

## REVOCABLE ENCROACHMENT PERMIT AGREEMENT

THIS REVOCABLE ENCROACHMENT PERMIT AGREEMENT (“Agreement”) is dated June     , 2025 (“Effective Date”), by and between the CITY OF BEAUMONT (“City”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and Miguel Mendoza (“Citizen”) whose address is 1085 Palm Avenue, Beaumont, California 92223. City and Citizen may be individually referred to herein as “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, Citizen is a resident of the City of Beaumont and Citizen has constructed a fence (“Fence”) on a portion of City’s right-of-way located at 1085 Palm Avenue, Beaumont California 92223 (“Property”), as depicted in the Encroachment Permit Application attached hereto as Exhibit “A”; and

WHEREAS, Citizen has applied for and obtained an Encroachment Permit (“Permit”) from City to allow the Fence to remain on the Subject Property until revoked by City as described herein; and

WHEREAS, City is willing to grant the Permit to Citizen, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.
2. Grant of Revocable Encroachment Permit. City hereby grants to Citizen a revocable encroachment permit to maintain the Fence on the Property, subject to the terms and conditions set forth in this Agreement.
3. Term and Termination. This Agreement shall commence on the date first written above and shall continue in effect until terminated, with or without cause, or for no cause, at any time by City upon ninety (90) days' written notice to Citizen.
4. Citizen’s Obligations.

4.1 Maintenance and Removal. Citizen shall be responsible for the ongoing maintenance and repair of the Fence, including all costs associated with such maintenance, repairs, and any necessary replacements. Citizen shall keep the Fence in good condition and repair at all times. Upon ninety (90) days' written notice from City, Citizen shall remove the Fence or any portion thereof at Citizen's sole cost and expense.

4.2 Liability and Indemnification. Citizen shall hold City harmless and assume all liability for any and all claims, demands, suits, actions, proceedings, judgments, costs, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by City arising out of or in any way related to the Fence or this Agreement.

Citizen shall defend, indemnify, and hold City harmless from and against any and all such claims, demands, suits, actions, proceedings, judgments, costs, and expenses arising out of or in any way related to the Fence or this Agreement.

5. Revocability. This Agreement and the Permit granted hereunder are revocable by City at any time upon ninety (90) days' written notice to Citizen, at City's sole discretion. Upon revocation, Citizen shall remove the Fence or any portion thereof at the Citizen's sole cost and expense.

6. Encroachment Permit. Citizen's signed Encroachment Permit Application is incorporated herein and Citizen shall maintain the Permit in good standing throughout the term of this Agreement.

7. Compliance with Laws. Citizen shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in connection with the Fence and this Agreement, including but not limited to the City of Beaumont's zoning ordinances and building codes.

8. No Vested Rights. Nothing in this Agreement shall be construed as granting Citizen any vested rights in Property or City's right-of-way. Citizen acknowledges that this Agreement creates a revocable license only and does not constitute an easement or any other property interest.

9. Reservation of Rights. City reserves any and all rights it may have now or in the future to legally regulate or otherwise condition the use of the Fence and related improvements. City's agreement hereto is not a waiver of and is without prejudice to any right, power or authority City may have under law.

10. Assignment. Citizen shall not assign, transfer, or convey this Agreement or any rights hereunder without the prior written consent of City, which may be withheld in City's sole discretion.

11. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to City:

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

If to Citizen:

Miguel Mendoza  
1085 Palm Avenue  
Beaumont, CA 92223

12. Governing Law and Venue. This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The Parties agree that the venue in any litigation between them shall be in Riverside County, California.

13. Severability. If any section, paragraph, sentence and/or provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable section, paragraph, sentence and/or provision or by its severance from this Agreement.

14. Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and shall not be deemed a waiver of any subsequent breach or default of the terms or conditions of this Agreement.

15. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral. This Agreement may not be modified or amended except by a written instrument signed by both Parties.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Revocable Encroachment Permit Agreement as of the date first written above.

CITY OF BEAUMONT

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

Miguel Mendoza

By: *Miguel Mendoza* \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_  
City Attorney

**EXHIBIT "A"**  
ENCROACHMENT PERMIT APPLICATION

[ATTACHED BELOW]