Oed (21979-5)
Document Date:	Number of Pages:
1/10	
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
□ Individual	☐ Individual
☐ Corporate Officer Title(s).	☐ Corporate Officer — Title(s):
Partner Limited General RIGHT THUMBPRINT	□ Partner — □ Limited □ General
☐ Attorney in Fact ☐ Trustee ☐ Top of thumb here	☐ Attorney in Fact ☐ Trustee ☐ Trustee ☐ Trustee ☐ Trustee
Grandian or Conservator	☐ Guardian or Conservator
Other:	Other:
Signer's Representing:	Signer Is Representing:
11	

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### **ACCEPTANCE CERTIFICATE**

The City of Beaumont hereby accepts in fee interest this Offer of Dedication hereby attached and consents to the recordation of this document as set forth above by the Mayor of the City of Beaumont, on
behalf of the Grantee.
City of Beaumont
Meyor City of Beaumont
State of Calyania )
county of Riverside )
on 10/14/14 before meroxan Sharwal, notary
(Insert name and title of officer)
personally appeared Brenda High
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ale subscribed to the within instrument and acknowledged to me that he/she/th/ey executed the same in his/her/their authorized capacity(les), 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.
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  ROXANN SHERWOOD COMM. #1991353 Notary Public · California Riverside County My Comm. Expires Sep. 16, 2016

### **PARCEL 21979-5**

That portion of land situated in the City of Beaumont, the County of Riverside, State of California, located in that portion of the Northwest quarter of Section 8, Township 3 South, Range 1 West, San Bernardino Base and Meridian, as shown by Record of Survey filed in book 85, pages 20 through 25 inclusive, records of said County more particularly described as follows:

BEGINNING at the Southwest corner of said Northwest quarter of said Section 8;

Thence Northerly along the Westerly line of said Section 8 as shown on said map, North 00°40'43" West, a distance of 246.35 feet to the Northerly Right of Way line of Parcel 1 as shown in Instrument No. 2006-0823925, recorded November 8, 2006, Official Records of said County, said point also being the TRUE POINT OF BEGINNING;

THENCE continuing Northerly along said Westerly line, North 90°40"43" West, a distance of 905.94 feet;

THENCE at right angle to said Westerly line, North 89°19'17" East, 67.00 feet to a line parallel and 67.00 feet Easterly to said Westerly line;

THENCE Southerly along said parallel line South 00°40'43" East, a distance of 905.93 feet to a point on the Northerly Right of Way line of said Parcel 1 of said Instrument 2006-0823925;

THENCE Westerly along said Northerly Right of Way line, South 89°19'10"West, a distance of 67.00 feet to the said Westerly line of said Section 8 and the TRUE POINT OF BEGINNING.

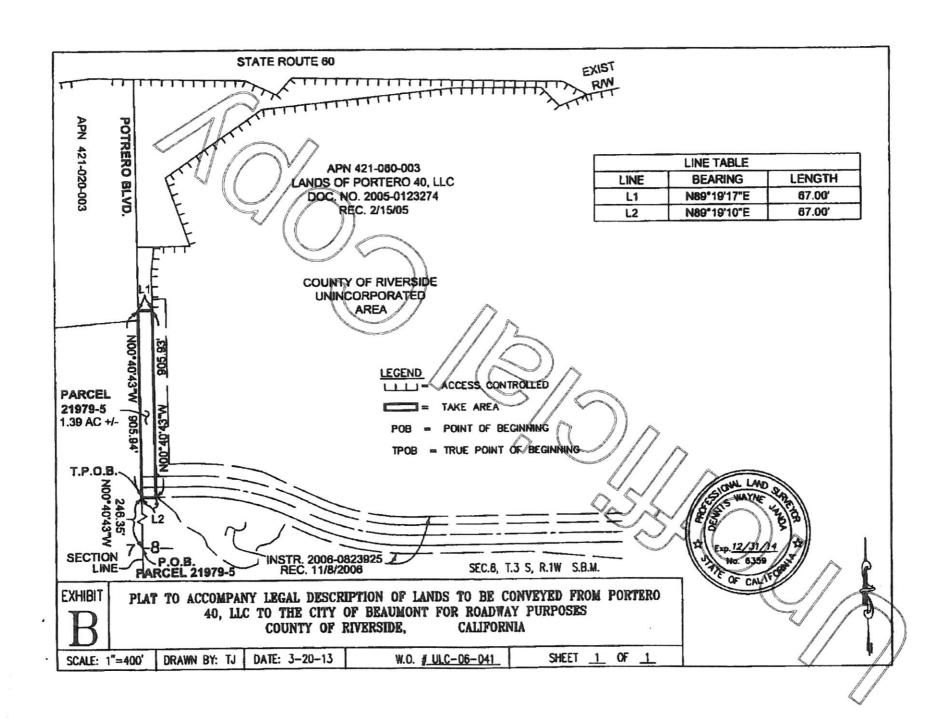
The above described parcel of land contains 60,698 square feet, 1.39 acres more or less. Shown on Exhibit "B" attached hereto made a part hereof.

Dennis w. Janda

L.S. 6359

Expires 12-31-2014

Page 1 of 1 08-Riv-60-PM 29.16-21979-5



### Exhibit A-4

Recording Requested By:

City of Beaumont

When Recorded Mail To:

City of Beaumont City Clerk 550 E. Sixth Street Beaumont, CA 92223 DOC # 2016-0227312

06/02/2016 03:59 PM Fees: \$0.00 Page 1 of 9 Recorded in Official Records

County of Riverside Peter Aldana Assessor-County Clerk-Recorder

\*\*This document was electronically submitted to the County of Riverside for recording\*\*
Receipted by: MARIA VICTORIA #411

### IRREVOCABLE RIGHT OF WAY OFFER OF DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, TIMOTEO LAND INVESTORS, LLC, a Delaware limited liability company (Grantor) hereby GRANTS to the CITY OF BEAUMONT (Grantce) its successors and assigns, an irrevocable offer of dedication for right of way for public road and drainage purposes, including public utility and public services purposes together with incidental appurtenances, connection and structures in, over, under, along, through, and across the real property situated in the County of Riverside, State of California. Hereinafter described as attached Exhibits "A" and "B" which are made part of this agreement.

### GRANT OF SLOPE EASEMENT

Grantor hereby grants to the Grantee the Offer of Dedication together with a perpetual non-exclusive easement with the right to construct and maintain a slope and discharge drainage on the land beyond the limits of the road right of way where required for maintenance for road improvements and utilities on said real property by the CITY OF BEAUMONT or its successors or assigns.

SIGNATURE OF RECORD OWNER(S) NOTARIZED	
Owner:	OFFER OF DEDICATION IS APPROVED
By:	11
Name: NEIL BRADDIN	Signature 5/20/2016
Title: Margaer	Signature: 5/20/2016 MAYOR, CITY OF BEAUMONT DATE
By:	DAIZ
Name:	ATTEST:
Title:	,City Clerk
*SEE ADDITIONAL SHEET(S) FOR NOTARY ACKNOWLEDGEMENT(S)	MAIL TAX STATEMENTS TO:

### **ACKNOWLEDGMENT** 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 California County of Orange on 03.01.16 (insert name and title of the officer) personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/a/e subscribed to the within instrument and acknowledged to me that he shell hey 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. CHERYL CANO WITNESS my hand and official seal Commission # 2038902 Notary Public - California Orange County My Comm. Expires Aug 26, 2017 (Seal)

SHEET 1 OF 4

### EXHIBIT "A"

LEGAL DESCRIPTION

LANDS BEING CONVEYED FROM

TIMOTEO LAND INVESTORS, LLC TO THE CITY OF BEAUMONT

FOR ROADWAY PURPOSES

14-D-007

THAT PORTION OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING ALSO A PORTION OF THE LAND DESCRIBED AS PARCEL 6 IN THAT CERTAIN DEED RECORDED MARCH 7, 2014 AS DOCUMENT NO. 2014-0087313, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE OF THE CENTERLINE OF 4<sup>TH</sup> STREET SHOWN AS HAVING A BEARING AND DISTANCE OF "NORTH 89° 18' 20" EAST, 625.36 FEET" ON PARCEL MAP NO. 34209, AS PER MAP FILED IN BOOK 233, PAGES 81 THROUGH 85 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE ALONG THE WESTERLY PROLONGATION OF SAID CENTERLINE OF 4th STREET, SOUTH 89° 19' 16" WEST, 657 30 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1400.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34° 19' 28" AN ARC LENGTH OF 838.71 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1400.00 FEET, A RADIAL LINE TO SAID BEGINNING OF REVERSE CURVE BEARS NORTH 33° 38' 44" EAST;

THENCE WESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 34° 19' 22" AN ARC LENGTH OF 838.66 FEET;

SHEET 2 OF 4

### EXHIBIT "A"

### LEGAL DESCRIPTION LANDS BEING CONVEYED FROM TIMOTEO LAND INVESTORS, LLC TO THE CITY OF BEAUMONT FOR ROADWAY PURPOSES 14-D-007

THENCE TANGENT TO SAID CURVE, SOUTH 89° 19' 22" WEST, 389.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 7, AS SHOWN ON MAP RECORDED IN BOOK 85, PAGES 20 THROUGH 25, INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF SAID COUNTY RECORDER:

THENCE CONTINUING SOUTH 89° 19' 22" WEST, 90.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 850.00 PEET;

THENCE WESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 02' 23" AN ARC LENGTH 534.66 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 859.00 FEET, A RADIAL LINE TO SAID BEGINNING OF REVERSE CURVE BEARS NORTH 35° 21' 45' EAST;

THENCE WESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 28' 29" AN ARC LENGTH OF 541.1 FEET;

THENCE TANGENT TO LAST SAID CURVE, SOUTH 88° 53' 16" WEST, 208.73 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 6, BEING THE EAST LINE OF THE EAST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER OF SECTION 7;

THENCE CONTINUING SOUTH 88° 53' 16" WEST, 612.69 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2000.00 FEET;

SHEET 3 OF 4

### EXHIBIT "A"

LEGAL DESCRIPTION
LANDS BEING CONVEYED FROM
TIMOTEO LAND INVESTORS, LLC TO THE CITY OF BEAUMONT
FOR ROADWAY PURPOSES
14-D-007

THENCE WESTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 08 43" AN ARC LENGTH OF 39.98 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 6, BEING THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER OF SECTION 7, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID WEST LINE OF THE EAST HALF, NORTH 00° 37' 04" WEST, 39.02 FEET:

THENCE NORTH 87° 44' 33" EAST, 549.14 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2050.00 FEET;

THENCE EASTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 01° 08' 43" AN ARC LENGTH OF 40.98 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 88° 53' 16" EAST, 62.73 FEET TO A POINT ON SAID EAST LINE OF THE EAST HALF, DISTANT THEREON NORTH 00° 38' 13" WEST, 50.00 FEET, MEASURED ALONG SAID EAST LINE FROM THE EASTERLY TERMINUS OF ABOVE MENTIONED COURSE HAVING A BEARING AND DISTANCE OF "SOUTH 88° 53' 16" WEST, 612.69 FEET";

THENCE ALONG SAID EAST LINE OF THE EAST HALF, SOUTH 00° 38' 13" EAST, 100.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 2050.00 FEET, A RADIAL LINE TO SAID BEGINNING OF NON-TANGENT CURVE BEARS SOUTH 01° 06' 44" EAST:

SHEET 4 OF 4

### EXHIBIT "A"

LANDS BEING CONVEYED FROM TIMOTEO LAND INVESTORS, LLC TO THE CITY OF BEAUMONT FOR ROADWAY PURPOSES 14-D-007

THENCE WESTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 05' 37" AN ARC LENGTH OF 39.13 FEET:

THENCE TANGENT TO SAID CURVE, SOUTH 89° 58' 53" WEST, 536,94 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1961.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02° 14' 19" AN ARC LENGTH OF 76.62 FEET TO A POINT ON SAID WEST LINE OF THE EAST HALF;

THENCE ALONG SAID WEST LINE OF THE EAST HALF, NORTH 00° 37' 01" WEST, 39.02 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 1.337 ACRES MORE OR LESS.

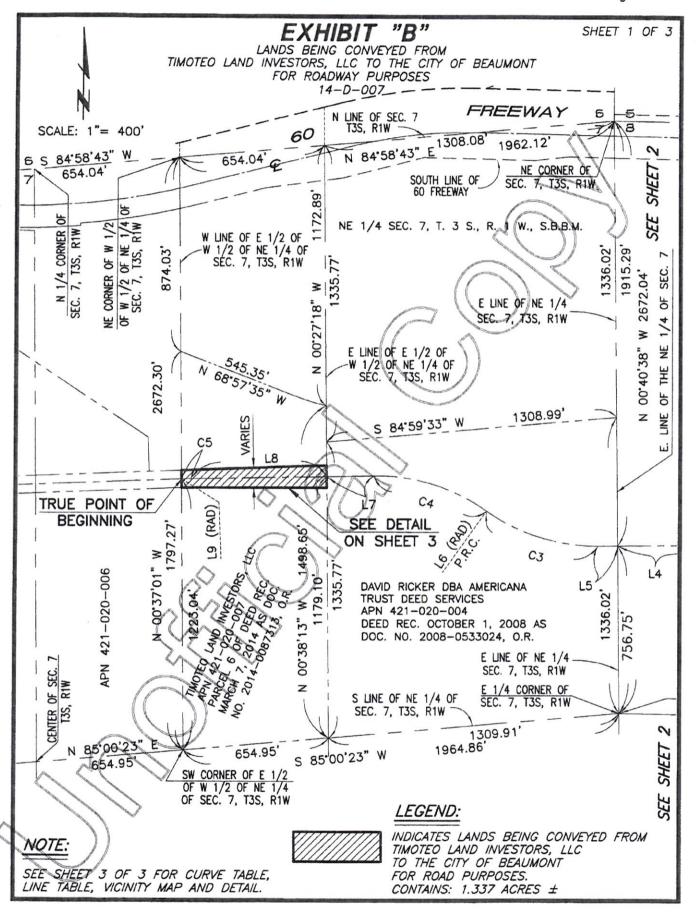
EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

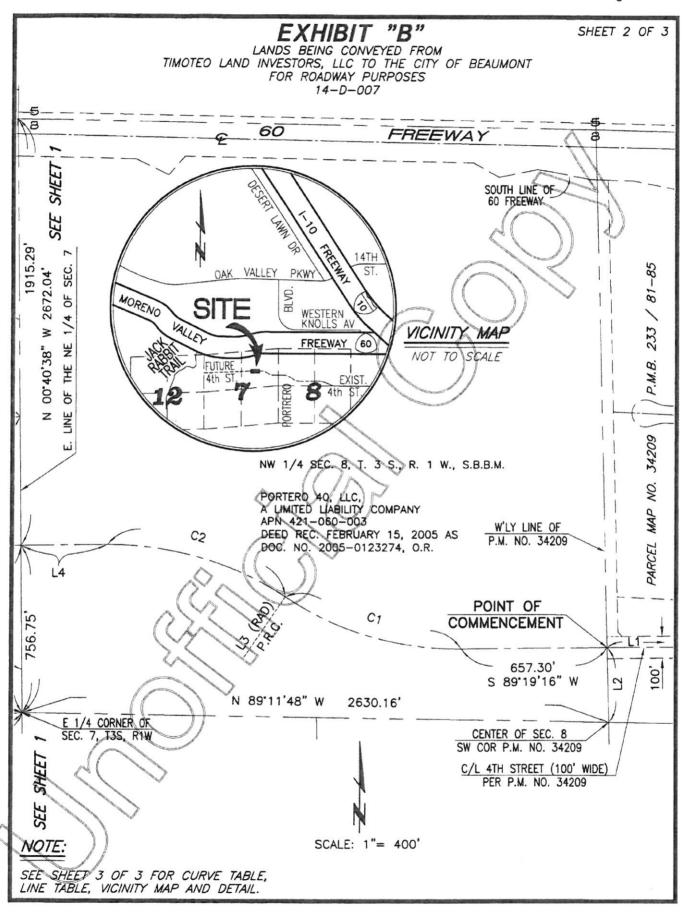
SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, JE ANY

DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

BRIAN L. THIENES

P.L.S. No. 5750 REG. EXP. 12/31/17





# EXHIBIT "B"

SHEET 3 OF 3

LANDS BEING CONVEYED FROM TIMOTEO LAND INVESTORS, LLC TO THE CITY OF BEAUMONT FOR ROADWAY PURPOSES 14-D-007

	LINE TA	BLE						
LINE #	LENGTH	BEARING	R	RECORD DIST./BRG. PER P.M. NO. 34209				
L1	625.36'	N 89'19'16" E		62	25.36'N 89	9°18'20" E		
L2	337.20'	N 01°22'52" W		33	37.20' N 0	1°23'48" W		3/
L3	1400.00'	N 33'38'44" E				20		2
L4	389.00'	S 89'19'22" W	1		CI	URVE TABLE		
L5	90.00'	S 89'19'22" W	1	CURVE #	DELTA	RADIUS	LENGTH	TANGENT
L6	850.00'	N 35'21'45" E		C1	34'19'28"	(1400.00')	838.71	432.36'
L7	208.73	S 88.53'16" W		C2	34:19'22"	1400.00	838.66'	432.34'
L8	612.69	S 88*53'16" W		С3	36.02,53,	850.00'	534.66'	276.51
L9	2000.00'	N 02°15'27" W		C4	36'28'29"	850.00	541.11	280.08'
L10	39.02'	N 00'37'01" W		C5	01'08'43"	2000.00'	39.98'	19.99'
L11	39.02	N 00°37'01" W		86	01°08'43"	2050.00'	40.98	20.49
L12	549.14	N 87°44'33" E		67	01.05,32,	2050.00'	39.13'	19.56'
L13	62.73'	N 88*53'16" E		(98/	02'14'19"	1961.00'	76.62	38.32'
L14	50.00'	S 00'38'13" E	^	V(())		_		
L15	50.00'	S 00'38'13" E	T	RUE POIN	T OF BEGI	NNING		C6 L13
L16	2050.00'	S 01'06'44" E	1	NE		L12		C6
L17	536.94	S 89:58'53" W				7////8///	7////////	
L18	1961.00'	N 0275 27 W	T.	10	<u>465//////</u>			
	/ FGE	A/D:	<b>P</b>	(RAD)		DETAIL		22 (CAD)
	TIMOTEO TO THE	ES LANDS BEING CO LAND INVESTORS, CITY OF BEAUMOND PURPOSES.	S, LL			SCA	ALE: 1"= 2	500,

PREPARED

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FIX(714)521-4173

PREPARED UNDER THE SUPERVISION OF:

BRIAN L. THIENES P.L.S. NO. 5750 REG. EXP. DEC. 31, 2017

OF CALIF

#### Exhibit A-5

#### Recording Requested By:

City of Beaumont

When Recorded Mail To:

City of Beaumont City Clerk 550 E. Sixth Street Beaumont, CA 92223

#### DOC # 2016-0227343

06/02/2016 04:02 PM Fees: \$0.00 Page 1 of 7 Recorded in Official Records County of Riverside Peter Aldana Assessor-County Clerk-Recorder

\*\*This document was electronically submitted to the County of Riverside for recording\*\* Receipted by: SOPHIA #466

# IRREVOCABLE RIGHT OF WAY OFFER OF DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PORTERO COMMERCIAL, LLC, a limited liability company, successor by name change from PORTERO 40, LLC, a limited liability company, A1 (Grantor) hereby GRANTS to the CITY OF BEAUMONT (Grantee) its successors and assigns, an irrevocable offer of dedication for right of way for public road and drainage purposes, including public utility and public services purposes together with incidental appurtenances, connection and structures in, over, under, along, through, and across the real property situated in the County of Riverside, State of California. Hereinafter described as attached Exhibits "A" and "B" which are made part of this agreement.

#### GRANT OF SLOPE EASEMENT

Grantor hereby grants to the Grantee the Offer of Dedication together with a perpetual non-exclusive easement with the right to construct and maintain a slope and discharge drainage on the land beyond the limits of the road right of way where required for maintenance for road improvements and utilities on said real property by the CITY

SIGNATURE OF RECORD OWNER(S) NOTARIZED	
Owner: Portero Commercial, a limited Libility Co.	OFFER OF DEDICATION IS APPROVED
By: Beaumont 1000 LLC Its Manager	211/1
Name: Scott H. Krentel Title: Manager of Beaumont	Signature: 5/20/26/8 MAYOR, CITY OF BEAUMONT DATE
By:	ATTEST:  DATE  DATE
Name:	Julio Martanez TII ,City Clerk
**SEE ADDITIONAL SHEET(S) FOR NOTARY ACKNOWLEDGEMENT(S)	MAIL TAX STATEMENTS TO:

	GMENT CIVIL CODE § 11
A notary public or other officer completion to	
document to which this certificate is attached, and not to	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California	
County of KIVERSIDE	
county of KIVERSIDE  On Ceptul 2, 2016 before me, CATE  Date	Hy C. Boston, notary Public
Date ersonally appeared \$\inc Co\theta \tau_,	Here Insert Name and Title of the Officer
	Name(s) of Signer(s)
ho proved to me on the basis of satisfactory	evidence to be the person(s) whose name(s) is/ar
is/her/their authorized capacity(les), and that by hir the entity upon behalf of which the person(s) ac	is her/their signature(s) on the instrument the person(s) cted, executed the instrument.
,	certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph is true and correct.
CATHY C. BOSTON	WITNESS my hand and official seal.
Commission # 1996950 Notary Public - California	Signature CRUSTON
	Signature of Notary Public
Place Notary Seal Above	>
Though this section is actional completing this is	TIONAL
fraudulent reattachment of this f	information can deter alteration of the document or form to an unintended document.
Scription of Attached Document Tanalace	LIA PICIT - C
e or Type of Document: Way Offer of ) mber of Pages:  Stepers Other Tree	Dedication Document Date: 11/2/11
Orginal (s) Other Than	Declication Document Date: 4/2/14  Named Above: Mayor, City of Roland
	reg of Nearly
pacity(ies) Claimed by Signer(s)	
ner's Name:	,
ner's Name: Corporate Officer - Title(s):	Signer's Name:
Corporate Officer — Title(s):  Partner — D Limited	Signer's Name:  ☐ Corporate Officer — Title(s):
Corporate Officer — Title(s):  Partner — Dimited	Signer's Name:
Corporate Officer — Title(s):	Signer's Name:
Corporate Officer — Title(s):  Partner — Dimited — General Individual — Attorney in Fact Trustee — Guardian or Conservator	Signer's Name:  Corporate Officer — Title(s):  Partner — Dimited General Individual Attorney in Fact Trustee General Other:
Partner General Individual General Guardian or Conservator	Signer's Name:  Corporate Officer — Title(s):  Partner — Dimited General Individual Attorney in Fact Trustee Deardian or Conservator

# CORPORATE RESOLUTION

#### PORTERO COMMERCIAL, LLC

a limited liability corporation

The undersigned, being the required signature of PORTERO COMMERCIAL, a limited liability company organized and existing under the laws of the State of California (the "Corporation"), does hereby adopt, ratify and approve the following resolutions:

WHEREAS, it is necessary to execute certain documents necessary for the business operations of the corporation.

RESOLVED, that PORTERO COMMERCIAL by and through its manager, Beaumont 1600, a limited liability company is authorized to sign on behalf of the corporation as referenced above.

IN WITNESS WHEREOF, the undersigned, does hereby adopt and approve the foregoing resolution by unanimous and by written consent as of December 6, 2002.

Portero Commercial, LLC

By: X

 $By: \mathcal{M}$ 

Bedument 10

Scott H. Krente

Manager

SHEET 1 OF 2

### EXHIBIT "A"

LEGAL DESCRIPTION
LANDS BEING CONVEYED FROM
PORTERO 40, LLC TO THE CITY OF BEAUMONT
FOR ROADWAY PURPOSES
14-E-004

A STRIP OF LAND, 100.00 FEET IN WIDTH, SITUATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDING BASE AND MERIDIAN, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING ALSO A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN DEED RECORDED FEBRUARY 15, 2005 AS DOCUMENT NO. 2005-0123274, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,

THE CENTERLINE OF SAID STRIP DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE OF THE CENTERLINE OF 4<sup>TH</sup> STREET SHOWN AS HAVING A BEARING AND DISTANCE OF "NORTH 89° 18' 20" EAST, 625.36 FEET" ON PARCEL MAP NO. 34209, AS PER MAP FILED IN BOOK 233, PAGES 81 THROUGH 85 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE ALONG THE WESTERLY PROLONGATION OF SAID CENTERLINE OF 4th STREET, SOUTH 89° 19' 16" WEST, 657.30 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1400.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34° 19' 28" AN ARC LENGTH OF 838.71 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1400.00 FEET, A RADIAL LINE TO SAID BEGINNING OF REVERSE CURVE BEARS NORTH 33° 38' 44" EAST;

THENCE WESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 34° 19' 22" AN ARC LENGTH OF 838.66 FEET;

SHEET 2 OF 2

# EXHIBIT "A"

LEGAL DESCRIPTION
LANDS BEING CONVEYED FROM
PORTERO 40, LLC TO THE CITY OF BEAUMONT
FOR ROADWAY PURPOSES
14-E-004

THENCE TANGENT TO SAID CURVE, SOUTH 89° 19' 22" WEST, 389.00 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 8, AS SHOWN ON MAP RECORDED IN BOOK 85, PAGES 20 THROUGH 25, INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF SAID COUNTY RECORDER, SAID POINT BEING THE POINT OF TERMINATION OF THIS DESCRIPTION.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO TERMINATE EASTERLY IN SAID WESTERLY LINE OF PARCEL MAP NO. 34209 AND TERMINATE WESTERLY IN SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 8.

CONTAINING: 6.253 ACRES MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, JE ANY

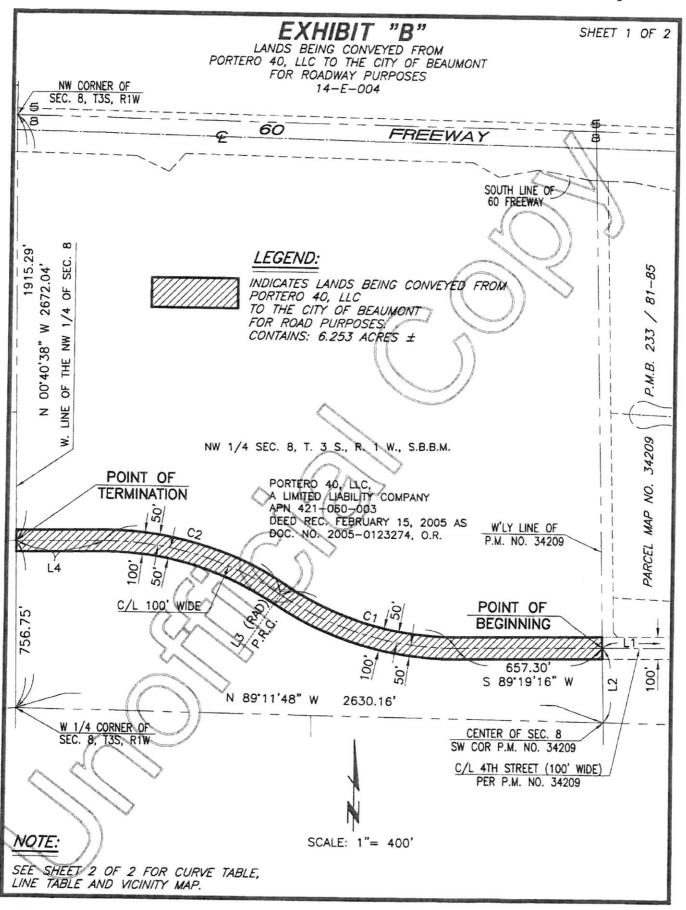
DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

BRIAN L THIENES

P.L.S. No. 5750 REG. EXP. 12/31/47 DATE

NO. 5750

DATE



# EXHIBIT "B"

SHEET 2 OF 2

LANDS BEING CONVEYED FROM PORTERO 40, LLC TO THE CITY OF BEAUMONT FOR ROADWAY PURPOSES 14-E-004

LINE TABLE						
LINE #	LENGTH	BEARING				
L1	625.36'	N 89'19'16" E				
L2	337.20'	N 01°22'52" W				
L3	1400.00'	N 33°38'44" E				
L4	389.00'	S 89'19'22" W				

	CI	URYE TABLE		
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	34'19'28"	1400.00'	838.71	432.36
82	34'19'22"	1400.00'	838.66'	432.34

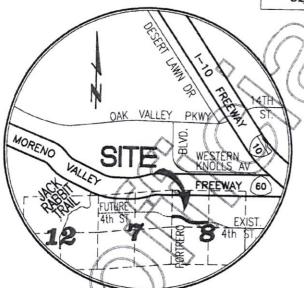
N 89'18'20" E

N 01 23'48" W

RECORD DIST./BRG. PER P.M. NO. 34209

625.36'

337.20'



VICINITY MAP TO SCALE

### SURVEYOR:

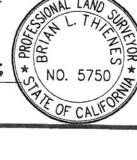
PREPARED UNDER THE SUPERVISION OF:

PREPARED

Thienes Engineering, Inc.

CIVIL ENGINEERING · LAND SURVEYING
14349 FIRESTONE BOULEVARD
14 MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

BRIAN L. THIENES P.L.S. NO. 5750 REG. EXP. DEC. 31, 2017



#### Exhibit A-6

Recording Requested By:

City of Beaumont

When Recorded Mail To:

City of Beaumont City Clerk 550 E. Sixth Street Beaumont, CA 92223 DOC # 2016-0227375

06/02/2016 04:12 PM Fees: \$0.00

Page 1 of 8
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

\*\*This document was electronically submitted to the County of Riverside for recording\*\* Receipted by: LISA #580

#### IRREVOCABLE RIGHT OF WAY OFFER OF DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **DAVID RICKER DBA AMERICANA TRUST DEED SERVICES** (Grantor) hereby GRANTS to the **CITY OF BEAUMONT** (Grantee) its successors and assigns, an irrevocable offer of dedication for right of way for public road and drainage purposes, including public utility and public services purposes together with incidental appurtenances, connection and structures in, over, under, along, through, and across the real property situated in the County of Riverside, State of California. Hereinafter described as attached Exhibits "A" and "B" which are made part of this agreement.

#### GRANT OF SLOPE EASEMENT

Grantor hereby grants to the Grantee the Offer of Dedication together with a perpetual non-exclusive easement with the right to construct and maintain a slope and discharge drainage on the land beyond the limits of the road right of way where required for maintenance for road improvements and utilities on said real property by the CITY OF BEAUMONT or its successors or assigns.

Team property by the CTT TOT BENTONION TOTALS SHE	cessors of assigns.
SIGNATURE OF RECORD OWNER(S) NOTARIZED	
Owner:	OFFER OF DEDICATION IS APPROVED
By:	111/
Name: DAVID K DOR dha America	Signature 5/20/2016
Title: Www.	MAYOR, CITY OF BEAUMONT DATE
Ву:	
	ATTEST:
Name:	Julio Martinez II ,City Clerk
Title:	
**SEE ADDITIONAL SHEET(S) FOR NOTARY	
ACKNOWLEDGEMENT(S)	MAIL TAX STATEMENTS TO:

#### **ACKNOWLEDGMENT**

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

who signed the document to which this certificate is State of California County of t name and title of the officer) 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. JENNIFER CHAMBERS WITNESS my hand and official seal Commission # 2018374

Signature

(Seal)

**Orange County** 

SHEET 1 OF 3

# EXHIBIT "A"

LEGAL DESCRIPTION

LANDS BEING CONVEYED FROM

DAVID RICKER DBA AMERICANA TRUST DEED SERVICES TO THE CITY OF BEAUMONT
FOR ROADWAY PURPOSES

14-E-005

A STRIP OF LAND, 100.00 FEET IN WIDTH, SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING ALSO A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN DEED RECORDED OCTOBER 1, 2008 AS DOCUMENT NO. 2008-0533024, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE OF THE CENTERLINE OF 4<sup>TH</sup> STREET SHOWN AS HAVING A BEARING AND DISTANCE OF "NORTH 89° 18' 20" EAST, 625.36 FEET" ON PARCEL MAP NO. 34209, AS PER MAP FILED IN BOOK 233, PAGES 81 THROUGH 85 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE ALONG THE WESTERLY PROLONGATION OF SAID CENTERLINE OF 4th STREET, SOUTH 89° 19' 16" WEST, 657 30 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1400.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34° 19' 28" AN ARC LENGTH OF 838.71 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1400.00 FEET, A RADIAL LINE TO SAID BEGINNING OF REVERSE CURVE BEARS NORTH 33° 38' 44" EAST;

SHEET 2 OF 3

### EXHIBIT "A"

LEGAL DESCRIPTION
LANDS BEING CONVEYED FROM
DAVID RICKER DBA AMERICANA TRUST DEED SERVICES TO THE CITY OF BEAUMONT
FOR ROADWAY PURPOSES
14-E-005

THENCE WESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 34 19' 22" AN ARC LENGTH OF 838.66 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 89° 19' 22' WEST, 389.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 7, AS SHOWN ON MAP RECORDED IN BOOK 85, PAGES 20 THROUGH 25, INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF SAID COUNTY RECORDER, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 19' 22" WEST, 90.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 850.00 FEET;

THENCE WESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 02' 23" AN ARC LENGTH 534.66 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 850.00 FEET, A RADIAL LINE TO SAID BEGINNING OF REVERSE CURVE BEARS NORTH 35° 21' 45" EAST;

THENCE WESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 28' 29" AN ARC LENGTH OF 541.1) FEET;

SHEET 3 OF 3

### EXHIBIT "A"

LEGAL DESCRIPTION
LANDS BEING CONVEYED FROM
DAVID RICKER DBA AMERICANA TRUST DEED SERVICES TO THE CITY OF BEAUMONT
FOR ROADWAY PURPOSES
14-E-005

THENCE TANGENT TO LAST SAID CURVE, SOUTH 88° 53' 16" WEST, 208.73 FEET TO A POINT ON THE WEST LINE OF ABOVE MENTIONED DOCUMENT NO. 2008-0533024, BEING THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER OF SECTION 7, SAID POINT BEING THE POINT OF TERMINATION OF THIS DESCRIPTION.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED TO TERMINATE EASTERLY IN SAID EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 7 AND TERMINATE WESTERLY IN SAID WEST LINE OF ABOVE MENTIONED DOCUMENT NO. 2008-0533024.

CONTAINING: 3.155 ACRES MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, JE ANY.

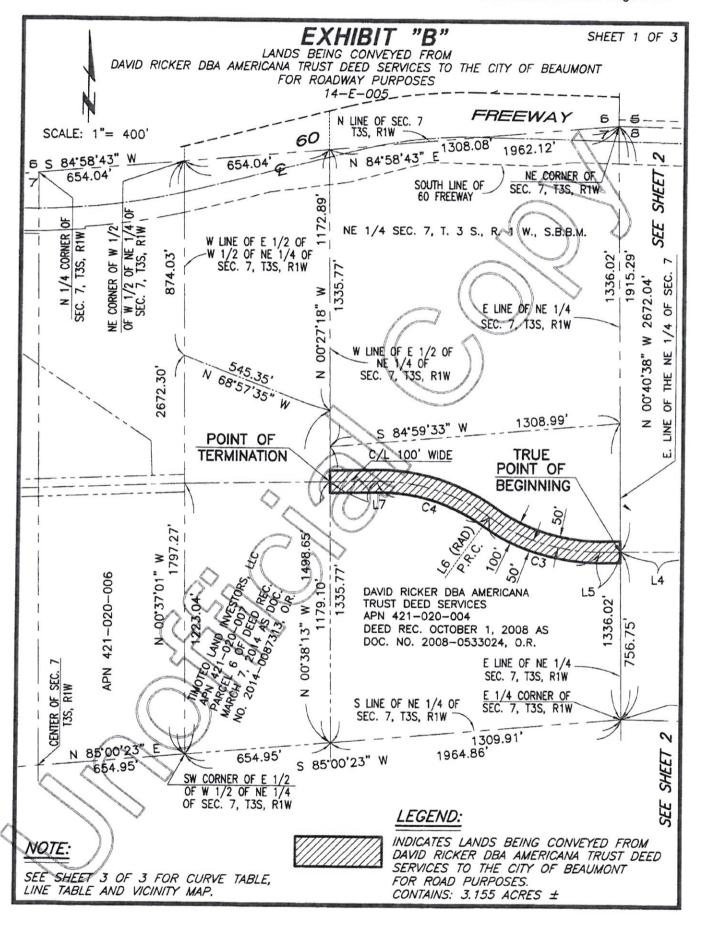
DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

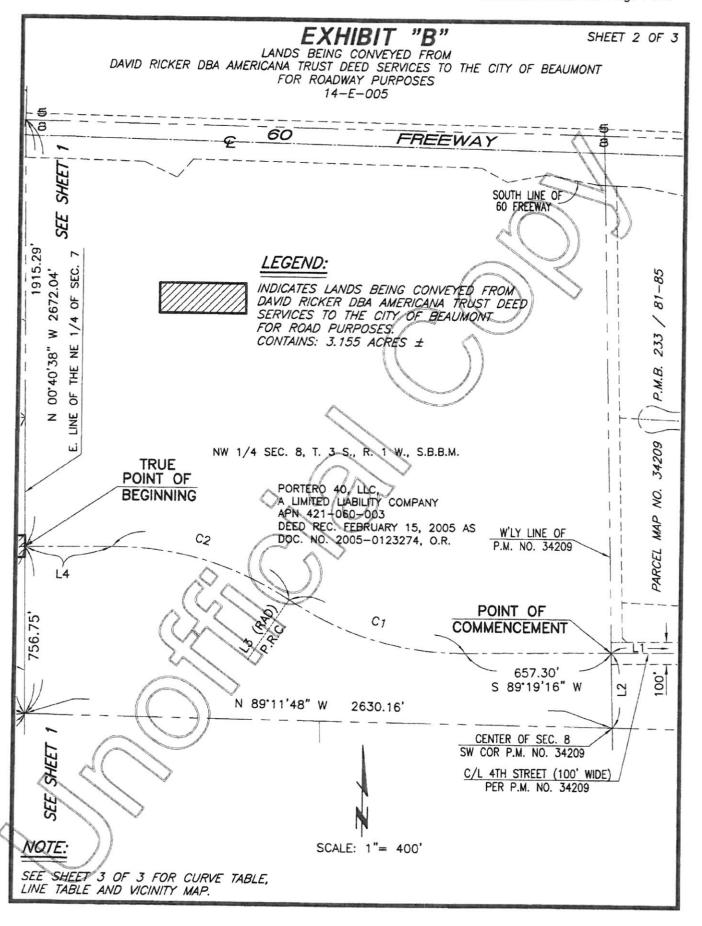
BRIAN L. THENES P.L.S. No. 5750

REG. EXP. 12/31/17

5/4/16 DATE

\* NO. 5750





# EXHIBIT "B"

RECORD DIST./BRG. PER P.M. NO. 34209

625.36'

337.20'

SHEET 3 OF 3

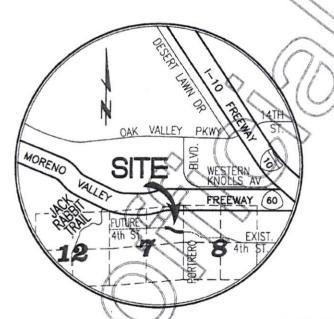
LANDS BEING CONVEYED FROM DAVID RICKER DBA AMERICANA TRUST DEED SERVICES TO THE CITY OF BEAUMONT FOR ROADWAY PURPOSES 14-E-005

LINE TABLE						
LINE #	LENGTH	BEARING				
L1	625.36'	N 89'19'16" E				
L2	337.20'	N 01°22'52" W				
L3	1400.00'	N 33°38'44" E				
L4	389.00'	S 89'19'22" W				
L5	90.00'	S 89'19'22" W				
L6	850.00'	N 35°21'45" E				
L7	208.73'	S 88*53'16" W				

	Cl	JRVE TABLE		
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	34'19'28"	1400.00')	838.71	432.36'
C2	34:19'22"	1400.00	838.66'	432.34
C3	36'02'23"	850.00'	534.66'	276.51
C4	36'28'29"	850.00	541.11	280.08

N 89'18'20" E

N 01°23'48" W



SURVEYOR:

PREPARED UNDER THE SUPERVISION OF:

PREPARED BY

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

VICINITY MAP

VOI TO SCALE

BRIAN L. THIENES P.L.S. NO. 5750 REG. EXP. DEC. 31, 2017

NO. 5750

OF CALL

#### Exhibit A-7

Page 1 of 9

Recording Requested By:

City of Beaumont

When Recorded Mail To:

City of Beaumont City Clerk 550 E. Sixth Street Beaumont, CA 92223 Recorded in Official Records County of Riverside

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Recording Fee: Exempt (Government Code Section 27383

APN NO(S):

DOCUMENTARY TRANSFER TAX: Exempt (Revenue and Taxation Code Section 11922)

#### GRANT DEED (21978-5)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned represents that, as the owner(s) of herein described real property,

ASM Beaumont Investors, LLC, a Delaware limited liability company (Grantor)

Hereby GRANTS to the CITY OF BEAUMONT (Grantee) that certain real property situated in the County of Riverside, State of California.

Hereinafter described as attached Exhibits "A" and "B" ("Property") which are made part of this agreement.

Grantor hereby releases and relinquishes to the Grantee any and all abutter's rights including access rights, appurtenant to Grantor's remaining property in and to any road and/or freeway.

The Grantor, for itself, its successors and assigns, hereby waives any claims for any and all damages to Grantor's remaining property contiguous to the Property hereby conveyed by reason of the location, construction, landscaping or maintenance of any such road and/or freeway.

SIGNATURE OF RECORD OWNER(S) NOTARIZED

Owner ASM Beaumont investors, LLC A Delaware Limited Liability Company **GRANT DEED IS APPROVED** 

By: ARMOUR CAPITAL, LLC, a Delaware limited liability company, its Member

By: ARMOUR BUILDING COMPANY, a

California Corporation, its Manager

frey B Armour

Title: President

MAYOR, CI

Name!

#### ACKNOWLEDGMENT OF NOTARY PUBLIC

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.

L	that document.				
	State of California	)			
	State of <u>California</u> County of <u>Orange</u>	) SS. )		(	
	On June 7, 2017 personally appeared Teffor evidence to be the person(s) we to me that he/she/they execute signature(s) on the instrumen	those name(s) is/are side the same in his/her/s	ubscribed to the value authorized ca	d to me on the bas within instrument a apacity(ies), and the	nd acknowledged at by his/her/their
	executed the instrument.				
	I certify under PENALTY Of paragraph is true and correct.	F PERJURY under the	ne laws of the St	ENAVA RENEE GRE	ENZ
	WITNESS my hand and offici	al seal.		NOTARY PUBLIC - CALIFOR ORANGE COUNTY COMM. EXPIRES OCT. 17, 2	Q
	Signature De Naya Ro	now Trans		(Seal)	
	Notary Pyblic			DENAYA RENEE GR COMM. # 208273: NOTARY PUBLIC - CALIFO ORANGE COUNT COMM. EXPIRES OCT. 17	RNIAD
^					



#### PETER ALDANA COUNTY OF RIVERSIDE ASSESSOR-COUNTY CLERK-RECORDER

Recorder P.O. Box 751 Riverside, CA 92502-0751 (951) 486-7000

www.riversideacr.com

#### CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

	laws of the State of California that
r	Date: 10/19/17

Signature:

Print Name:

ACR 601 (Rev. 09/2005)

Available in Alternate Formats

# EXHIBIT "A" LEGAL DESCRIPTION LAND TO BE CONVEYED FROM ASM BEAUMONT INVESTORS, LLC TO THE CITY OF BEAUMONT



# EXHIBIT" A" LEGAL DESCRIPTION LANDS TO BE CONVEYED FROM ASM BEAUMONT INVESTORS, LLC TO THE CITY OF BEAUMONT FOR ROADWAY PURPOSES

#### **PARCEL 21978-5**

Being a portion of that certain Parcel I described in the Deed of Trust by ASM Beaumont Investors, LLC, recorded on December 28, 2006 as Document No. 2006-0949498, Official Records of Riverside County, situated in the Northeast quarter of Section 7, Township 3 South, Range I West, San Bernardino Base and Meridian, in the unincorporated area of the County of Riverside, State of California, more particularly described as follows:

BEGINNING at the Northeasterly corner of said Parcel 1, lying on the Southerly right-of-way line of Highway 60 as shown on the map of Record of Survey, filed for record on October 7, 2010 in Book 134 of Record of Survey at Pages 91through 101, inclusive, Records of County of Riverside:

THENCE Southerly along the Easterly line of said Parcel 1, South 00°40′ 43" East, 1121.39 feet to the TRUE POINT OF BEGINNING;

THENCE continuing Southerly along said Easterly line of said Parcel 1, South 00°40'43" East, a distance of 47.32 feet, said point also being the Northeast corner of described Parcel in Instrument No. 2008-0533024, recorded October 1, 2008, in the office of Records of said County;

THENCE Westerly leaving said Easterly line along the Northerly line of said Parcel described in Instrument No. 2008-0533024, South 84°59'24" West, a distance of 67.19 feet to a line parallel and 67.00 feet Westerly of said Easterly line;

THENCE Northerly along said parallel line, North 00°40'43" West, a distance of 52.39 feet;

THENCE Northeasterly at right angles to said parallel line, North 89°19'17" East, a distance of 67.00 feet to the TRUE POINT OF BEGINNING.

Bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 6, Epoch 2004.00. Multiply all distances used in the above description by 1.0001028 to obtain ground level distances.

08-Riv-60-PM 28.79-21978-5

CONTAINING: 3,340 square feet, 0.08 acres more or less.

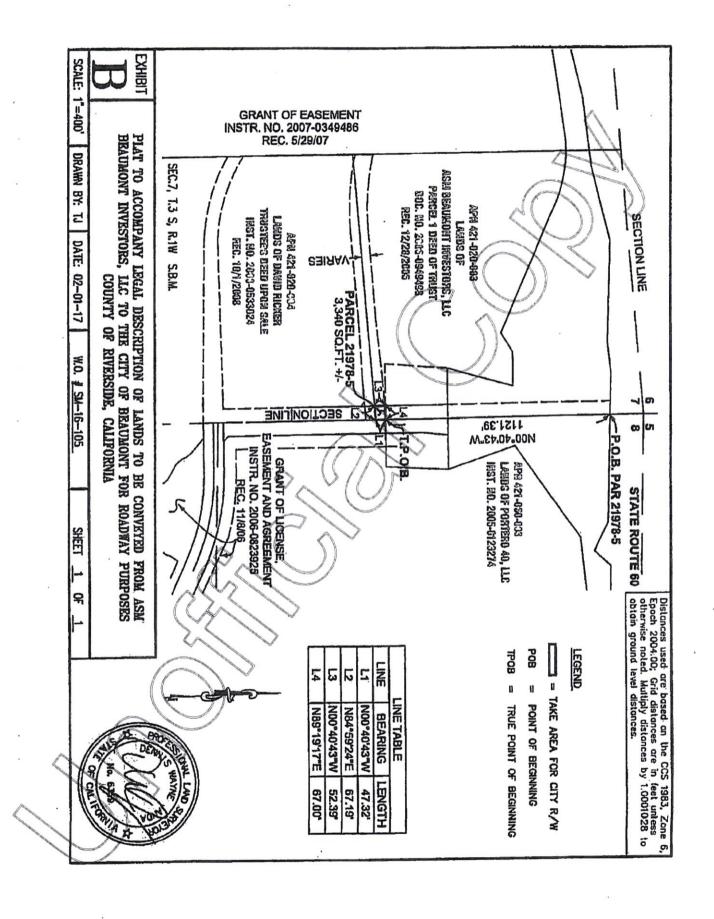
Exhibit "B' attached and by this reference made a part hereof.

DENNIS W. JANDA L.S. 6359 EXPIRES 12-31-2018

08-Riv-60-PM 28.79-21978-5

# EXHIBIT "B" DEPICTION OF LANDS TO BE CONVEYED FROM ASM BEAUMONT INVESTORS, LLC TO THE CITY OF BEAUMONT





#### **CITY OF BEAUMONT**

#### **CERTIFICATE OF ACCEPTANCE**

The City of Beaumont hereby accepts this Grant Deed hereby attached and consents to the recordation of this document as set forth above by the Mayor of the City of Beaumont, on behalf of the Grantee.

City of Beaumont

Mayor, City of Beaumont

06/19/2017 12:45 PM Fee: \$

Page 1 of 9

Recorded in Official Records County of Riverside Peter Aldana Assessor-County Clerk-Record

Exam: Page Adtl Pg DA **PCOR** Misc Long RFD Cent 1st Pg NCOR SMF (NCHG):

Recording Fee: Exempt (Government Code Section 27383)

APN NO(S):

City Clerk 550 E. Sixth Street Beaumont, CA 92223

Recording Requested By: City of Beaumont

When Recorded Mail To:

City of Beaumont

DOCUMENTARY TRANSFER TAX: Exempt (Revenue and Taxation Code Section 11922)

GRANT DEED (21978-1,-2)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ASM Beaumont Investors, LLC, a Delaware limited liability company (Grantor) hereby GRANTS to the CITY OF BEAUMONT ("Grantee") the real property situated in the County of Riverside, State of California described in Exhibits "A" and "B", ("Property") attached hereto and made a part hereof.

Grantor hereby releases and relinquishes to the Grantee any and all abutter's rights including access rights, appurtenant to Grantor's remaining property in and to any road and/or freeway.

The Grantor for itself, its successors and assigns, hereby waives any claims for any and all damages to Grantor's remaining property contiguous to the Property hereby conveyed by reason of the location, construction, landscaping or maintenance of any road and/or freeway.

#### SIGNATURE OF RECORD OWNER(S) NOTARIZED

Owner ASM Beaumont investors, LLC A Delaware Limited Liability Company GRANT DEED IS APPROVED

By: ARMOUR CAPITAL, LLC, a Delaware limited liability company, its Member

By: ARMOUR BUILDING COMPANY, a

California corporation, its Manager

Armour Name

Title: President

Signature: (

MAYOR, CITY OF BEAUMONT

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#### ACKNOWLEDGMENT OF NOTARY PUBLIC

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.

that document.
State of <u>California</u> ) SS.
County of Drange ) SS.
On <u>Tune 1, 2017</u> before me, <u>DeNaya Renee Green</u> , Notary Public, personally appeared <u>Te Hrey R Armour</u> 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.
Signature Notary Public (Seal)
DENAYA RENEE GREEN COMM. # 2082735 NOTARY PUBLIC · CALIFORNIA DO ORANGE COUNTY OCOMM. EXPIRES OCT. 17, 2018

# EXHIBIT "A" LEGAL DESCRIPTION LANDS TO BE CONVEYED FROM ASM BEAUMONT INVESTORS, LLC TO THE CITY OF BEAUMONT EXHIBIT "B"

DEPICTION OF LANDS TO BE CONVEYED FROM ASM BEAUMONT INVESTORS, LLC TO THE CITY OF BEAUMONT



# EXHIBIT" A" LEGAL DESCRIPTION LANDS TO BE CONVEYED FROM ASM BEAUMONT INVESTORS, LLC TO THE CITY OF BEAUMONT FOR ROADWAY PURPOSES

#### PARCEL 21978-1

Being a portion of that certain Parcel 1 described in the Deed of Trust by ASM Beaumont Investors, LLC, recorded on December 28, 2006 as Document No. 2006-0949498, Official Records of Riverside County, situated in the Northeast quarter of Section 7, Township 3 South, Range 1 West, San Bernardino Base and Meridian, in the unincorporated area of the County of Riverside, State of California, more particularly described as follows:

BEGINNING at the Northeasterly corner of said Parcel 1, lying on the Southerly right-of-way line of Highway 60 as shown on the map of Record of Survey, filed for record on October 7, 2010 in Book 134 of Record of Survey at Pages 91 through 101, inclusive, Records of County of Riverside;

THENCE Southerly along the Easterly line of said Parcel 1. South 90°40'43" East, 811.67 feet;

THENCE Westerly leaving said Easterly line the following six (6) courses and distances:

- (1) South 89°19'15" West, 248.18 feet,
- (2) North 15°49'23" East, 341.05 feet,
- (3) South 89°19'15" West, 168,53 feet
- (4) South 58°31'16" West, 1/2,32 feet,
- (5) North 66°37'54" West, 685.81 feet to the beginning of a tangent curve to the left,
- (6) Westerly along the arc of said curve to the left, having a radius of 650.00 feet, through a central angle of 23°46'32", an arc distance of 269.73 feet to the westerly line of said Paccel ;

THENCE Northerly along said Westerly line, North 00°38'22" West, 116.28 feet to said southerly right-of-way line of Highway 60;

THENCE along said Southerly right-of-way line, the following five (5) courses and distances:

- (1) North 82°20'05" East, 83.34 feet,
- (2) North 75°24'24" East, 372.69 feet,
- (3) South 88°33'48" East, 503.21 feet,

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# EXHIBIT" A" LEGAL DESCRIPTION LANDS TO BE CONVEYED FROM ASM BEAUMONT INVESTORS, LLC TO THE CITY OF BEAUMONT FOR ROADWAY PURPOSES

- (4) North 83°29'04" East, 150.68 feet,
- (5) South 88°53'20" East, 207.18 feet to the POINT OF BEGINNING.

CONTAINING: 561,801 square feet, 12.90 acres, more or less.

Exhibit "B' attached and by this reference made a part hereof.

Bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 6, Epoch 2004.00. Multiply all distances used in the above description by 1.0001028 to obtain ground level distances.

This conveyance is made for the purposes of a roadway and /or freeway and the Grantor hereby releases and relinquishes to the Grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property in and to roadway and /or freeway.

#### PARCEL 21978-2

Being a portion of that certain Parce 1 described in the Deed of Trust by ASM Beaumont Investors, LLC, recorded on December 28, 2006 as Document No. 2006-0949498, Official Records of Riverside County, situated in the Northeast quarter of Section 7, Township 3 South, Range 1 West, San Bernardino Base and Meridian, in the unincorporated area of the County of Riverside, State of California, more particularly described as follows:

BEGINNING at the Northeasterly corner of said Parcel 1, lying on the Southerly right-of-way line of Highway 60 as shown on the map of Record of Survey, filed for record on October 7, 2010 in Book 134 of Record of Survey at Pages 91through 101, inclusive, Records of County of Riverside:

THENCE Southerly along the Easterly line of said Parcel 1, South 00°40' 43" East, 811.67 feet to the TRUE POINT OF BEGINNING of the lands herein being described;

THENCE continuing along said Easterly line, South 00°40'43" East, 309.72 feet;

THENCE leaving said Easterly line the following three (3) courses and distances:

- (1) at right angle to said Easterly line, South 89°19' 17" West, 67.00 feet to a line parallel and 67.00 feet Westerly to said Easterly line,
- (2) Northerly along said parallel line, North 00°40'43" West, 309.72 feet,
- (3) North 89°19' 15" East, 67.00 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 20,751 square feet, 0.48 acres, more or less.

Exhibit "B' attached and by this reference made a part hereof.

Bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 6, Epoch 2004.00. Multiply all distances used in the above description by 1,0001028 to obtain ground level distances.

This conveyance is made for the purposes of a roadway and /or freeway and the Grantor hereby releases and relinquishes to the Grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property in and to roadway and /or freeway over and across the course and distance described as"(2) North 08°40'43" West, 309.72 feet" of the previously described 0.48 acres parcel.

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DENNIS W. JANDA

L.S. 6359

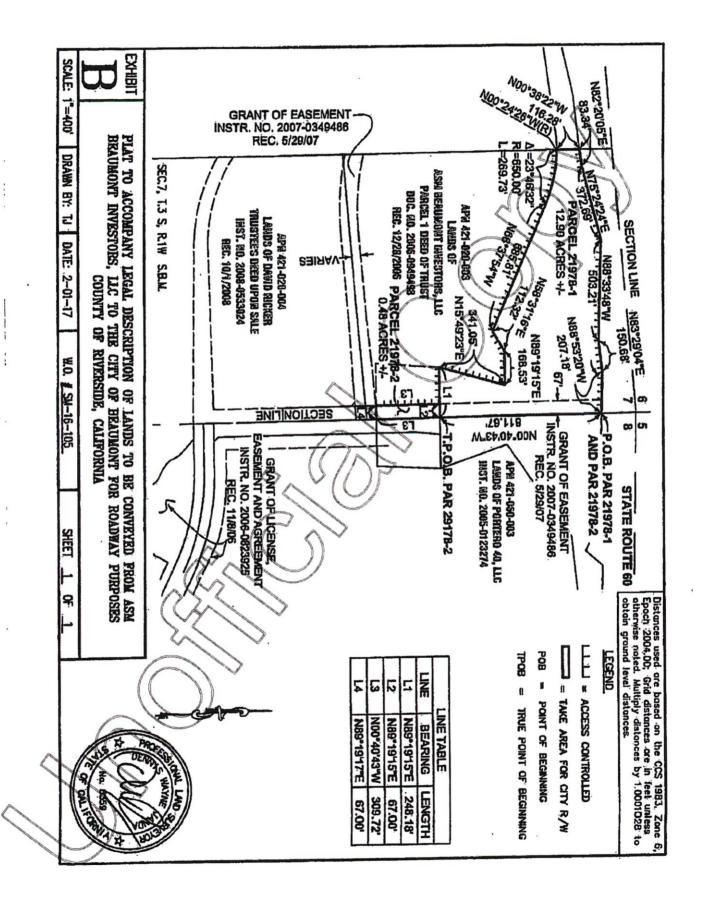
**EXPIRES 12-31-2018** 

DATE



# EXHIBIT "B" DEPICTION OF LANDS TO BE CONVEYED FROM ASM BEAUMONT INVESTORS, LLC TO THE CITY OF BEAUMONT FOR ROADWAY PURPOSES

SEE ATTACHED



#### CITY OF BEAUMONT

#### CERTIFICATE OF ACCEPTANCE

The City of Beaumont hereby accepts this Grant Deed hereby attached and consents to the recordation of this document as set forth above by the Mayor of the City of Beaumont, on behalf of the Grantee.

City of Beaumont

Mayor City of Beaumont