

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,

WHEREAS, COUNTY and CITY disagree as to whether CITY had the authority to accept the offers of dedication within the unincorporated territory of the County of Riverside and nothing herein shall be construed as COUNTY accepting CITY’s position; and,

WHEREAS, CITY’s acceptance of the ACCEPTED PROPERTY and its use as a public right of way (“PUBLIC RIGHT OF WAY”) exposes the COUNTY to potentially costly and time consuming 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 and Costs.*** CITY and the COUNTY shall cooperate in all aspects of any claim, action or proceeding subject to this Agreement. Nothing contained in this Agreement, however, shall be construed to limit the discretion of COUNTY, in the interest of the public welfare, to settle, defend, appeal or to decline to settle or to terminate or forego defense or appeal of any claim, action or proceeding. 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:

CITY:

550 E. Sixth 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, settle the 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:

Chuck Washington
Chair, Board of Supervisors

Dated:

ATTEST:

Kimberly A. Rector
Clerk of the Board

By: _____

—

Deputy

APPROVED AS TO FORM

Minh C. Tran

County Counsel

By: _____

—

CITY:

CITY OF BEAUMONT, a municipal corporation

By:

David Fenn

Mayor

Dated: _____

ATTEST:

Elaine Morgan
City Clerk

By: _____

—

City Attorney

By: _____

—

APPROVED AS TO FORM

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 (Slope Easement)
- Exhibit A2 - Irrevocable Right of Way Offer of Dedication (Caltrans Parcel #21979-1 and #21979-2) – Instrument number 2014-0447477 (Road, Drainage, Public Utility and Public Services Purposes)
- Exhibit A3 - Irrevocable Right of Way Offer of Dedication (Caltrans Parcel #21979-5) – Instrument number 2014-0447478 (Slope Easement)
- Exhibit A4 – Irrevocable Right of Way Offer of Dedication – Instrument number 2016-0227312 (Slope Easement)
- Exhibit A5 – Irrevocable Right of Way Offer of Dedication – Instrument number 2016-0227343 (Slope Easement)
- Exhibit A6 – Irrevocable Right of Way Offer of Dedication – Instrument number 2016-0227375 (Slope Easement)
- 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

Recording Requested By:
City of Beaumont

When Recorded Mail To:
City of Beaumont
City Clerk
550 E. Sixth Street
Beaumont, CA 92223

DOC # 2014-0447476

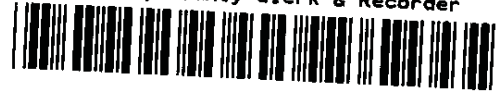
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Page 1 of 6

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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IRREVOCABLE RIGHT OF WAY OFFER OF DEDICATION(21982-1)

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.

SIGNATURE OF RECORD OWNER(S) NOTARIZED		OFFER OF DEDICATION IS APPROVED	
Owner: DAVID RICKER DBA Americana Trust Deed Services By: <u>[Signature]</u>		Signature: <u>[Signature]</u> 10/14/2014 MAYOR, CITY OF BEAUMONT DATE - SEE ATTACHED - ATTEST: <u>[Signature]</u> City Clerk	
Name: <u>David Ricker</u>			
Title: <u>owner</u>			
**SEE ADDITIONAL SHEET(S) FOR NOTARY ACKNOWLEDGEMENT(S)		MAIL TAX STATEMENTS TO: <u>Same as above</u>	



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

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

<http://riverside.asclkrec.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 Obermoeller

Commission #: 2018374

Place of Execution: County of Orange

Date Commission Expires: Apr 7, 2017

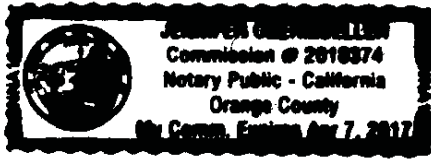
Date: 10/30/14

Signature: Rebecca Deming

Print Name: Rebecca Deming

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Orange
 On 1.9.14 before me, Jennifer Obermoeller, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared David Ricker
Name(s) of Signer(s)



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: Jennifer Obermoeller
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

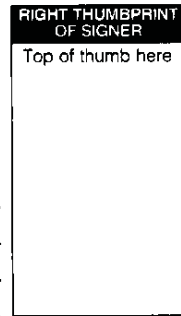
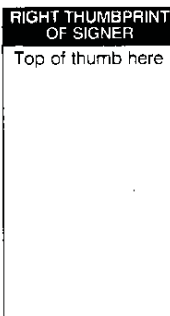
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

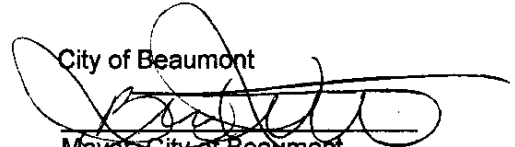
Other: _____ Other: _____

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.

City of Beaumont

Mayor, City of Beaumont

State of California)
County of Riverside)

on 10/14/14 before me Roxann Sherwood, notary
(Insert name and title of officer)

personally appeared Brenda Knight

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 Roxann Sherwood

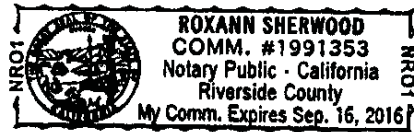


EXHIBIT "A"
LEGAL DESCRIPTION
LANDS TO BE CONVEYED FROM
DAVID RICKER DBA AMERICANA TRUST DEED
SERVICES TO THE CITY OF BEAUMONT
FOR ROADWAY PURPOSES

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, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL;

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 89°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 PARALLEL LINE ALONG SAID NORTHERLY LINE, NORTH 84°59'24" EAST, A DISTANCE OF 67.19 FEET TO THE **POINT OF BEGINNING**.

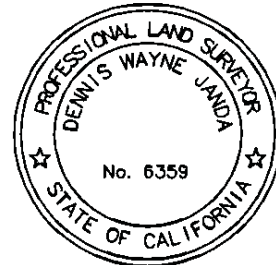
THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1.32 ACRES MORE OR LESS.

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.

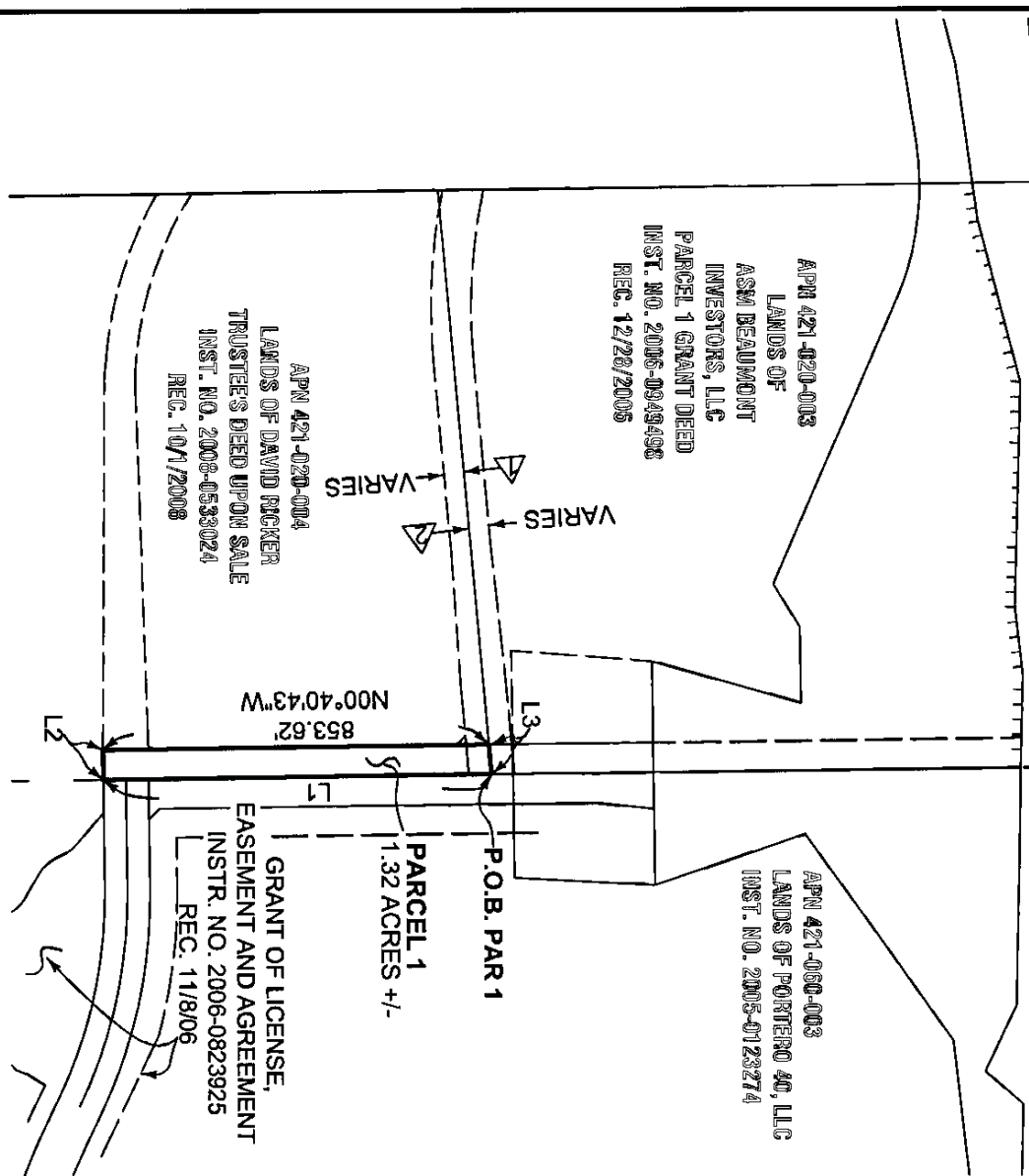

DENNIS W. JANDA
L.S. 6359
EXPIRES 12-31-2014

8 JAN 14
DATE



SECTION LINE

6 5
7 8 STATE ROUTE 60



▲ GRANT OF EASEMENT AND AGREEMENT BY POTRERO 40, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN FAVOR OF CRV-SC BEAUMONT PARTNERS, LP, A CALIFORNIA LIMITED PARTNERSHIP AS INSTRUMENT NO. 2006-0834870, REC. 11/13/06.

▲ AN EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS, EGRESS AND RIGHTS INCIDENTAL THERETO IN FAVOR OF ASM BEAUMONT INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND CRV-SC BEAUMONT PARTNERS, LP, A CALIFORNIA LIMITED PARTNERSHIP AS INSTRUMENT NO. 2007-0349486, REC. 5/29/07.

LINE	BEARING	LENGTH
L1	N00°40'43\"W	858.69'
L2	N89°19'17\"E	67.00'
L3	N84°59'24\"E	67.19'

SEC.7, T.3 S, R.1W S.B.M.

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION OF LANDS TO BE CONVEYED FROM DAVID RICKER DBA AMERICANA TRUST DEED SERVICES TO THE CITY OF BEAUMONT FOR ROADWAY PURPOSES

COUNTY OF RIVERSIDE, CALIFORNIA

SCALE: 1"=400'
DRAWN BY: TJ
DATE: 5-08-12
W.O. # ULC-06-041
SHEET 1 OF 1



Recording Requested By:
City of Beaumont

When Recorded Mail To:
City of Beaumont
City Clerk
550 E. Sixth Street
Beaumont, CA 92223

DOC # 2014-0447477

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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IRREVOCABLE RIGHT OF WAY OFFER OF DEDICATION (21979-1, -2)

C
061

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: Name: Scott Krentel Title: Its Manager	Signature: MAYOR, CITY OF BEAUMONT DATE: 10/4/2014
	ATTEST: _____, City Clerk
**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, on behalf of the Grantee.

City of Beaumont



Mayor, City of Beaumont

State of California)
County of Riverside)

On 10/14/14 before me Roxann Sherwood, notary
(Insert name and title of officer)

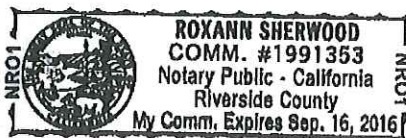
personally appeared Brenda Knight

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 Roxann Sherwood



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On July 24, 2014 before me,

TINA D. HAMBLETON A NOTARY PUBLIC
Here Insert Name and Title of the Officer
Scott Krentel
Name(s) of Signer(s)

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/hot/their authorized capacity(ies), and that by his/hot/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 _____

Tina D Hambleton
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Reversible Right of Way Dedication (219791-2)

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION
LANDS TO BE CONVEYED FROM
PORTERO 40, LLC TO THE CITY OF BEAUMONT
FOR ROADWAY PURPOSES

PARCEL 21979-1

Being a portion of that certain Parcel 1 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 Northwestern 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 00°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,

EXHIBIT "A"
LEGAL DESCRIPTION
LANDS TO BE CONVEYED FROM
PORTERO 40, LLC TO THE CITY OF BEAUMONT
FOR ROADWAY PURPOSES

(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 1 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 Northwestern 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 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:

EXHIBIT "A"
LEGAL DESCRIPTION
LANDS TO BE CONVEYED FROM
PORTERO 40, LLC TO THE CITY OF BEAUMONT
FOR ROADWAY PURPOSES

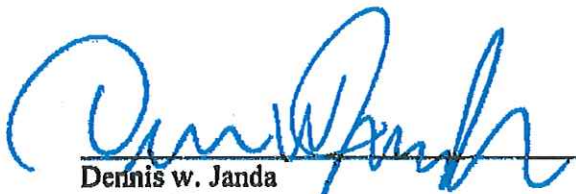
- (1) at right angle to said Westerly line, North 89°19'17" East, 67.00 feet to a line parallel and 67.00 feet Easterly to said Westerly line;
- (2) Northerly along said parallel line, North 00°40'43" West, 187.91 feet,
- (3) North 06°17'55" East, 122.71 feet,
- (4) South 89°19'15" West, 81.91 feet to 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 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 12-31-2014

24 JULY 14
Dated



P.O.B. 21979-1
 AND 21979-2
 APN 421-020-003
 N00°40'43"W 811.67'
 N88°53'20"W 530.61'
 PARCEL 21979-1 8.83 AC +/-
 N64°36'35"E 564.17'
 N18°57'45"W 349.93'
 PARCEL 21979-2 10.50 AC +/-
 N83°41'19"E 909.54'
 N88°53'20"W 1292.67'
 N89°57'54"E 426.70'
 EXIST 4.3 R/W

APN 421-060-003
 LANDS OF PORTERO 40, LLC
 DOC. NO. 2005-0123274
 REC. 2/15/05

COUNTY OF RIVERSIDE
 UNINCORPORATED
 AREA

SECTION 7
 SECTION LINE 7-8
 INSTR. 2006-0823925
 REC. 11/8/2006
 SEC. 8, T. 3 S, R. 1 W S.B.M.

LINE	BEARING	LENGTH
L1	N43°28'54"W	125.09'
L2	N67°55'34"E	145.24'
L3	N61°02'16"W	132.70'
L4	N41°06'25"E	109.99'
L5	N64°37'42"W	163.70'
L6	N89°19'15"E	252.07'
L7	N89°19'15"E	81.91'
L8	N89°19'17"E	67.00'
L9	N06°17'55"E	122.71'
L10	N00°40'43"W	187.91'
L11	N00°40'43"W	309.72'

LEGEND
 L L L L = ACCESS CONTROLLED
 [] = TAKE AREA
 POB = POINT OF BEGINNING
 TPOB = TRUE POINT OF BEGINNING

LEGEND
 1 AN EASEMENT FOR PIPELINES AND RIGHTS INCIDENTAL THERETO IN FAVOR OF FOUR CORNERS PIPE LINE COMPANY, AS SET FORTH IN BK. 2148, PG. 544, O.R., REC. 9/17/57 (NOT PLOTTABLE)

EXHIBIT B
 PLAT TO ACCOMPANY LEGAL DESCRIPTION OF LANDS TO BE CONVEYED FROM PORTERO 40, LLC TO THE CITY OF BEAUMONT FOR ROADWAY PURPOSES
 COUNTY OF RIVERSIDE, CALIFORNIA

SCALE: 1"=400'
 DRAWN BY: TJ
 DATE: 9-14-12
 W.O. # U.C-06-041
 SHEET 1 OF 1



Distances used are based on the CCS 1983, Zone 6, Epoch 2004.00; Grid distances are in feet unless otherwise noted. Multiply distances by 1.0007028 to obtain ground level distances.

Recording Requested By:
City of Beaumont

When Recorded Mail To:
City of Beaumont
City Clerk
550 E. Sixth Street
Beaumont, CA 92223

DOC # 2014-0447478

11/21/2014 01:32P Fee:NC

Page 1 of 5

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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N/A					T:	CTY	UNI	Jes	

IRREVOCABLE RIGHT OF WAY OFFER OF DEDICATION (21979-5)

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, 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.



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.

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

By: Beaumont 1600, LLC Manager

By: _____

Name: Scott Krentel

Title: Its Manager

OFFER OF DEDICATION IS APPROVED

Signature: *[Signature]* 10/4/2014
MAYOR, CITY OF BEAUMONT DATE

— SEE ATTACHED —

ATTEST: *[Signature]*

City Clerk

**SEE ADDITIONAL SHEET(S) FOR NOTARY ACKNOWLEDGEMENT(S)

MAIL TAX STATEMENTS TO:

Same as above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California, }
 County of Riverside }
 On July 24, 2014 before me, TINA D. HAMBLETON A NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
 personally appeared Scott Krentel
Name(s) of Signer(s)

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/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

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 Tina D. Hambleton
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Revocable Right of Way Deed (21979-5)

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

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.

City of Beaumont

Mayor, City of Beaumont

State of California)
County of Riverside)

On 10/14/14 before me Roxann Sherwood, notary
(Insert name and title of officer)

personally appeared Brenda Knight

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 Roxann Sherwood

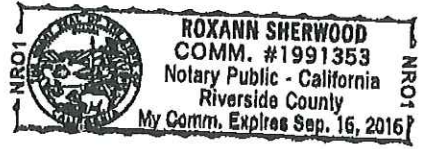


EXHIBIT "A"
LEGAL DESCRIPTION
LANDS TO BE CONVEYED FROM
PORTERO 40, LLC TO THE CITY OF BEAUMONT
FOR ROADWAY PURPOSES

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 00°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.



 24 JULY 14
Dennis w. Janda Dated
L.S. 6359
Expires 12-31-2014

STATE ROUTE 60

EXIST
R/W

APN 421-020-003

POTRERO BLVD.

APN 421-060-003
LANDS OF PORTERO 40, LLC
DOC. NO. 2005-0123274
REC. 2/15/05

COUNTY OF RIVERSIDE
UNINCORPORATED
AREA

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°19'17"E	67.00'
L2	N89°19'10"E	67.00'

PARCEL
21979-5
1.39 AC +/-

T.P.O.B.

SECTION
LINE

P.O.B.
PARCEL 21979-5

INST. 2006-0823925
REC. 11/8/2006

SEC. 8, T. 3 S, R. 1 W S.B.M.

- LEGEND
- ||| = ACCESS CONTROLLED
 - ▭ = TAKE AREA
 - POB = POINT OF BEGINNING
 - TPOB = TRUE POINT OF BEGINNING

EXHIBIT
B

PLAT TO ACCOMPANY LEGAL DESCRIPTION OF LANDS TO BE CONVEYED FROM PORTERO
40, LLC TO THE CITY OF BEAUMONT FOR ROADWAY PURPOSES
COUNTY OF RIVERSIDE,
CALIFORNIA

SCALE: 1"=400' DRAWN BY: TJ DATE: 3-20-13 W.O. # ULC-06-041 SHEET 1 OF 1



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
Received by: MARIA VICTORIA #411

Recording Requested By:
City of Beaumont


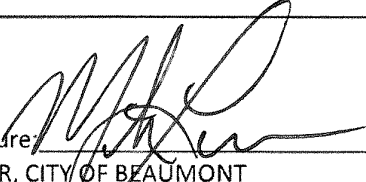
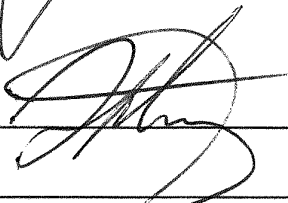
When Recorded Mail To:
City of Beaumont
City Clerk
550 E. Sixth Street
Beaumont, CA 92223

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** (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.

SIGNATURE OF RECORD OWNER(S) NOTARIZED	
Owner:	OFFER OF DEDICATION IS APPROVED
By: 	
Name: <u>NEIL BRANDT</u>	Signature:  <u>5/20/2016</u> MAYOR, CITY OF BEAUMONT DATE
Title: <u>Manager</u>	
By: _____	ATTEST:  _____, City Clerk
Name: _____	
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 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

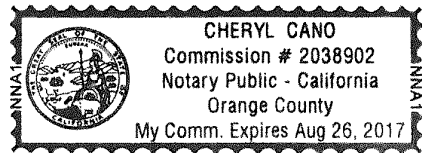
On 03.01.16 before me, Cheryl Cano, Notary Public
(insert name and title of the officer)

personally appeared Neil Brandom
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 Cheryl Cano (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 4TH 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 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 541.11 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' 01" 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"
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° 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, IF ANY.

DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.



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

5/4/16
DATE

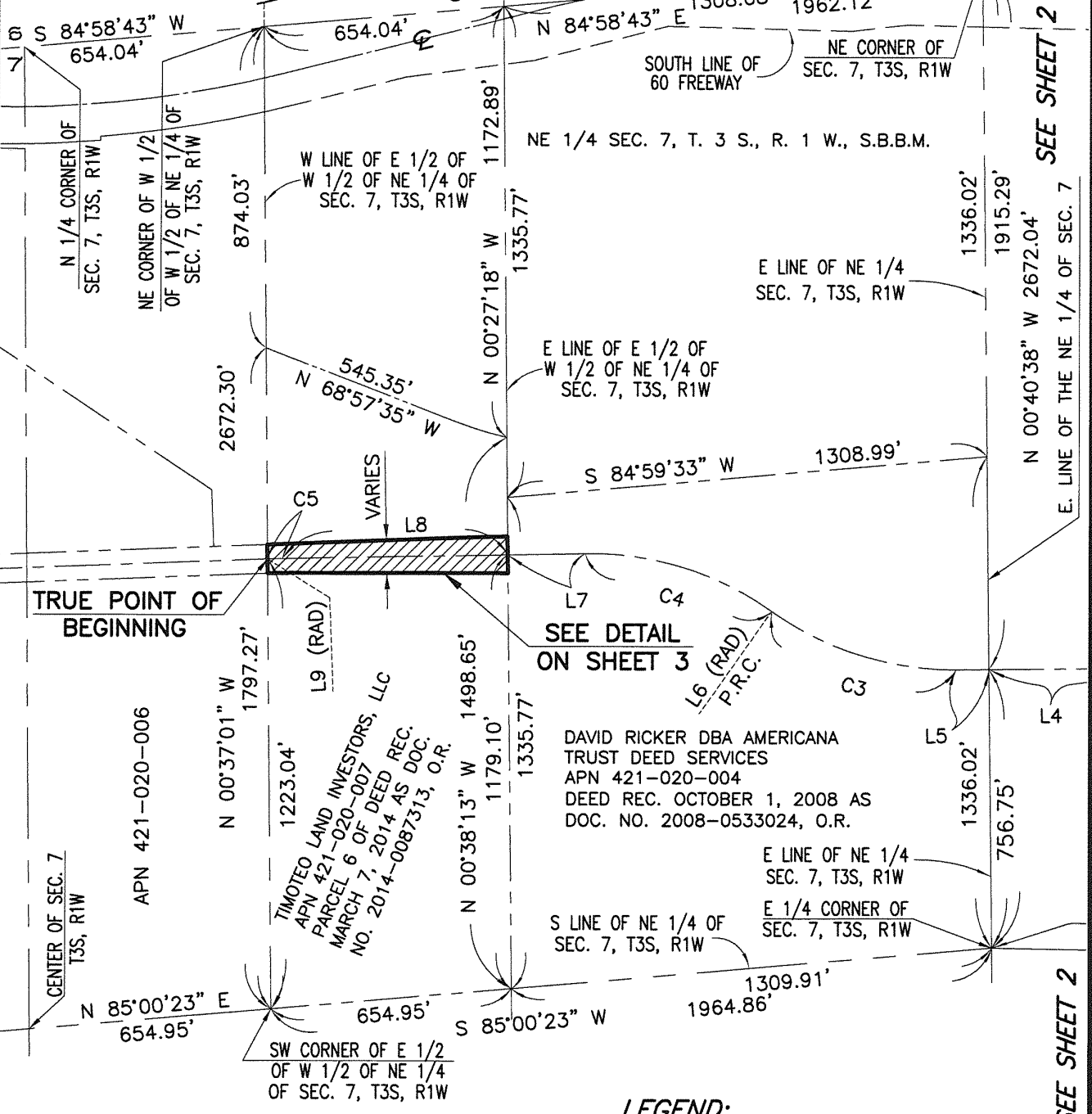


EXHIBIT "B"

SHEET 1 OF 3

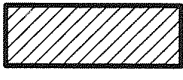
LANDS BEING CONVEYED FROM
TIMOTEO LAND INVESTORS, LLC TO THE CITY OF BEAUMONT
FOR ROADWAY PURPOSES
14-D-007

SCALE: 1" = 400'



NOTE:

SEE SHEET 3 OF 3 FOR CURVE TABLE, LINE TABLE, VICINITY MAP AND DETAIL.



LEGEND:

INDICATES LANDS BEING CONVEYED FROM TIMOTEO LAND INVESTORS, LLC TO THE CITY OF BEAUMONT FOR ROAD PURPOSES. CONTAINS: 1.337 ACRES ±

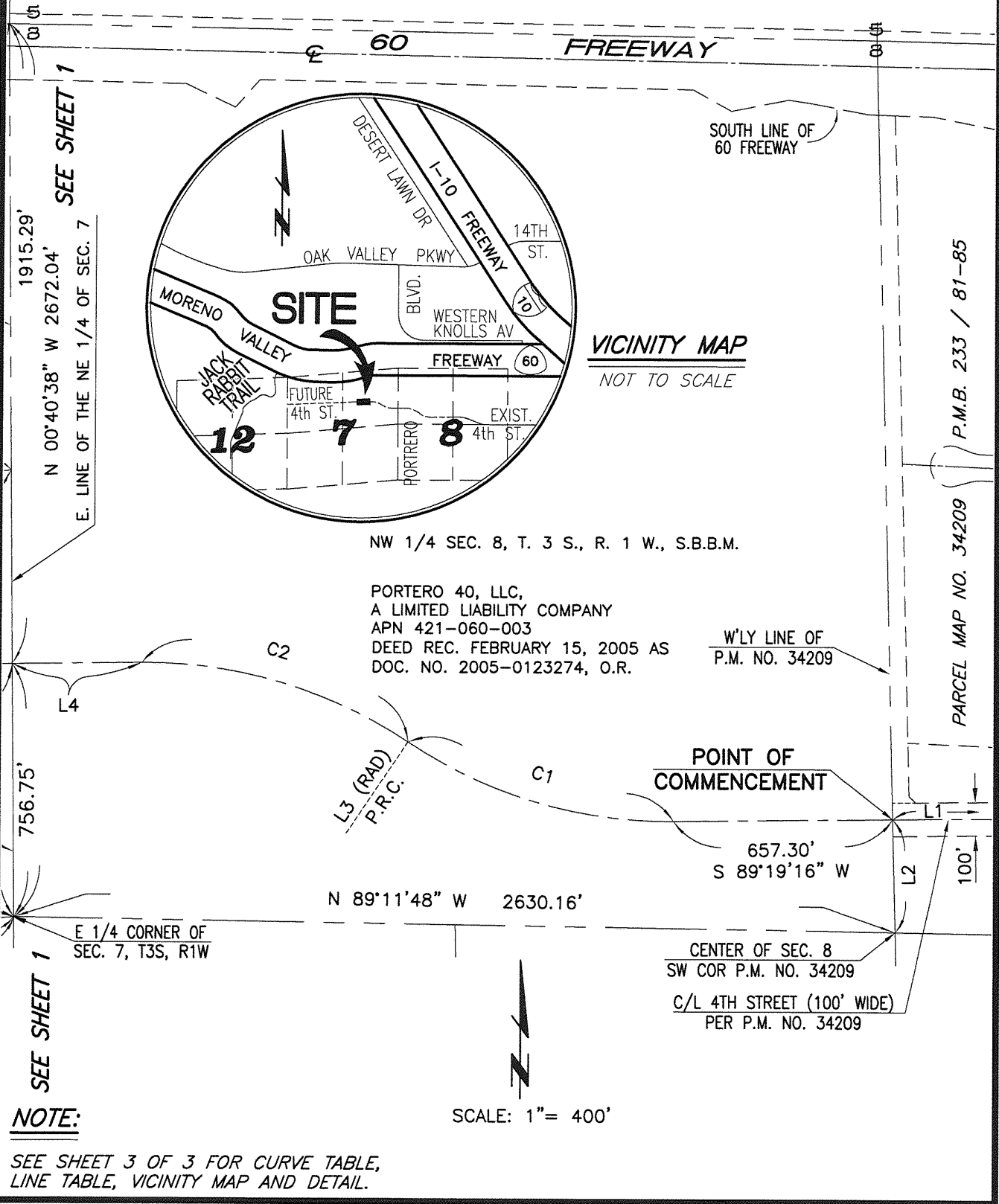
SEE SHEET 2

SEE SHEET 2

EXHIBIT "B"

SHEET 2 OF 3

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



VICINITY MAP
NOT TO SCALE

NW 1/4 SEC. 8, T. 3 S., R. 1 W., S.B.B.M.

PORTERO 40, LLC,
A LIMITED LIABILITY COMPANY
APN 421-060-003
DEED REC. FEBRUARY 15, 2005 AS
DOC. NO. 2005-0123274, O.R.

W'LY LINE OF
P.M. NO. 34209

POINT OF COMMENCEMENT

657.30'
S 89°19'16" W

N 89°11'48" W 2630.16'

CENTER OF SEC. 8
SW COR P.M. NO. 34209
C/L 4TH STREET (100' WIDE)
PER P.M. NO. 34209

SCALE: 1" = 400'

NOTE:

SEE SHEET 3 OF 3 FOR CURVE TABLE,
LINE TABLE, VICINITY MAP AND DETAIL.

SEE SHEET 1
1915.29'
N 00°40'38" W 2672.04'
E. LINE OF THE NE 1/4 OF SEC. 7

SEE SHEET 1
756.75'
E 1/4 CORNER OF
SEC. 7, T3S, R1W

PARCEL MAP NO. 34209
P.M.B. 233 / 81-85

EXHIBIT "B"

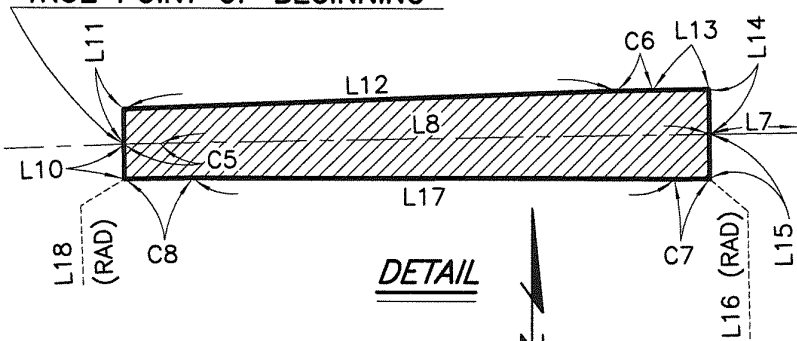
SHEET 3 OF 3

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

LINE 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
L8	612.69'	S 88°53'16" W
L9	2000.00'	N 02°15'27" W
L10	39.02'	N 00°37'01" W
L11	39.02'	N 00°37'01" W
L12	549.14'	N 87°44'33" E
L13	62.73'	N 88°53'16" E
L14	50.00'	S 00°38'13" E
L15	50.00'	S 00°38'13" E
L16	2050.00'	S 01°06'44" E
L17	536.94'	S 89°58'53" W
L18	1961.00'	N 02°15'27" W

CURVE 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'
C5	01°08'43"	2000.00'	39.98'	19.99'
C6	01°08'43"	2050.00'	40.98'	20.49'
C7	01°05'37"	2050.00'	39.13'	19.56'
C8	02°14'19"	1961.00'	76.62'	38.32'

TRUE POINT OF BEGINNING



SCALE: 1" = 200'

LEGEND:



INDICATES LANDS BEING CONVEYED FROM
TIMOTEO LAND INVESTORS, LLC
TO THE CITY OF BEAUMONT
FOR ROAD PURPOSES.
CONTAINS: 1.337 ACRES ±

SURVEYOR:

PREPARED UNDER THE SUPERVISION OF:

[Handwritten Signature]

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

5/4/16
DATE



PREPARED BY:

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

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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

Recording Requested By:

City of Beaumont

When Recorded Mail To:

City of Beaumont

City Clerk

550 E. Sixth Street

Beaumont, CA 92223

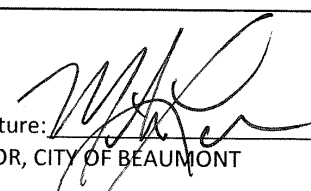
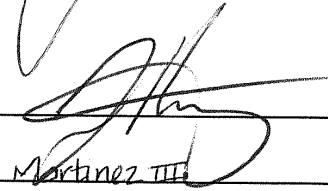
This document was electronically submitted to the County of Riverside for recording
Received by: SOPHIA #466

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 Liability Co.	OFFER OF DEDICATION IS APPROVED
By: Beaumont 1600, LLC, Its Manager	
Name: Scott H. Krentel	Signature:  6/20/2016
Title: Manager of Beaumont	MAYOR, CITY OF BEAUMONT DATE
By: _____	ATTEST: 
Name: _____	Julio Martinez III, City Clerk
Title: _____	
**SEE ADDITIONAL SHEET(S) FOR NOTARY ACKNOWLEDGEMENT(S)	MAIL TAX STATEMENTS TO:

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

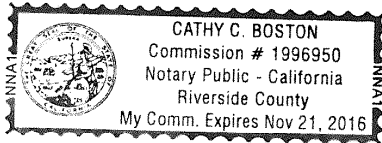
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of RIVERSIDE)
On April 2, 2016 before me, CATHY C. BOSTON, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Scott H. Krentel
Name(s) of Signer(s)

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 C. Boston
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document IRREVOCABLE Right of
Title or Type of Document: Way Offer of Dedication Document Date: 4/2/16
Number of Pages: 1 Signer(s) Other Than Named Above: Mayor, City of Beaumont

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CORPORATE RESOLUTION

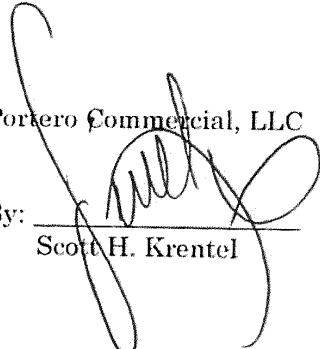
PORTERO COMMERCIAL, LLC a limited liability corporation

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:

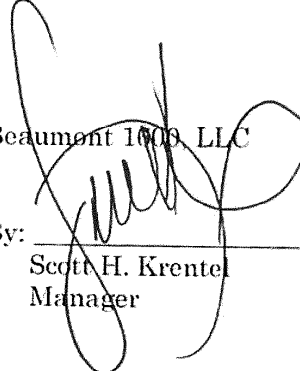
WHEREAS, it is necessary to execute certain documents necessary for the business operations of the corporation.

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: 

Scott H. Krentel

Beaumont 1600, LLC
By: 

Scott H. Krentel
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 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 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 4TH 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, IF ANY.

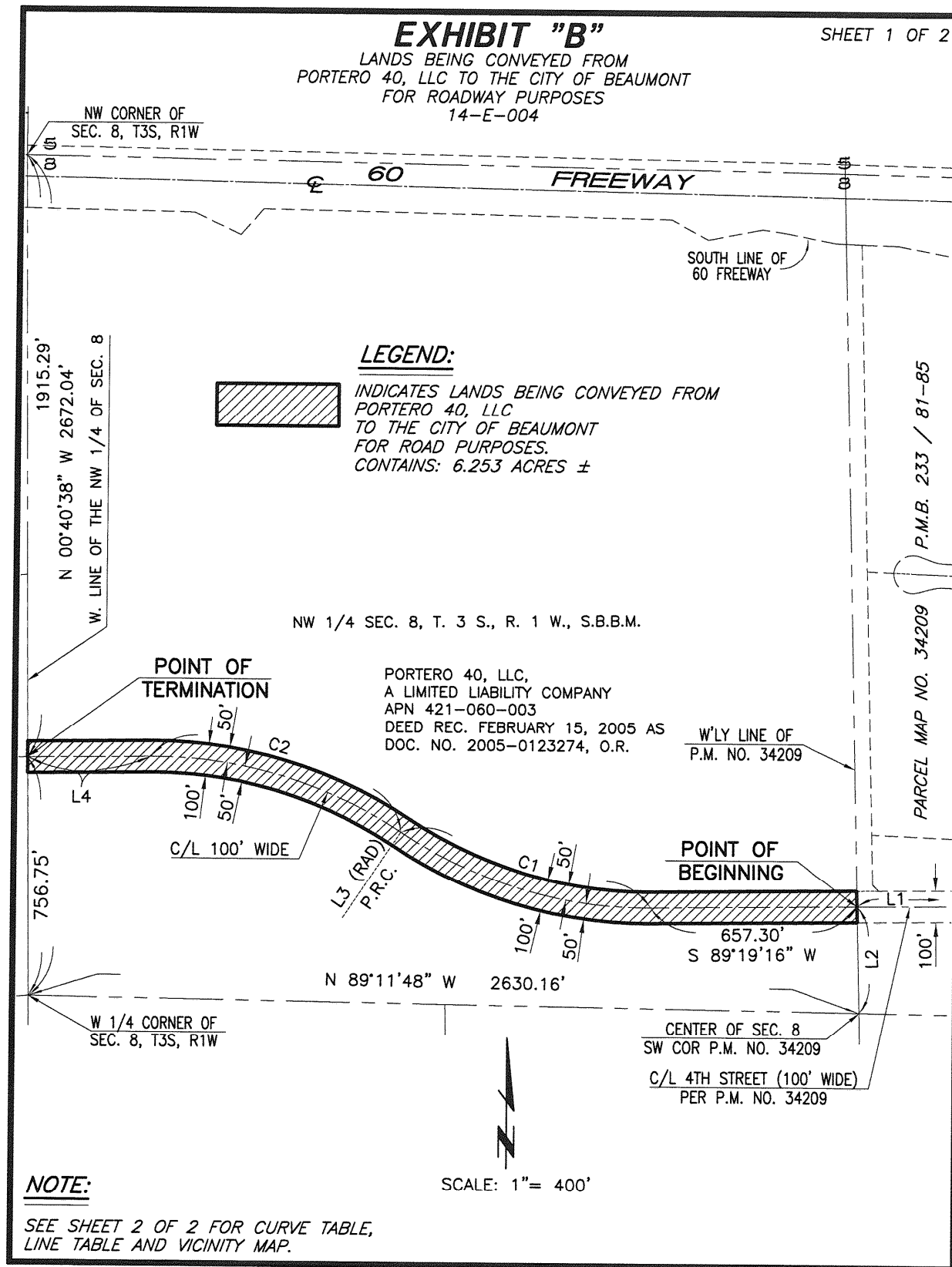
DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.



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

5/4/16
DATE





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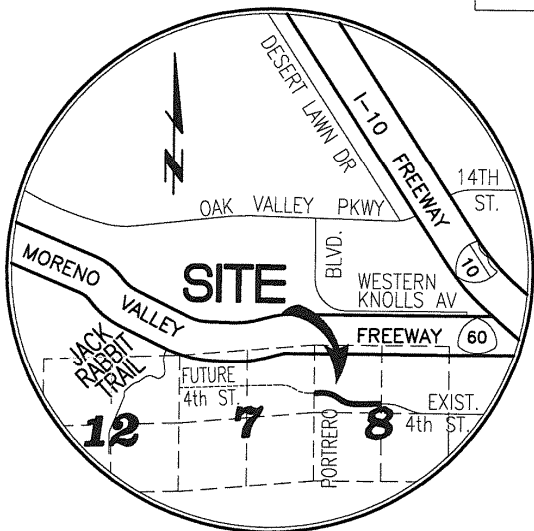
EXHIBIT "B"

SHEET 2 OF 2

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

LINE TABLE			RECORD DIST./BRG. PER P.M. NO. 34209
LINE #	LENGTH	BEARING	
L1	625.36'	N 89°19'16" E	625.36' N 89°18'20" E
L2	337.20'	N 01°22'52" W	337.20' N 01°23'48" W
L3	1400.00'	N 33°38'44" E	
L4	389.00'	S 89°19'22" W	

CURVE 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'



VICINITY MAP
 NOT TO SCALE

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

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

5/4/16
 DATE



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

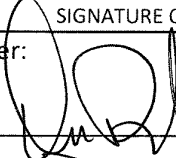
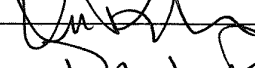
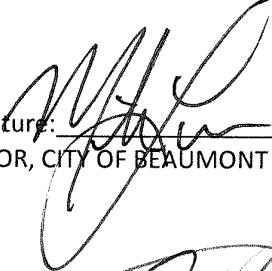
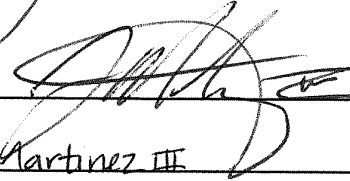
**This document was electronically submitted
to the County of Riverside for recording**
Received by: LISA #580

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.

SIGNATURE OF RECORD OWNER(S) NOTARIZED	
Owner: 	OFFER OF DEDICATION IS APPROVED
By: 	
Name: <u>David Ricker dba Americana</u>	
Title: <u>Owner</u>	
By: _____	Signature:  <u>5/20/2016</u> MAYOR, CITY OF BEAUMONT DATE
Name: _____	ATTEST: 
Title: _____	<u>Julio Martinez III</u> , 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

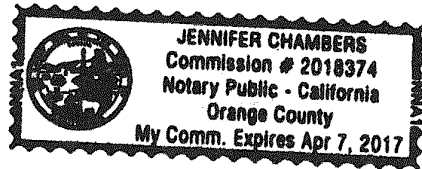
On February 24, 2016 before me, Jennifer Chambers, Notary Public
(insert name and title of the officer)

personally appeared Dave Ricker,
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 Jennifer Chambers (Seal)



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 4TH 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 541.11 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, IF ANY.

DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.


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

5/4/16
DATE

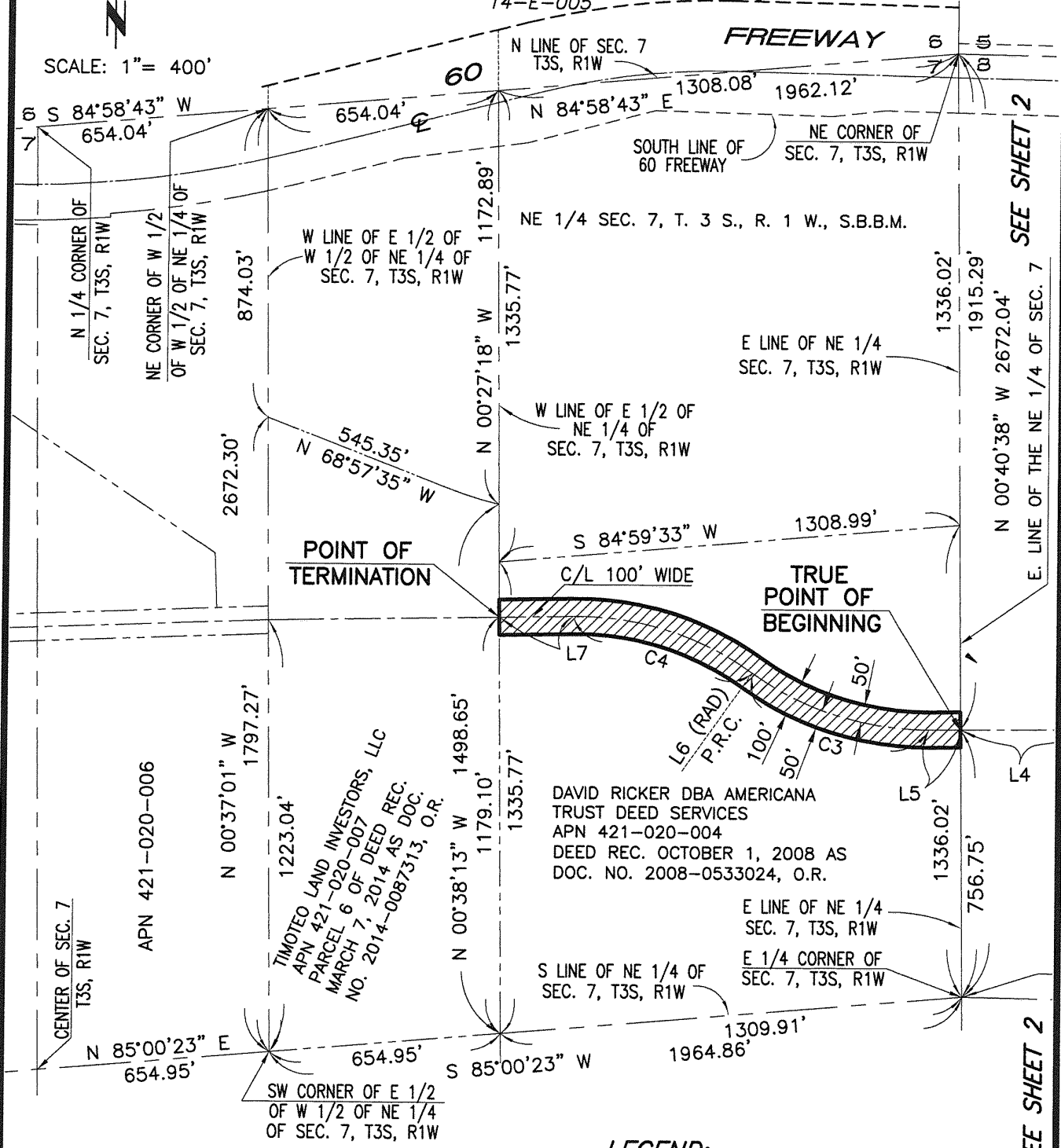


EXHIBIT "B"

SHEET 1 OF 3

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

SCALE: 1" = 400'



SEE SHEET 2

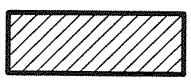
SEE SHEET 2

SEE SHEET 2

TIMOTEO LAND INVESTORS, LLC
 APN 421-020-007
 PARCEL 6 OF DEED REC.
 MARCH 7, 2014 AS DOC.
 NO. 2014-0087313, O.R.

DAVID RICKER DBA AMERICANA
 TRUST DEED SERVICES
 APN 421-020-004
 DEED REC. OCTOBER 1, 2008 AS
 DOC. NO. 2008-0533024, O.R.

LEGEND:



INDICATES LANDS BEING CONVEYED FROM
 DAVID RICKER DBA AMERICANA TRUST DEED
 SERVICES TO THE CITY OF BEAUMONT
 FOR ROAD PURPOSES.
 CONTAINS: 3.155 ACRES ±

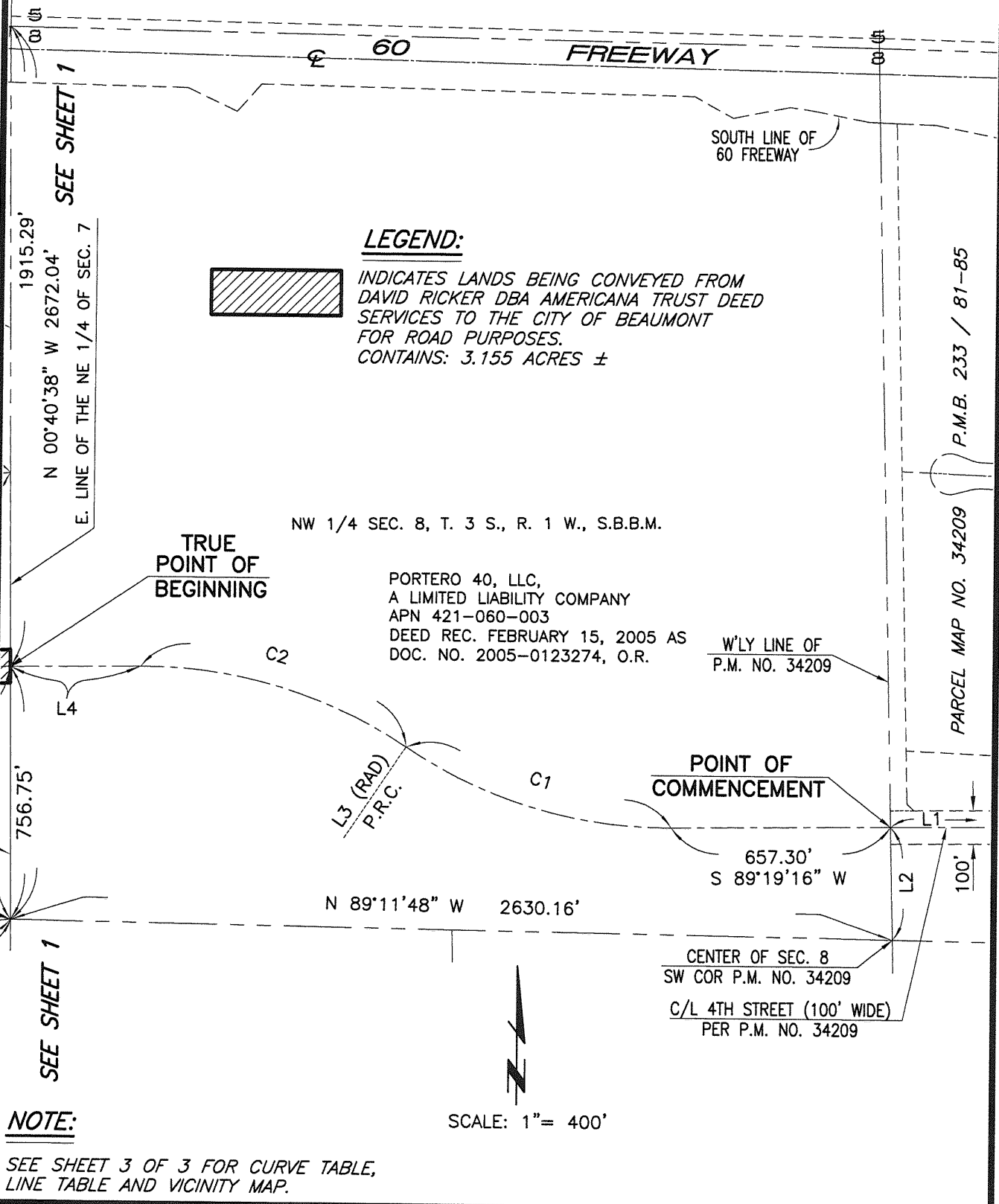
NOTE:

SEE SHEET 3 OF 3 FOR CURVE TABLE,
 LINE TABLE AND VICINITY MAP.

EXHIBIT "B"

SHEET 2 OF 3

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



LEGEND:



INDICATES LANDS BEING CONVEYED FROM
 DAVID RICKER DBA AMERICANA TRUST DEED
 SERVICES TO THE CITY OF BEAUMONT
 FOR ROAD PURPOSES.
 CONTAINS: 3.155 ACRES ±

NW 1/4 SEC. 8, T. 3 S., R. 1 W., S.B.B.M.

PORTERO 40, LLC,
 A LIMITED LIABILITY COMPANY
 APN 421-060-003
 DEED REC. FEBRUARY 15, 2005 AS
 DOC. NO. 2005-0123274, O.R.

W'LY LINE OF
 P.M. NO. 34209

POINT OF
 COMMENCEMENT

657.30'
 S 89°19'16" W

CENTER OF SEC. 8
 SW COR P.M. NO. 34209

C/L 4TH STREET (100' WIDE)
 PER P.M. NO. 34209

SCALE: 1" = 400'

NOTE:

SEE SHEET 3 OF 3 FOR CURVE TABLE,
 LINE TABLE AND VICINITY MAP.

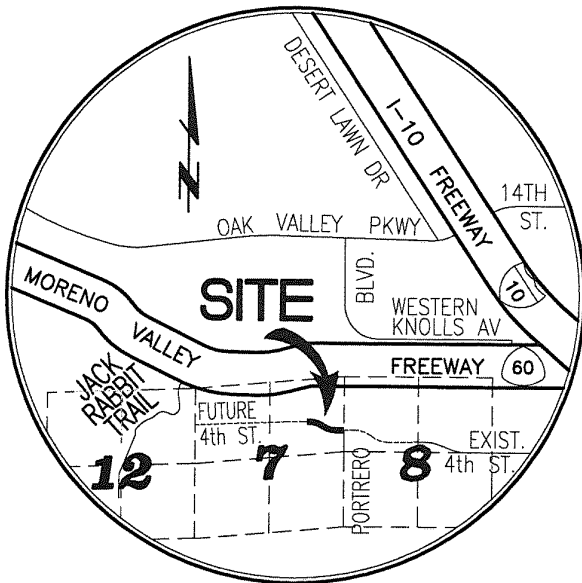
EXHIBIT "B"

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	RECORD DIST./BRG. PER P.M. NO. 34209
L1	625.36'	N 89°19'16" E	625.36' N 89°18'20" E
L2	337.20'	N 01°22'52" W	337.20' N 01°23'48" 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	

CURVE 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'



VICINITY MAP
 NOT TO SCALE

SURVEYOR:

PREPARED UNDER THE SUPERVISION OF:

[Handwritten Signature]

5/4/16
 DATE

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



PREPARED BY:

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

Recording Requested By:
City of Beaumont

When Recorded Mail To:

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

2017-0244840

06/19/2017 12:46 PM

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Peter Aldana
County Of Riverside
Assessor-County Clerk-Recorder

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

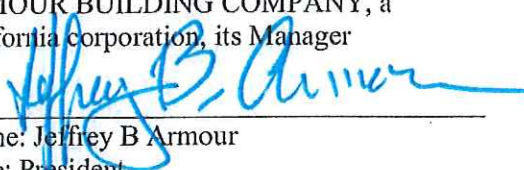
Owner ASM Beaumont investors, LLC
A Delaware Limited Liability Company

GRANT DEED IS APPROVED

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

By: ARMOUR BUILDING COMPANY, a
California corporation, its Manager

Signature: 
MAYOR, CITY OF BEAUMONT DATE

By: 
Name: Jeffrey B Armour
Title: President

ATTEST: 
Andreeanna Pfeiffer, City Clerk

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.

State of California)
) SS.
County of Orange)

On June 7, 2017 before me, De Naya Renee Green, Notary Public, personally appeared Jeffrey B. Armour 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 De Naya Renee Green
Notary Public



(Seal)



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

SEE ATTACHED

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 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 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.

 2 FEB 17
DENNIS W. JANDA DATE
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

SEE ATTACHED

Distances used are based on the CGS 1983, Zone 6, Epoch 2004.00; grid distances are in feet unless otherwise noted. Multiply distances by 1.0001028 to obtain ground level distances.

SECTION LINE 6 7 8 5 STATE ROUTE 60 P.O.B. PAR 21978-5

GRANT OF EASEMENT
INSTR. NO. 2007-0349486
REC. 5/29/07

APN 421-020-093
LANDS OF:
ASM BEAUMONT INVESTORS, LLC
PARCEL 1 DEED OF TRUST
DOC. NO. 2005-0949498
REC. 12/20/2005

APN 421-020-024
LANDS OF DAVID RICKER
TRUSTEE'S DEED UPON SALE
INST. NO. 2004-0533024
REC. 10/1/2003

PARCEL 21978-5
3,340 SQ. FT. +/-

N00°40'43"W
1121.39'
APN 421-020-083
LANDS OF PORTERO 40, LLC
INST. NO. 2005-0123274

GRANT OF LICENSE,
EASEMENT AND AGREEMENT
INSTR. NO. 2006-0823925
REC. 11/8/05

SEC. 7, T. 3 S, R. 1 W S.B.M.

LINE	BEARING	LENGTH
L1	N00°40'43"W	47.32'
L2	N84°59'24"E	67.19'
L3	N00°40'43"W	52.39'
L4	N89°19'17"E	67.00'

LEGEND
 [Symbol] = TAKE AREA FOR CITY R/W
 POB = POINT OF BEGINNING
 TP OB = TRUE POINT OF BEGINNING

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION OF LANDS TO BE CONVEYED FROM ASM BEAUMONT INVESTORS, LLC TO THE CITY OF BEAUMONT FOR ROADWAY PURPOSES COUNTY OF RIVERSIDE, CALIFORNIA

SCALE: 1"=400' DRAWN BY: TJ DATE: 02-01-17 W.O. # SM-16-105 SHEET 1 OF 1

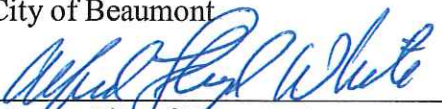


CITY OF BEAUMONT

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

Recording Requested By:
City of Beaumont

When Recorded Mail To:

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

2017-0244842

06/19/2017 12:46 PM

Customer Copy Label

The paper to which this label is affixed
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Peter Aldana
County Of Riverside
Assessor-County Clerk-Recorder

Recording Fee: Exempt (Government Code Section 27383)

APN NO(S):

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

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

By: ARMOUR BUILDING COMPANY, a
California corporation, its Manager

By: Jeffrey B. Armour
Name: Jeffrey B. Armour
Title: President

GRANT DEED IS APPROVED

Signature: [Signature]
MAYOR, CITY OF BEAUMONT DATE

ATTEST: Andreanna Pfeiffer
Andreanna Pfeiffer, City Clerk

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.

State of California)
) SS.
County of Orange)

On June 7, 2017 before me, Denaya Renee Green, Notary Public, personally appeared Jeffrey B. Armour 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 Denaya Renee Green
Notary Public

(Seal)



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

SEE ATTACHED

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 $00^{\circ}40'43''$ East, 811.67 feet;

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

- (1) South $89^{\circ}19'15''$ West, 248.18 feet,
- (2) North $15^{\circ}49'23''$ East, 341.05 feet,
- (3) South $89^{\circ}19'15''$ West, 168.53 feet,
- (4) South $58^{\circ}31'16''$ West, 112.32 feet,
- (5) North $66^{\circ}37'54''$ 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 $23^{\circ}46'32''$, an arc distance of 269.73 feet to the westerly line of said Parcel 1;

THENCE Northerly along said Westerly line, North $00^{\circ}38'22''$ 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 $82^{\circ}20'05''$ East, 83.34 feet,
- (2) North $75^{\circ}24'24''$ East, 372.69 feet,
- (3) South $88^{\circ}33'48''$ East, 503.21 feet,

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 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 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,

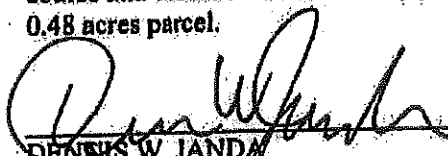
(3) North 89°19' 15" East, 67.00 feet to the **TRUE POINT OF BEGINNING**.

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 00°40'43" West, 309.72 feet" of the previously described 0.48 acres parcel.


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

2 FEB 17
DATE

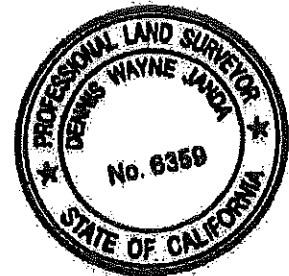


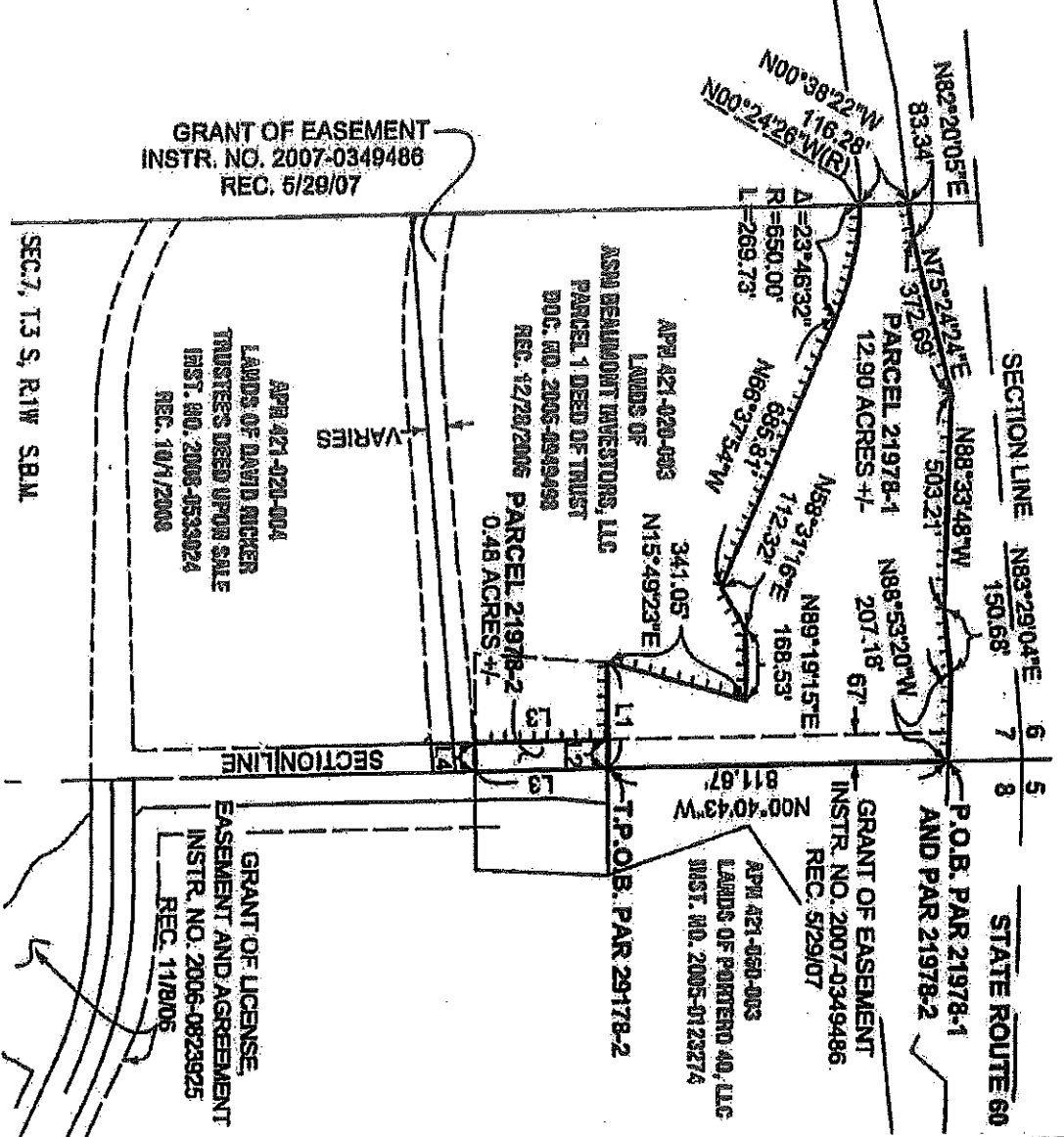
EXHIBIT "B"
DEPICTION OF LANDS TO BE CONVEYED FROM
ASM BEAUMONT INVESTORS, LLC TO THE CITY OF BEAUMONT
FOR ROADWAY PURPOSES

SEE ATTACHED

EXHIBIT B

SCALE 1"=400' **DRAWN BY: TJ** **DATE: 2-01-17** **W.O. # SA-16-105** **SHEET 1 OF 1**

PLAT TO ACCOMPANY LEGAL DESCRIPTION OF LANDS TO BE CONVEYED FROM ASM BEAUMONT INVESTORS, LLC TO THE CITY OF BEAUMONT FOR ROADWAY PURPOSES COUNTY OF RIVERSIDE, CALIFORNIA

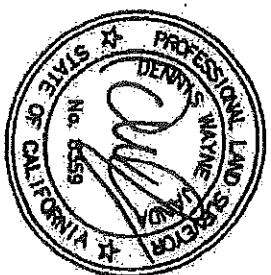


Distances used are based on the CCS 1983, Zone 6, Epoch 2004.00. Grid distances are in feet unless otherwise noted. Multiply distances by 1.0001028 to obtain ground level distances.

LEGEND

- ||| = ACCESS CONTROLLED
- [] = TAKE AREA FOR CITY R/W
- P.O.B. = POINT OF BEGINNING
- T.P.O.B. = TRUE POINT OF BEGINNING

LINE	BEARING	LENGTH
L1	N89°19'15"E	248.18'
L2	N89°19'15"E	67.00'
L3	N00°40'45"W	309.72'
L4	N89°19'17"E	67.00'

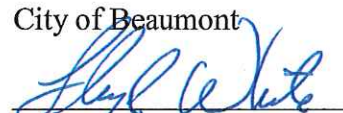


CITY OF BEAUMONT

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