

**AGREEMENT FOR PURCHASE AND SALE  
AND ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS (this “**Agreement**”) is dated as of July 15, 2025, and is entered into by and between the CITY OF BEAUMONT, a general law city (“**Buyer**”), and Douglas C. Jones, an individual, and Terrence B. Jones, an individual (collectively “**Seller**”).

**RECITALS**

A. Seller is the owner of the real property consisting of approximately 0.326 acres (15,682 square feet) of vacant and unimproved land (Assessor Parcel Numbers 418-091-013, 418-091-014, 418-091-015 and a portion of 418-091-016) located in the City of Beaumont, County of Riverside, State of California legally described in Exhibit “A” (the “**Property**”).

B. After approval of its due diligence review of the property, Buyer will take steps necessary to create a separate legal parcel for a portion of Assessor’s Parcel Number 418-091-016 with a total area of approximately 1,715 square feet, which includes the existing cell tower facility including setback/access areas on the north and east along with an additional 6 feet on the south which will be retained by Seller and is known as the Retained Property (defined below in Section 5.1) with the balance after severing the Retained Property being the deemed the “**Property**”.

C. The Parties acknowledge that the Buyer’s acquisition of the Property, pursuant to this Agreement, is under threat of condemnation by Buyer.

D. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, the mutual terms and covenants hereinafter set forth, and the Independent Consideration described in Section 1.2.2 below, and for other consideration, the sufficiency of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

1. SALE AND PURCHASE PRICE.

1.1 Sale and Purchase. Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property upon the terms and conditions hereafter set forth.

1.2 Purchase Price; Consideration for Agreement; Deposit.

1.2.1 The purchase price (“**Purchase Price**”) for the Property shall be Two Hundred Ninety-Seven Thousand Dollars (\$297,000.00).

1.2.2 Notwithstanding anything in this Agreement to the contrary, upon execution of this Agreement by Buyer and Seller, Ten Dollars (\$10.00) shall be delivered by Buyer to Escrow Agent for delivery to Seller as non-refundable independent contract consideration (the “**Independent Consideration**”), which is in addition to the Purchase Price, and which amount has been bargained for and agreed to as consideration for Seller’s execution and delivery of this Agreement and for the rights and privileges granted to Buyer herein, including, without limitation, any and all rights granted to Buyer to terminate this Agreement during certain periods hereunder. If Buyer elects to terminate this Agreement for any reason other than Seller’s default, Seller shall retain the Independent Consideration. The Independent Consideration shall not be applicable towards the Purchase Price.

1.2.3 Within five (5) business days after the date on which escrow is opened under Section 4.1 below, Buyer shall deliver Eight Thousand Nine Hundred and Ten Dollars (\$8,910.00), to the Escrow Holder to be deposited in an interest-bearing account and held as an earnest money deposit under the Escrow pursuant to the terms and provisions hereof (which earnest money deposit, together with the interest thereon, is herein called the “**Deposit**”). The Deposit shall be: (i) applicable to the Purchase Price upon the Close of Escrow; (ii) refunded to Buyer if the Close of Escrow does not occur due to a failure of a condition to closing or termination by Buyer permitted by this Agreement (including a termination under Section 13 below), or if Seller defaults and Buyer does not elect the remedy of specific performance; and (iii) retained by the Seller as liquidated damages in accordance with the following if Buyer defaults.

If Buyer breaches any obligation hereunder which Buyer is to perform prior to the Close of Escrow, and Buyer fails to cure such breach within ten (10) business days after delivery of written notice from Seller, then Seller may terminate this Agreement and the Escrow by giving written notice of such termination to Buyer and Escrow Holder, and the Deposit shall then be retained by Seller as liquidated damages for Buyer's uncured default, as Seller's sole and exclusive remedy for Buyer's uncured default.

IF CLOSING FAILS TO OCCUR SOLELY BECAUSE OF BUYER'S UNCURED DEFAULT, SELLER WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES, BUT SUCH DAMAGES WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN. BUYER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE SHOULD BUYER BREACH THIS AGREEMENT. BOTH BUYER AND SELLER WISH TO AVOID THE COSTS AND LENGTHY DELAYS THAT WOULD RESULT IF SELLER FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. IF CLOSING FAILS TO OCCUR BECAUSE OF BUYER'S UNCURED DEFAULT, THEN THE

DEPOSIT SHALL BE DEEMED TO CONSTITUTE A REASONABLE AND FINAL ESTIMATE OF SELLER'S DAMAGES AND SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES AS SELLER'S SOLE AND EXCLUSIVE REMEDY. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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BUYER'S INITIALS

  
\_\_\_\_\_  
SELLER'S INITIAL

  
\_\_\_\_\_  
SELLER'S INITIAL

2. TITLE. TITLE REVIEW PROCESS.

2.1 General. Title to the Property shall be conveyed by a grant deed in the form attached hereto as Exhibit "B" and shall be evidenced by the issuance to Buyer of a CLTA Standard Coverage Form of Owner's Policy of Title Insurance (or an ALTA Extended Coverage Form Policy, if Buyer elects such coverage) ("**Title Policy**"), and the cost of the Title Policy shall be borne by Seller as described in Section 4.8 below. The Title Policy shall be issued by Chicago Title ("**Title Company**"), with liability in the full amount of the Purchase Price, insuring title to the Property as vested in Buyer, free and clear of all liens and encumbrances and other matters affecting title to the Property, except the lien for assessments not yet due, and title exceptions which Buyer has approved in writing as Approved Title Exceptions.

2.2 ALTA Survey. Buyer may hire a land surveyor for the purpose of preparing an ALTA survey for the Property ("**Survey**"). Buyer shall complete and object to any matters of Survey in writing to the Seller in accordance with the procedures of Section 2.3 herein.

2.3 Title Review: Cure. Within five (5) days of Opening of Escrow, Seller shall have Title Company deliver a preliminary title report together with copies of all exceptions specified therein and a map plotting all easements (the "**Title Report**"). Buyer will have sixty (60) days from the date it receives the Title Report (the "**Title Review Period**") to approve or disapprove any title matters disclosed by the Title Report. If Buyer is dissatisfied with any exception to title as disclosed in the Title Report, in Buyer's sole and arbitrary discretion, then Buyer may, by giving notice to Seller and Escrow Agent within the Title Review Period ("**Buyer's Objection Notice**"), either:

a) Terminate this Agreement, in which case the Deposit shall be returned to Buyer; or

b) Provisionally accept title subject to Seller's removal of any disapproved matters, exceptions or objections (the "**Disapproved Items**"), in which case Seller may, within five (5) days following receipt of Buyer's Objection Notice (the "**Title Cure Period**"), agree to remove some or all of the Disapproved Items prior to Closing or obtain endorsements to the Title Policy in form satisfactory to Buyer insuring against the Disapproved Items, by giving Buyer written notice ("**Seller's Cure Notice**") of the specific Disapproved Items which Seller agrees to so remove or endorse over (the "**Cure Items**"). If, during the Title Cure Period, Seller does not timely agree to remove or endorse over all of the Disapproved Items, then, at Buyer's election by written notice given within five (5) days following expiration of the Title Cure Period (i) this Agreement will be terminated and the Deposit refunded to Buyer, or (ii) Buyer may waive the Disapproved Items that Seller elected not to agree to remove or endorse over, and such matters shall be deemed Approved Title Exceptions, as defined in Section 2.3(d) below. If, within such 5-day period, Buyer fails to waive in writing the Disapproved Items that Seller elected not to agree to remove or endorse over, Buyer will be deemed to have elected to terminate this Agreement.

c) Title to the Property will be conveyed to Buyer at the Closing subject only to the Approved Title Exceptions as defined below. Notwithstanding anything in this Agreement to the contrary, Seller agrees that title to the Property shall, at Closing, be free and clear of all monetary liens and encumbrances (other than the lien for current real property taxes and assessments not yet due and payable), including, but not limited to, any deeds of trust or mechanics liens, and all of such liens and encumbrances are hereby deemed to be Cure Items for the purposes of this Section 2, and Buyer need not give any Buyer's Objection Notice as to those items. Seller agrees that all such monetary liens and encumbrances, regardless of the amount, will be released from the Property by Seller at Seller's sole expense on or before the Closing.

d) If Buyer does not (1) accept in writing the condition of title in whole, or (2) accept title provisionally as set forth in in Section 2.3(b) as disclosed by the Title Report within the Title Review Period and the Title Cure Period if applicable, the Title Report shall be deemed disapproved by Buyer and this Agreement shall automatically terminate, and upon such termination, the Deposit shall be returned to Buyer. For purposes of this Agreement "**Approved Title Exceptions**" means:

- i) Non-delinquent real property taxes and assessments (which shall be prorated at Closing pursuant to Section 4.7 below);
  - ii) those matters approved or deemed approved by Buyer in accordance with this Section 2, which are disclosed in the Title Report (other than the "standard exceptions") and the Survey, if obtained by Buyer; and
  - iii) any other matters approved by Buyer in writing.
- e) Any requirements specified in the Title Report for the issuance of the Title Policy, together with any other requirements imposed by Escrow Agent on either or both Buyer or Seller for the issuance of the Title Policy, to the extent they are reasonable and customary in Riverside County, California, are referred to herein as the "**Title Requirements**".

2.4 Acts After Date of Agreement. During the period from the date of this Agreement through the Close of Escrow or earlier termination by Buyer in accordance with Section 3.4, Seller shall not record or permit to be recorded any document or instrument relating to the Property without the prior written consent of the Buyer, which consent may be withheld in Buyer's sole and absolute discretion.

2.5 Possession; Removal of Personal Property. Possession of the Property shall be delivered to Buyer upon the Close of Escrow. Seller shall remove all personal property prior to the Close of Escrow. Seller shall deliver the Property free of occupancy by any third party currently occupying the Property.

### 3. PHYSICAL INSPECTION DUE DILIGENCE; INSPECTION PERIOD.

3.1 Seller Deliverables; Inspection Period. Within fifteen (15) days of the Opening of Escrow, Seller shall deliver all reports, surveys and data relating to the environmental, geological, soil, and or/or physical condition of the Property and any improvements thereon in the possession of Seller or its agents ("**Seller's Deliverables**"). Seller agrees to reasonably cooperate with Buyer in connection with its investigation of Seller's Deliverables and all other matters pertaining to the Property. Buyer shall have until ninety (90) days after the Buyer's receipt from Seller of both the Title Report and the Seller's Deliverables for the Property to complete the Buyer's inspections and approve or disapprove the condition of the Property ("**Inspection Period**").

3.2 Buyer's Right to Enter and Inspect the Property and Complete Physical Testing. Buyer may conduct, at Buyer's sole expense, such inspections of Property, including engineering surveys, geotechnical inspections, and surface or sub-surface testing of the Property, including any improvements thereon, soils and ground water, as Buyer may desire or deem appropriate, in Buyer's sole discretion, to determine the suitability of the Property for Buyer's intended use. Such

tests and inspections shall include a Phase I and possibly a Phase II environmental investigation which may require borings in the Property for the purpose of taking soils samples to be tested for hazardous waste or contamination.

3.3 License to Enter, Buyer Restoration of Property and Indemnity. In conducting such physical inspections and testing, the Buyer shall endeavor to minimize damage to the Property, and any improvements thereon, and shall, in the event escrow fails to close, return the Property, including the improvements thereon, if any, substantially to its condition prior to Buyer's inspections and testing. Seller hereby grants to Buyer and its authorized employees, representatives, agents and contractors, permission and a license to enter upon the Property at all reasonable times prior to the end of the Inspection Period for the purpose of conducting such inspections and testing. In the event the Property is occupied by any person(s) other than Seller, Seller shall make arrangements with such person(s) to ensure access by Seller its authorized employees, representatives, agents and contractors in order to conduct the inspections and testing pursuant to this Section. Buyer shall indemnify, protect, defend (with legal counsel reasonably acceptable to Seller) and hold Seller harmless from and against any and all claims, liabilities, losses, damages, costs and expenses arising from, related to or caused by, Buyer's entry upon the Property or the performance of any inspection or test conducted by or at the request of Buyer or its contractors or agents. Notwithstanding the forgoing, Buyer shall have no liability whatsoever for the results of its testing including discovery of any defects with the Property including, but not limited to, soil contamination by hazardous substances.

3.4 Notice of Approval or Disapproval. In the event Buyer determines the Property is suitable for its intended use, then Buyer will provide written notice to Seller prior to the end of the Inspection Period ("**Notice of Approval**"). If the Buyer determines the Property is not suitable for its intended use, then Buyer may terminate this Agreement by written notice to Seller ("**Notice of Disapproval**") given prior to the end of the Inspection Period.

#### 4. ESCROW.

4.1 Escrow Holder. The escrow shall be opened with Title Company (sometimes referred to herein in that capacity as "**Escrow Holder**") using Chicago Title, within five (5) business days after the execution of this Agreement by Buyer and Seller depositing an executed copy or executed counterparts of this Agreement with Escrow Holder. This document shall be considered as the escrow instructions between the parties, with such further instructions as Escrow Holder requires in order to clarify the duties and responsibilities of Escrow Holder or that are sent to Escrow Holder in writing by either party, but such unilateral escrow/closing instructions must be consistent with this Agreement.

4.2 Close of Escrow. For the purposes of this Agreement, "Close of Escrow" shall be the date on which a grant deed for the Property in favor of Buyer is recorded in the Official Records of the Riverside County Recorder's Office. The closing shall occur no later than sixty (60) days

after Buyer delivers Notice of Approval in accordance with Section 3.4 above. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer at the Close of Escrow.

Escrow Holder shall prepare a preliminary settlement statement for approval by Buyer and Seller prior to the Close of Escrow, showing the sources and uses of all funds, and all prorations and costs.

4.3 Seller Required to Deliver. Before the Close of Escrow, Seller shall deposit into escrow the following:

4.3.1 A grant deed conveying the Property to Buyer, in the form attached hereto as Exhibit "B", duly executed by Seller and acknowledged (the "**Grant Deed**");

4.3.2 A California 593 certificate and federal non-foreign affidavit (with respect to Seller); and

4.3.3 Any other documents reasonably required by Escrow Holder or the Title Company to be deposited by Buyer to carry out this escrow.

4.4 Buyer Required to Deliver. On or before the Close of Escrow, Buyer shall deposit into escrow the following (properly executed and acknowledged, if applicable):

4.4.1 An executed and acknowledged "Certificate of Acceptance" in the form attached to the Grant Deed (attached hereto as Exhibit "B");

4.4.2 The remainder of the Purchase Price; and

4.4.3 Any other documents reasonably required by Escrow Holder to be deposited by Buyer to carry out this escrow.

4.5 Conditions to the Close of Escrow. Escrow shall not close unless and until both parties have deposited with Escrow Holder all sums and documents required to be deposited as provided in this Agreement. Additionally, Buyer's obligation to proceed with the transaction contemplated by this Agreement is subject to the satisfaction of all of the following conditions precedent, which are for Buyer's benefit and may be waived only by Buyer:

4.5.1 Seller shall have performed all agreements to be performed by Seller hereunder.

4.5.2 Title Company shall have issued or shall have committed to issue the Title Policy to Buyer, for the amount of the Purchase Price, showing fee title to the Property to be vested in Buyer subject only to the Approved Title Exceptions.

If any of the conditions to Close of Escrow are not timely satisfied for a reason other than a default of Buyer or Seller under this Agreement, and this Agreement is terminated, then upon termination of this Agreement, Escrow Holder shall promptly return to Buyer all funds (and all interest accrued thereon) and documents deposited by Buyer in escrow and to return to Seller all funds and documents deposited by Seller in escrow and which are held by Escrow Holder on the date of the termination (less, in the case of the party otherwise entitled to such funds, however, the amount of any cancellation charges required to be paid by such party under Section 4.10 below).

4.6 Recordation of Grant Deed; Delivery of Funds and Possession. Upon receipt of the funds and instruments described in this Section 4, Escrow Holder shall cause the Grant Deed to be recorded in the office of the County Recorder of Riverside County, California. Thereafter, Escrow Holder shall deliver the proceeds of this escrow (less appropriate charges as shown on a preliminary Settlement Statement executed by Buyer and Seller) to Seller.

4.7 Prorations. Property taxes shall not be prorated as Buyer is exempt from property taxes; Seller shall pay all property taxes for the billing period in which the Close of Escrow occurs and for all prior billing periods, and then may apply for a refund of the property taxes that are allocable to the period after the Close of Escrow, and Buyer shall reasonably cooperate therewith. All assessments and property related fees shall be prorated between Buyer and Seller as of the Close of Escrow based on the latest available tax information. All prorations shall be determined on the basis of a 360-day year.

4.8 Costs of Escrow. Seller shall pay the premium for the Title Policy (excluding the cost of extended coverage, the cost of the Survey obtained by Buyer in connection with such extended coverage, and any endorsements required by Buyer), one half of the escrow fees, and all of the recording costs (if any). Buyer shall pay one-half of the escrow fees.

4.9 Brokers. Buyer and Seller represent to one another that no broker or finder has been engaged by it in connection with the transaction contemplated by this Agreement, or to its knowledge is in any way connected with such transaction. Seller shall pay commissions to any broker engaged by Seller, in accordance with the agreement between Seller and such Broker. Each party covenants and agrees that any other broker fee or commission, which may be due or payable in connection with the closing of the transaction contemplated by this Agreement through its dealings with that party, shall be borne solely by that party. Each party agrees to defend, indemnify and hold harmless the other party and its respective employees, agents, representatives, councilmembers, attorneys, successors and assigns, from and against all claims of any agent, broker, finder or other similar party arising from or in connection with its activities relating to the sale of the Property to Buyer.

4.10 Escrow Cancellation Charges. In the event that this escrow shall fail to close by reason of the default of either party hereunder, the defaulting party shall be liable for all escrow

and title cancellation charges. In the event that the escrow shall fail to close for any other reason, Buyer shall pay all escrow and title cancellation charges.

4.11 Delivery of Possession Free of Occupancy. Seller shall deliver possession of the Property to Buyer at the Closing free from the occupancy or tenancy of any person or entity excluding Buyer.

## 5. EXCLUSION OF CELLULAR TOWER SITE AND SETBACK AREAS.

5.1 Retention Of Portion of Property. Notwithstanding any other provision of this Agreement, Seller shall retain ownership of the existing cellular tower site (the area within the existing block walls) and the associated setback areas located on the north to the public alley and to the easterly boundary of the Property. In addition, the Seller shall retain an additional 6 feet on the southerly side of the existing cellular tower site easterly along the entire length of the existing block wall to the easterly boundary of the Property (the combined area is the “**Retained Property**”). The total area of the Retained Property is approximately one thousand seven hundred fifteen (1,715) square feet, which includes necessary setback and access areas as depicted on Exhibit “C”.

5.2 Adjustment of Property Lines. The Parties acknowledge that the Buyer shall create a separate parcel for the Retained Property prior to or in connection with the Closing, which shall be retained by Buyer, and the description of the Property as defined herein shall be deemed amended accordingly.

5.3 Right of First Refusal. In consideration of this Agreement, Seller hereby grants to Buyer a Right of First Refusal (“**ROFR**”) with respect to the Retained Property which ROFR shall survive the Closing. The terms of this ROFR are as follows:

5.3.1 **Offer to Sell.** If at any time Seller receives a bona fide written offer from a third party to purchase the Retained Property, subject to any priority rights the existing cellular tower operator may have, that Seller is willing to accept, Seller shall promptly notify Buyer in writing of the material terms and conditions of the third party offer, including the purchase price and other key terms.

5.3.2 **Exercise of Right.** Buyer shall have thirty (90) days from the date of receipt of the offer notice to notify Seller in writing of its election to purchase the Retained Property on the same terms and conditions as set forth in the third-party offer. If Buyer elects to exercise this right, the Parties shall enter into a purchase and sale agreement on a standard California Association of Realtors form within thirty (30) days thereafter, and Buyer and Seller shall close on the transaction.

5.3.3 **Failure to Exercise.** If Buyer does not notify Seller of its election to exercise the ROFR within the ninety (90) days or Buyer refuses to purchase the Retained Property, Seller may sell the Retained Property to the original offeror for a period of 180 days thereafter. If the terms of the third-party offer are materially changed, the Seller must reoffer the Retained Property to Buyer under the terms of this Section 5.3.

5.3.4 **Survival.** The obligations under this Section 5.3 shall survive the Closing and remain in full force and effect until Buyer has purchased the Retained Property or the ROFR is otherwise terminated in writing by written mutual agreement of the Parties.

5.3.5 **Memorandum of ROFR.** This ROFR shall be recorded through a Memorandum of Right of First Refusal (“**Memorandum of ROFR**”) attached hereto as Exhibit “D”.

5.4 Future Use of Retained Property. If Seller decides to add a collocated cell tower facility on the Retained Property, it agrees to submit a formal permit application to the City of Beaumont for plot plan approval, and minimally as a condition of approval to relocate and construct a block wall matching the existing wall and concealing any equipment supporting the collocated facility from public view.

5.5 Maintenance of Retained Property. Seller agrees to maintain the Retained Property in accordance with the Beaumont Municipal Code. Seller covenants to maintain the Retained Property in a manner that does not interfere with Buyer’s quiet enjoyment or diminish the value, appearance, safety, or functionality of the Property. Maintenance shall include, without limitation, ongoing upkeep of landscaping, fences/walls, driveways, parking spaces, drainage facilities, and any appurtenant structures or features that impact the conveyed Property. Seller shall promptly address any hazards, nuisances, or deferred maintenance arising from the Retained Property including but not limited to rubbish, graffiti and abandoned vehicle removal.

6. THREAT OF CONDEMNATION; WAIVER AND RELEASE. The Parties acknowledge that the Buyer’s acquisition of the Property, pursuant to this Agreement, is under threat of condemnation by Buyer. The Property valuation under this Agreement is all-inclusive of Seller’s interest in the Property and all damages of every kind and nature suffered, or to be suffered as a result of Buyer’s acquisition of the Property for public purposes. By execution of this Agreement, Seller and its successors and assigns shall be deemed to have knowingly and voluntarily waived, released and discharged Buyer from liability and responsibility for or related to any right Seller has, has had or in the future may have to any claim for compensation or damages or liability of any kind, whether known, unknown, foreseen or unforeseen, relating in any way to or arising out of Buyer’s acquisition of the Property. In that regard, Seller and its successors and assigns knowingly and voluntarily waive and release Buyer, its employees, agents and officers from liability as to the following: any rights or obligations which exist or may arise out of the acquisition of the Property for public purposes including, without limitation, Seller’s fee interest in the land,

severance damages, relocation expenses or damages, loss of business goodwill and/or lost profits, loss or impairment of any "bonus value" attributable to any lease; damage to or loss of improvements pertaining to realty, costs, interest, attorneys' fees, and any claim whatsoever of Seller which might arise out of or relate in any respect to the acquisition of the Property by Buyer.

7. NOTICES. All notices, requests, demands and other communication given or required to be given hereunder shall be in writing and sent by first class United States registered or certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized courier service such as Federal Express, duly addressed to the parties as follows:

To Seller: Douglas C. Jones  
899 Tamarisk Road  
Palm Springs, CA 92262

To Seller: Terrence B. Jones  
899 Tamarisk Road  
Palm Springs, CA 92262

To Buyer: City of Beaumont  
550 E. 6th Street  
Beaumont, CA 92223  
Attn: Elizabeth Gibbs, City Manager

Delivery of any notice or other communication hereunder shall be deemed made on the date indicated in the return receipt or courier's records as the date of delivery or as the date of first attempted delivery, if sent by mail or courier service. Any party may change its address for purposes of this Section by giving notice to the other party as herein provided.

8. ASSIGNMENT. Neither this Agreement nor any interest herein may be assigned by either party without the prior written consent of the other party.

9. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein, and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended, supplemented or in any way modified except by an agreement in writing signed by the parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement.

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

11. TIME OF THE ESSENCE. Time is of the essence of this Agreement.

12. THIRD PARTIES. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

13. SEVERABILITY. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such invalidity, illegality or unenforceability materially affects the economic terms of the transactions contemplated by this Agreement or the ability of either party to perform its obligations under this Agreement. In such case, either party may terminate this Agreement and the escrow upon written notice to the other party given no later than ten (10) business days after the party giving such notice becomes aware of such invalidity, illegality or unenforceability. In the event of such termination, all funds deposited with Escrow Holder by Buyer and any interest accrued thereon shall be returned to Buyer.

14. ADDITIONAL DOCUMENTS. Each party hereto agrees to perform any further acts and to execute, acknowledge and deliver any further documents that may be necessary to carry out the provisions of this Agreement.

15. REPRESENTATIONS BY SELLER. Seller hereby represents and warrants that:

15.1 Seller has disclosed to Buyer all material facts about the Property known to Seller.

15.2 Seller is the owner of the Property and has full right, power and authority to grant and convey the Property to Buyer and perform all of Seller's obligations under this Agreement.

15.3 Seller has not granted any rights of possession of the Property, except for the Retained Property, to any person or entity and has no knowledge of any such rights of possession of any of the Property, including subsurface rights.

15.4 Seller has not performed any work on the Property that might give rise to any current mechanics liens or current materialmen's liens and has no knowledge of any such work that could give rise to such liens.

15.5 Seller has no knowledge of any actions, suits or proceedings, pending or threatened, that would affect the Property or the right to occupy or use the Property.

If Seller becomes aware of any of the foregoing, Seller shall promptly notify Buyer in writing, and Buyer may then terminate this Agreement by written notice to Seller and the Deposit and all interest thereon shall be delivered to Buyer.

The above representations by Seller and any possible claims of any nature against Seller in connection therewith must, if at all, be made no later than twenty-four (24) months after the Close of Escrow.

(SIGNATURE PAGE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

DOUGLAS C. JONES

By: 

TERRENCE B. JONES

By: 

BUYER:

CITY OF BEAUMONT

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

/s/ Robert Patterson, Assistant City Attorney 08

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EXHIBIT "A"

**LEGAL DESCRIPTION OF THE LAND**

Real property in the City of Beaumont, County of Riverside, State of California, described as follows:

Parcel 1: (APN # 418-091-013, -014, -015)

Lots 26, 27 And 28 of Block 102 as shown by Amended Map of the Town Of Beaumont, in the City of Beaumont, County of Riverside, State of California, as per Map Recorded in Book 6, Pages 16 and 17 of Maps, in the Office of the County Recorder of said County.

Excepting Therefrom the Easterly 6 Feet of Lot 26.

Also Excepting Therefrom that Portion of Lots 27 and 28 as Conveyed to the State of California by Deed Recorded May 27, 1959 as Instrument No. 45689 Official Records of Riverside County, California, as described therein.

Parcel 2 (APN #418-091-016)

Lots 24, 25 and the Easterly 6 Feet of Lot 26, in Block 102 of Amended Map of the Town of Beaumont, in the City of Beaumont, County of Riverside, State of California, as per Map Recorded in Book 6, Pages 16 and 17 of Maps, in the Office of the County Recorder of Said County.

Excepting therefrom the northerly 40'10" feet of Lot 24 and the easterly 16 feet of the northerly 40'10" of Lot 25 (the "Retained Property"). In accordance with Section 5.2 of the Agreement, the legal description for the Retained Property may change slightly after preparation of a lot line adjustment, a parcel map, or other method of creating a separate legal parcel.

EXHIBIT "B"

**FORM OF GRANT DEED**

(Attached.)

RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:

THE CITY OF BEAUMONT

Attn: \_\_\_\_\_

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SPACE ABOVE FOR RECORDER'S USE ONLY

APNs:

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

This Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383.

Documentary Transfer Tax is \$0 (exempt; conveyance to a public entity).

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged \_\_\_\_\_, hereby grants to THE CITY OF BEAUMONT ("Grantee"), the land located in the City of Beaumont, County of Riverside, State of California, more particularly described on Exhibit "A" attached hereto, all improvements and fixtures thereon.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth below.

Dated: \_\_\_\_\_, 202\_

**GRANTOR:**

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

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 the document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph  
is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(affix seal in above space)

**CERTIFICATE OF ACCEPTANCE**

(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Grant Deed dated \_\_\_\_\_, 2025, from \_\_\_\_\_, a \_\_\_\_\_, to THE CITY OF BEAUMONT, a general law city, is hereby accepted by the undersigned officer on behalf of THE CITY OF BEAUMONT pursuant to the authority conferred by action of the board of THE CITY OF BEAUMONT on \_\_\_\_\_, 202\_, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 202\_

\_\_\_\_\_  
Elizabeth Gibbs, City Manager

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 the document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph  
is true and correct.

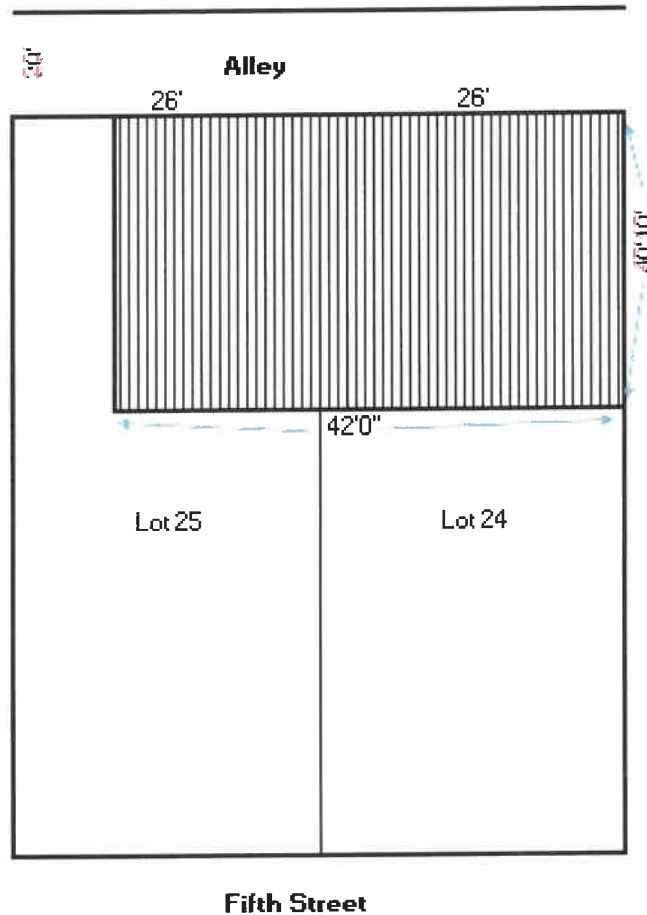
WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(affix seal in above space)

EXHIBIT "C"

**DEPICTION OF RETAINED PROPERTY**



Notes:

1. This plat map is not to scale.
2. The Retained Property is approximately 1,715 square feet (42'0" x 40'10").
3. The southerly boundary of the Retained Property shall be measured by survey at 5' from the outer wall of the existing block wall surrounding the existing cellular tower site extending to the easterly Property boundary.
4. Buyer shall perform a survey to describe the Retained Property in accordance with Section 5.2 and the dimensions may be adjusted accordingly.



EXHIBIT "D"

**MEMORANDUM OF RIGHT OF FIRST REFUSAL**

(Attached)

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Assessor's Parcel No. portion of 418-091-016

(Above Space for Recorder's Use Only)

**MEMORANDUM OF RIGHT OF FIRST REFUSAL**

This Memorandum of Option is dated July 15, 2025, and is between the City of Beaumont, a general law city in the state of California (“**Optionee**”) and Douglas C. Jones, an individual, and Terrence B. Jones, an individual (“**Optionor**”).

Optionee and Optionor are parties to an Agreement for Purchase and Sale and Escrow Instructions dated as of the date of this Memorandum of Right of First Refusal (the “**Purchase and Sale Agreement**”) under which Optionor is granting to Optionee an option to purchase the real property located in the City of Beaumont, California, as more particularly described in **Exhibit A** attached hereto and made a part hereof.

This Memorandum of Right of First Refusal does not constitute the Purchase and Sale Agreement and is intended to provide record notice of the existence of the Purchase and Sale Agreement. If there is any inconsistency between this Memorandum of Right of First Refusal and the Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement prevail over the terms of this Memorandum of Right of First Refusal.

CITY OF BEAUMONT, a political  
Subdivision of the State of California

Douglas C. Jones

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

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

\_\_\_\_\_

Terrence B. Jones

\_\_\_\_\_

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

**[Attach Notary Forms]**

EXHIBIT "A" TO  
**MEMORANDUM OF RIGHT OF FIRST REFUSAL**  
**[Legal Description]**

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 the document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph  
is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(affix seal in above space)