

**ENCROACHMENT AGREEMENT FOR
THE INSTALLATION OF MONUMENTS WITHIN
THE PUBLIC RIGHT-OF-WAY**

THIS ENCROACHMENT AGREEMENT (this "**Agreement**") is dated _____, 2025 by and between the CITY OF BEAUMONT ("**City**") and OAK VALLEY COMMUNITY ASSOCIATION, a California nonprofit mutual benefit corporation ("**HOA**"). City and HOA may be individually referred to herein as "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the HOA is a homeowners' association, as defined in California Civil Code section 4080, formed for the purpose of operating and managing the Association. Pursuant to the terms of that certain Declaration of Covenants, Conditions and Restrictions of Oak Valley Community Association recorded in the Official Records of Riverside County, California (the "**Official Records**") on September 24, 2004 as Instrument No. 2004-0763497 (the "**Oak Valley Declaration**"), the HOA has been established as the homeowners' association for a master-planned residential community located in the City of Beaumont, County of Riverside, State of California (the "**Community**") and has responsibility for maintenance of certain Common Areas located within or otherwise serving the Community. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Oak Valley Declaration.

WHEREAS, the HOA, pursuant to the terms of the Grant Deed recorded in the Official Records of County of Riverside, California on April 21, 2025, as Instrument No. 2025-0117497 ("**Grant Deed**"), is the owner of certain real property located at the entrance to the Community off Champions Drive and Desert Lawn Drive, as more particularly described in Exhibit "A" attached hereto (the "**Entry Parcel**") which has been improved with a water feature and certain landscaping improvements on and adjacent thereto (collectively, the "**Entry Parcel Improvements**").

WHEREAS, the City is the owner of that certain real property located in the City of Beaumont immediately adjacent to the Entry Parcel and Entry Parcel Improvements, as more particularly described in Exhibit "B" attached hereto and made a part hereof (the "**Project**") to the City for public street and utility purposes;

WHEREAS, the Entry Parcel Improvements contain a monument on Parcel B adjacent to the Project (the "**Existing Monument**") which was previously constructed, as shown on Exhibit "C" attached hereto and made a part hereof;

WHEREAS, HOA is the homeowners association responsible for, among other things, the operation, maintenance and repair of the Existing Monument;

WHEREAS, the intent of this Agreement is to reflect the City's acceptance of certain existing, minor encroachments by the Existing Monument on City rights of way, provide for the repair or maintenance of the Existing Monument and to, as between the City and the HOA, allocate the responsibility for the Existing Monument to the HOA;

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, City and HOA agree as follows:

A. DEFINITIONS

1. **"City"** means the City of Beaumont, a municipal corporation of the State of California.

2. **"Improvements"** means the portion of the Existing Monument that extends into the City's Public Right-of-Way referred to in the Recitals as depicted in Exhibit "C". The term Improvements includes without limitation the structure, fascia, foundations, footings, electrical equipment and conduits, and any and all related materials and equipment making up the Existing Monument.

3. **"Laws"** means any order, certificate, judicial decision, statute, constitution, ordinance, resolution, rule, tariff, administrative order, or other requirement of any municipality, county, state, federal, or other agency having jurisdiction over the parties to this Agreement, in effect either at the time of execution of this Agreement or at any time during the location of the Improvements in the Public Right-of-Way including, without limitation, any regulation or order of an official entity or body. A reference to "Laws" shall include, without limitation, any provision of the Beaumont Municipal Code or any other City ordinance or regulation.

4. **"Public Right-of-Way"** means the surface, the air space above the surface, and the area below the surface of the public streets, roads, sidewalks, lanes, courts, ways, alleys, boulevards, and places including, without limitation, all public utility easements and public service easements as the same now or hereafter may exist that are under the jurisdiction of the City. This term shall not include any property owned by any person or agency other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any person.

B. LIMITATIONS AND RESTRICTIONS

1. **Encroachment.** Subject to the provisions of this Agreement and all applicable Laws, City hereby authorizes HOA to maintain the existing Improvements within the City's Public Right-of-Way. Subject to the provisions of this Agreement and all applicable Laws, City hereby authorizes HOA to encroach upon City's Public Right-of-Way for the purpose of maintenance, removal and repair of the existing Improvements (the **"Work"**). This permission granted under this Agreement is subject to the terms and conditions set forth in the Code of the City of Beaumont (**"Code"**) including, but not limited to, **Title 12, Chapter 12.12**. Pursuant to Title 12, Chapter 12.12, Section 12.12.140(C) of the Code, the HOA is exempt from payment of permit fees related to maintenance of the Improvements.

2. **Interference.** Except as permitted by applicable Laws or this Agreement, in the performance and exercise of its rights and obligations under this Agreement, HOA shall not knowingly interfere in any material manner with the existence and operation City's Public Right of Way or any and all of the following at any of the properties where the Improvements are located without the approval of the owner(s) of the affected property or properties: Public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, electroliers, cable television, and other telecommunications, utility, and municipal property.

3. Compliance with Law. HOA shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Agreement. No repair or construction shall be performed except in accordance with the provisions of the Code including but not limited to the building, electrical and other code as well as those pertaining to encroachments.

4. Type of Interest. This Agreement is not a grant by the City of any property interest but is made subject and subordinate to the prior and continuing right of the City to use all of the Public Right-of-Way in the performance of its duties, including, but not limited to, public use as a street and for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, electroliers, cable television, and other utility and municipal uses together with appurtenances thereof and with right of ingress and egress, along, over, across, and in said Public Right-of-Way. The permission granted hereunder shall not in any event constitute an easement on or an encumbrance against City property or against the Public Right-of-Way. No right, title or interest (including franchise interest) in the Public Right-of-Way, or any part thereof, shall vest or accrue in HOA by reason of this Agreement or the issuance of any permit or exercise of any privilege given thereby. Nothing in this Agreement shall be construed as granting or creating any franchise rights.

5. Existing Rights. This Agreement is made subject to all easements, restrictions, conditions, covenants, encumbrances, and claims of title which may affect the Public Right-of-Way which are in existence or recorded in the public record before the date of this Agreement, and it is understood that HOA, at its own cost and expense, shall obtain such permission as may be necessary and consistent with any other existing rights.

6. No Cost to City. The construction, installation, operation, maintenance, and removal of said Improvements shall be accomplished without cost or expense to City and subject to reasonable approval of the City in such a manner as not to endanger personnel or property, or unreasonably obstruct travel on any road, walk, or other access thereon within said Public Right-of-Way.

8. Work Standards; Repairs. The work associated with maintaining, repairing and removing any Improvements shall be done in a good, workman-like and skillful manner. At all times that construction or excavation is being conducted by HOA under this Agreement a representative or delegate of HOA shall be physically present at the construction site. Work shall comply with all standards imposed by the Beaumont Municipal Code. The Improvements shall be maintained and repaired by HOA at all times in a good and safe condition and repair and free from any defect, nuisance or other threat to health, safety and welfare, to the reasonable satisfaction of the City. HOA shall be responsible for any damage to City street pavements, existing utilities, curbs, gutters, sidewalks or to any private property or improvements, including but not limited to subsidence, cracking, collapse, or loss of lateral support, proximately caused by its installation, maintenance, repair or removal of its Improvements in the Public Right-of-Way and shall repair, replace and restore in kind any such damaged Improvements at its sole expense and to the satisfaction of City.

9. Term and Extension. The term of this Agreement shall commence as of the Effective Date, and shall continue so long as the Improvements remain in place subject to the other terms of this Agreement.

10. Reservation of Rights. The City reserves any and all rights it may have now or in the future to legally regulate or otherwise condition the use of the Improvements and related activities. The City's agreement hereto is not a waiver of and is without prejudice to any right, power or authority the City may have under law. City reserves any and all rights it may have under applicable Laws concerning the subject matter of this Agreement.

11. Removal and Relocation. HOA shall remove or relocate, without cost or expense to City, any Improvements installed, used, and maintained under this Agreement which are located on Public Rights-of-Way if and when made reasonably necessary by a City required relocation, widening, change of grade or realignment of the adjacent street, and/or the construction, maintenance, or operation of adjacent City underground or aboveground public improvements including but not limited to sewer, storm drain, conduits, streetlamps, traffic signals, gas, water, electric or other utility system, or pipes owned by City or any other utility or public agency. In the event all or any portion of said Public Right-of-Way occupied by said Improvements shall be needed by City, or in the event the existence of said Improvements shall reasonably be considered detrimental to City governmental activities, including, but not limited to, interference with the safe passage of traffic or pedestrians, interference with City construction projects, or conflicts vertically and/or horizontally with any proposed City installation, as well as sewer, storm drain, conduits, streetlamps, traffic signals, gas, water, electric or other utility system, or pipes owned by City or any other utility or public agency HOA shall remove entirely or relocate said Improvements to such other location or locations on said Public Right-of-Way as may be designated by City if feasible. Said removal or relocation shall be completed in accordance with applicable law and City ordinances within one-hundred and eighty (180) days of notification by City (the "**RRA Notice Period**"), reasonable delays permitted or such shorter period of time in the event of exigency, emergency or threat to public safety. In the event said Improvements are not removed or relocated within the period of time specified in the preceding sentence, City may cause the same to be done at the cost of the HOA to be paid upon receipt of written invoice from City. The above-described, removal and relocation of Improvements shall only apply to portions of the Improvements that extend into or onto the Public Right-of-Way provided that if it is not feasible for the City to remove only part of the Improvements it may remove the entirety of the Improvements.

11. Abandonment. If any portions of the Improvements covered under this Agreement are no longer used by HOA, or are abandoned for a period in excess of one (1) year, HOA shall notify City and shall promptly vacate and remove the Improvements at its own expense. When removal or relocation are required under this Agreement, HOA shall, after the removal or relocation of the Improvements, at its own cost, repair and return the Public Right-of-Way or public utility or service easements on which the Improvements were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by City according to the Beaumont Municipal Code. Should HOA remove the Improvements from the Public Right-of-Way, it shall comply with all applicable provisions of the Beaumont Municipal Code and within ten (10) days after such removal, give notice thereof to City . Before proceeding with removal or relocation work, HOA shall obtain all permits from the City required under the Beaumont Municipal Code including, but not limited to, an encroachment permit

12. Hold Harmless and Indemnification. HOA for itself, its officers, directors, members, agents, contractors and employees, hereby agrees to indemnify, defend and hold harmless City, its officers, employees, and agents and any successors to City's interest from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, all costs and cleanup actions of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense to the extent arising proximately out of the HOA's negligence or willful actions or breach of this Agreement, except to the extent caused, in whole or in part, by the City's or its officers', employees', agents', contractors' and subcontractors' willful actions or negligent acts or omissions.

14. Insurance. HOA shall obtain and maintain at all times during the term of this Agreement comprehensive general and automobile liability insurance on an "occurrences" basis protecting HOA in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and not less than Two Million Dollars (\$2,000,000) in the aggregate, including bodily injury and property damage, insuring against any liability arising out of the activities by HOA or any or its employees, consultants, contractors, subcontractors, or agents (collectively, "**Licensee Parties**") on the City's Public Right-of-Way. Such insurance shall include City its officers, employees, and agents and any successors, as defined above, as additional insured parties. Coverage shall be in accordance with the limits specified and the provisions indicated herein. Claims made policies are not acceptable. When an umbrella or excess coverage is in effect, it must follow the form of the underlying coverage. HOA shall file the required original Certificate of Insurance with endorsements with City, subject to City's reasonable approval, and shall clearly state the policy number; name of insurance company; name, address and telephone number of the agent or authorized representative; name, address and telephone number of insured; project name and address; policy expiration date; and specific coverage amounts. HOA shall obtain and maintain at all times during the term of this Agreement statutory Workers Compensation and employer's liability insurance as required by law but at least in an amount not less than One Hundred Thousand Dollars (\$100,000) and shall furnish City with a certificate showing proof of such coverage. Insurance companies must be admitted or authorized to do business in California and rated at least A-:VII in Best's Insurance Guide. Non-admitted insurance companies will be considered if they are rated at least A-: X in the latest Best's Insurance Guide. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be stated on Certificates of Insurance, and the Certificate of Insurance must be sent to and reasonably approved by the City. Current certificates shall be provided to City at all times during the term of this Agreement complying with the terms of this Agreement.

C. TERMINATION

1. Termination. The City may terminate this Agreement or the right to maintain any Improvements in the event that such Improvement or Improvements interfere with any City program, public works project or adversely impact public health, safety or welfare. Notwithstanding the foregoing, HOA may terminate this Agreement at any time, and with or without cause, upon thirty (30) days' notice to the City, provided that it removes the Improvements within ninety days thereafter and returns the Public Right-of-Way and public utility or service easements on which the Improvements were located to a safe and satisfactory condition in

accordance with the construction and demolition-related conditions and specifications as established by City according to the Beaumont Municipal Code and other applicable Law. The above-described, removal of Improvements shall only apply to portions of the Improvements that extend into or onto the Public Right-of-Way, and off of the Public Right of Way if it not feasible to remove only part of the Improvements.

2. Termination for Breach. This Agreement may be terminated by the City in the event HOA breaches any of its obligations under this Agreement, City notifies HOA of such breach in writing, and HOA fails to fully cure any such breach within thirty (30) days after receipt of such notice, or, if such cure cannot reasonably be effected within said thirty (30) days, HOA commences such cure within said thirty (30) days period and thereafter diligently continues to cure the default until completion thereof not to exceed ninety (90) days. Each Party shall be entitled to exercise all rights and remedies in the event of a breach, including, in the case of a default and material breach by HOA, the City's right, at its sole discretion, to withhold issuance of any new permits and/or commence enforcement proceedings against HOA pursuant to the Beaumont Municipal Code including but not limited to Title 12, Chapter 12.12.160.

3. Termination for Threat to Public Safety. Notwithstanding the notice and cure periods set forth in this Agreement, in the event that the City finds that the Improvements or any of them poses a threat to the public health, welfare and safety, the City may so notify HOA in writing and may, without providing HOA an opportunity to cure, take immediate steps to mitigate the threat, including but not limited to removal and/or relocation of the Improvements, the reasonable and documented cost of such work to be borne solely by HOA. The Parties agree to attempt in good faith to work cooperatively with one another to neutralize and mitigate any threat to public health, welfare and safety caused by or exacerbated by the Improvements. The above-described, removal of Improvements shall only apply to portions of the Improvements that extend into or onto the Public Right-of-Way and off of the Public Right of Way if it not feasible for the City to remove only part of the Improvements.

4. Post Termination Removal. Upon Termination for any reason, the City may require HOA to remove the Improvements and restore the City Property according to the requirements of the Permit and the Code. The above-described, removal of Improvements shall only apply to portions of the Improvements that extend into or onto the Public Right-of-Way.

D. MISCELLANEOUS

1. Assignment. This Agreement shall not be assigned by HOA without the prior written approval of the City Council.

2. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understanding (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by all parties.

3. Severability. If any one or more of the covenants or agreements or portions thereof provided in this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such covenant or covenants, such agreement or

agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this agreement.

4. Dispute Resolution. The Parties shall be required to enter into mediation of all disputes involving this Agreement or any aspect of the relationship between them for a minimum of four (4) hours prior to the initiation of any arbitration, court action or proceeding against the other. Notwithstanding anything to the contrary, the City shall not be required to submit to mediation any rights to take actions expressly provided for in this Agreement, under the Beaumont Municipal Code or other applicable Law. Upon written notice by either Party to the other of the initiating Party's desire to mediate, the initiating Party shall notify JAMS of Inland Empire of the desire of the Parties to enter into mediation and the Parties will follow the mediation procedures established by that organization. JAMS shall be directed to schedule a mediation proceeding at a time mutually convenient to the Parties, which Parties shall mutually agree upon the selection of the mediator. The mediation shall be held within thirty (30) days following receipt by the mediation organization of notification that its services will be retained. If the Parties cannot agree on a date for mediation, then the mediation organization shall select a date it believes is reasonable for the Parties, given all the alleged conflicts of dates. The actual mediator shall be a retired judge. The mediator shall select the location for the mediation, giving due consideration to the location that will minimize the total expenses for mediation. The Parties shall share equally in the cost of the mediator and any other costs of mediation (excluding their own costs of participating in mediation). In the event that the Parties seek to mediate any dispute between them, such mediation will occur at a location mutually acceptable to both Parties. If mediation is not required under this Agreement, if either party fails to cooperate in the mediation or if mediation does not result in a resolution of the dispute, either party may file an action in state or federal courts located in the County of Riverside to resolve the dispute.

5. Notices. All notices given or which may be given pursuant to this Agreement shall be in writing and transmitted by United States mail or by private delivery systems if followed by United States mail or private delivery systems as follows:

To City at: City of Beaumont
c/o City Manager
550 E. Sixth Street
Beaumont, CA 92223

To HOA at: Oak Valley Community Association
391 N. Main Street, Suite 203
Corona, CA 92879
Attn.: Cherri Mazzone

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the date and year first written herein.

“CITY”

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
City Attorney

“HOA”

OAK VALLEY COMMUNITY ASSOCIATION,
a California mutual benefit corporation

By: _____
Name: _____
Its: _____
President

DocuSigned by:
Jamie McLean
OC3B296A1371434...

9/22/2025

EXHIBIT "A"
LEGAL DESCRIPTION

DOC # 2025-0117497
04/21/2025 08:00 AM Fees: \$130.00
Page 1 of 4
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO, AND
MAIL TAX STATEMENTS TO:

**This document was electronically submitted
to the County of Riverside for recording**
Received by: ALEJANDRA#1032

Oak Valley Community Association
391 N. Main Street, Suite 203
Corona, CA 92879
Attn.: Cherri Mazzone

APN(s): 400-640-019 *OR: 6567220* Space Above This Line Reserved for Recorder's Use

TRA: 022-018
The undersigned declares the DOCUMENTARY TRANSFER TAX is \$0
(Consideration less than \$100 – Cal. Rev. & Tax. Code Section 11911)

_____ Computed on the consideration or value of property conveyed, OR

_____ Computed on the consideration or full value less liens and/or
encumbrances remaining at time of sale.

(X) CITY OF BEAUMONT () UNINCORPORATED

GRANT DEED

FOR VALUE RECEIVED, TRI POINTE HOMES IE-SD, INC., a California corporation
(formerly Pardee Homes, a California corporation) (the “Grantor”), hereby grants to OAK
VALLEY COMMUNITY ASSOCIATION, a California nonprofit mutual benefit corporation
(the “Grantee”), that certain real property situated in the County of Riverside, California,
described as follows (the “Property”):

See Exhibit “A” attached hereto

SUBJECT TO:

1. Real property taxes and assessments.
2. All other covenants, conditions, restrictions, reservations, rights, rights of way,
easements, encumbrances, liens and title matters of record or visible from an on-site inspection
of the Property and all matters which an accurate survey of the Property would disclose.

[SIGNATURE PAGE TO FOLLOW]


Documentary Transfer Tax is \$ -0-. The value of the
property in this conveyance, exclusive of liens and
encumbrances is \$100.00 or less, and there is no additional
consideration received by the grantor, R & T 11911.

**Mail Tax Statements to
SAME AS ABOVE**

EXECUTED this 10th day of April, 2025.

GRANTOR:

TRI POINTE HOMES IE-SD, INC.,
a California corporation

By: 
Name: Brian Ortwein
Title: Vice President

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.

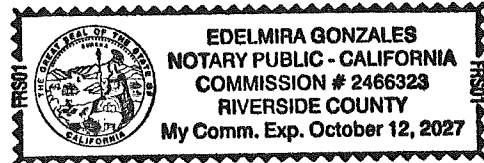
State of California
County of Riverside)

On 04/10/2025 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Brian Ortwein,
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 Edelmira Gonzales (Seal)

Exhibit "A"

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein below is situated in the City of Beaumont, County of Riverside, State of California, and is described as follows:

A PORTION OF PARCEL "K" OF LOT LINE ADJUSTMENT NO. 4188 RECORDED FEBRUARY 2, 2000 AS INSTRUMENT NO. 2000-039255 AND AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 109 OF RECORD OF SURVEYS, PAGES 7 THROUGH 13 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY LOCATED IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, SECTION 32, TOWNSHIP 2 SOUTH RANGE 1 WEST SAN BERNARDINO MERIDIAN, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 32 DISTANT 297.42 FEET NORTHERLY OF THE WEST QUARTER CORNER OF SAID SECTION 32;

THENCE ALONG SAID EAST LINE AND THE EAST LINE OF SAID PARCEL 3 AS SHOWN ON SAID PARCEL MAP 30306, NORTH 02°05'13" EAST, A DISTANCE OF 15.36 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF DESERT LAWN DRIVE AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 109 OF RECORD OF SURVEYS, PAGES 7 THROUGH 13 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY;

THENCE DEPARTING SAID EAST LINE AND ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 49°19'25" EAST, A DISTANCE OF 237.27 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY, SOUTH 43°27'12" EAST, A DISTANCE OF 23.10 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CHAMPIONS DRIVE SHOWN AS LOT "A" ON TRACT MAP NO. 30748-1 FILED IN BOOK 358 OF MAPS, PAGES 19 THROUGH 25 INCLUSIVE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 691.00 FEET, A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 48°30'05" EAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 165.43 FEET THROUGH A CENTRAL ANGLE OF 13°43'00", A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 34°47'05" EAST;

THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY, NORTH 02°05'13" EAST, A DISTANCE OF 196.91 FEET;

THENCE NORTH 49°19'25" WEST, A DISTANCE OF 105.80 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein below is situated in the City of Beaumont, County of Riverside, State of California, and is described as follows:

THAT PORTION OF SECTION 31 AND SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF PARCEL "B" AS DESCRIBED IN LOT LINE ADJUSTMENT NO. LLA 07-03 RECORDED FEBRUARY 4, 2008 AS INSTRUMENT NO. [2008-0054736](#) OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL "B" NORTH 43°27'11" WEST 23.10 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 49°19'25" WEST 237.02 FEET TO THE EASTERLY LINE OF SAID SECTION 31;

THENCE ALONG SAID EASTERLY LINE NORTH 02°05'13" EAST 83.57 FEET TO THE CENTERLINE OF DESERT LAWN DRIVE AS SHOWN ON TRACT NO. 36955 PER MAP RECORDED IN [BOOK 455, PAGES 94 THROUGH 98](#), INCLUSIVE, OF MAPS IN THE OFFICE OF SAID RIVERSIDE COUNTY RECORDS, BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 9877.00 FEET,
A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 39°53'37" WEST;

THENCE ALONG SAID CENTERLINE AND ALONG SAID CURVE SOUTHEASTERLY 206.24 FEET THROUGH A CENTRAL ANGLE OF 01°11'47";

THENCE TANGENT FROM SAID CURVE, CONTINUING ALONG SAID CENTERLINE SOUTH 48°54'36" EAST 173.95 FEET TO THE NORTHERLY LINE OF LOT 'A' (CHAMPIONS DRIVE) AS SHOWN ON TRACT NO. 30748-1 PER MAP RECORDED IN [BOOK 358, PAGES 19 THROUGH 25](#), INCLUSIVE OF MAPS IN THE OFFICE OF SAID RIVERSIDE COUNTY RECORDER;

THENCE ALONG SAID NORTHERLY LINE OF LOT 'A' (CHAMPIONS DRIVE) AS SHOWN ON SAID TRACT NO. 30748-1, THE FOLLOWING COURSES:

THENCE SOUTH 46°11'53" WEST 129.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 750.00 FEET;

THENCE ALONG SAID CURVE WESTERLY 786.39 FEET THROUGH A CENTRAL ANGLE OF 60°04'33";

THENCE TANGENT FROM SAID CURVE NORTH 73°43'34" WEST 103.19 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1100.00 FEET;

THENCE ALONG SAID CURVE WESTERLY 305.18 FEET THROUGH A CENTRAL ANGLE OF 15°53'45";

THENCE TANGENT FROM SAID CURVE NORTH 89°37'21" WEST 1671.08 FEET TO THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31;

THENCE ALONG SAID WESTERLY LINE NORTH 00°38'23" EAST 44.00 FEET TO THE NORTHERLY RIGHT-

OF-WAY LINE OF SAID CHAMPIONS DRIVE AS SHOWN ON SAID TRACT NO. 36955;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES:

THENCE SOUTH 89°37'21" EAST 848.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 956.00 FEET;

THENCE ALONG SAID CURVE EASTERLY 10.62 FEET THROUGH A CENTRAL ANGLE OF 00°38'11";

THENCE TANGENT FROM SAID CURVE NORTH 89°44'28" EAST 798.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1153.00 FEET;

THENCE ALONG SAID CURVE EASTERLY 284.05 FEET THROUGH A CENTRAL ANGLE OF 14°06'54";

THENCE TANGENT FROM SAID CURVE SOUTH 76°08'38" EAST 181.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 691.00 FEET;

THENCE ALONG SAID CURVE EASTERLY 586.62 FEET THROUGH A CENTRAL ANGLE OF 48°38'27" TO THE MOST SOUTHERLY CORNER OF SAID PARCEL "B";

THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL "B" AND ALONG SAID CURVE NORTHEASTERLY 165.11 FEET THROUGH A CENTRAL ANGLE OF 13°41'27" TO THE POINT OF BEGINNING.

NOTE: THE ABOVE LEGAL DESCRIPTION IS FOR THE SOLE PURPOSE OF THIS REPORT AND MAY NOT BE CONSIDERED FOR USE IN ANY POLICY OF TITLE INSURANCE TO BE ISSUED BY THIS COMPANY, AND IS SUBJECT TO CHANGE AT ANY TIME.

EXHIBIT "C"
DEPICTION OF EXISTING MONUMENT



