

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:

(Space Above This Line for Recorder's Office Use Only)

ASSIGNMENT OF EASEMENT

This Assignment of Easement ("Agreement") is entered into effective the ____ day of September, 2020, by and between Solera Oak Valley Greens Association, a California non-profit mutual benefit corporation ("Solera" or the "Association") and the City of Beaumont, a general law city ("City").

RECITALS

A. Solera holds an easement relative to certain real property (the "Easement Area") located in the City of Beaumont, Riverside County, California, and described in **Exhibit "A"**, attached hereto and made a part hereof by this reference, by way of that certain Grant of Slope Maintenance Easement (Solera Oak Valley Greens Association) dated October 24, 2005 and recorded with the Riverside County Recorder on November 22, 2005 as Document Number 2005-0969219 (the "Easement").

As stated within the Easement, the purpose thereof "is to give the Association a legal right of access to the Easement Area to maintain the landscaping initially installed by the [Developer] in the Easement Area, to maintain and repair the irrigation system and equipment that supplies water to the landscaping in the Easement Area, and to maintain the exterior surface and structural integrity of the Perimeter Wall that separates the Easement Area from the balance of each Lot's rear yard area." "Each Owner of a Lot listed in Exhibit A shall be responsible for maintaining the surface of the Perimeter Wall that faces into the Owner's Lot." By way of the Easement, the Association covenanted and agreed "to maintain the landscaping and irrigation equipment in the Easement Area and the Perimeter Wall on each of the Lots listed in Exhibit A."

B. Solera has agreed to assign an interest in the Easement, including certain maintenance obligations under the Easement, to the City of Beaumont;

C. The City desires to assume such obligations of Solera under the Easement subject to the Terms and Conditions contained herein.

TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the mutual covenants and provisions set forth herein, and other good and valuable consideration, the receipt of which by both parties hereto is hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. Grant of Easement. Solera hereby assigns to the City of Beaumont certain rights and obligations under the Easement. Solera shall take all action necessary to provide City with access to the Easement at all times and shall not take any action that would restrict or prevent CITY from the free and unfettered access and use of the area of the Easement at any time.

2. City of Beaumont Terms and Conditions for Acceptance: City of Beaumont hereby agrees to assume the obligations of Solera subject to the following:
 - a. Existing plant materials are to be maintained at the sole discretion of the CITY,
 - b. New or replacement plant materials will be selected and installed at the sole discretion of the CITY,
 - c. Plants, landscape materials, hardscape materials, structures or any other items installed or placed by any party within the easement other than the CITY are subject to removal at the sole discretion of the CITY without compensation to any other party,
 - d. CITY's responsibilities are restricted solely to the maintenance of plant materials, maintenance and operation of the irrigation system, and maintenance of the existing slope. CITY assumes no responsibility for the maintenance of any structures within the easement, and
 - e. Solera retains its rights and responsibilities regarding maintenance of the exterior surface and structural integrity of the Perimeter Wall that separates the Easement Area from the balance of each Lot's rear yard area as defined in the Easement.

3. Solera shall indemnify, defend and hold harmless CITY, its public officials, employees, and agents from and against all third party claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection that arise out of or result from the use, control, acts or omissions of Solera in the performance of its ongoing responsibilities for maintenance of the Perimeter Wall. Solera shall continue to maintain liability insurance applicable to its activities on the Easement in the amount of one million dollars per occurrence and two million dollars aggregate showing CITY as an additional insured.

4. CITY shall indemnify, defend and hold harmless Solera, its Board of Directors, managers, members, residents and agents from and against all third party claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection that arise out of or result from the use, control, acts or omissions of CITY in the performance of its assigned maintenance responsibilities from the date of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**Solera Oak Valley Greens Association,
a California non-profit mutual benefit corporation**

By: _____

Its: _____

Date: _____

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 _____)

On _____ 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 _____
Notary Public

(Seal)

EXHIBIT "A"

**ATTACH LEGAL DESCRIPTION OF LOTS IN TRACT NUMBERS 32325 PER
"EASEMENT"**

EXHIBIT "A"
LEGAL DESCRIPTION OF LOTS
IN TRACT NUMBERS 32325
WITH SLOPE EASEMENTS
(Solera Oak Valley Greens Association)

The following Lots in the Initial Covered Property are burdened with the Slope Easements set forth in this Grant of Slope Maintenance Easement:

Lots 187 - 193, inclusive of Tract No. 32325, in the City of Beaumont, County of Riverside, State of California, as per the Plat recorded in Book 393 of Maps, Pages 1 through 15, Official Records of said County.

EXHIBIT "A"

**ATTACH LEGAL DESCRIPTION OF SLOPE AND LANDSCAPE MAINTENANCE
EASEMENT PER "EASEMENT"**

EXHIBIT "A"

SLOPE AND LANDSCAPE MAINTENANCE EASEMENT

OVER AND ACROSS LOTS 187 THROUGH 193, INCLUSIVE OF TRACT MAP 32325, AS SHOWN IN BOOK 33 PAGES 1 THROUGH 15, INCLUSIVE OF TRACT MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 187;

THENCE ALONG THE NORTHERLY LINE OF LOTS 187 THROUGH 193, INCLUSIVE, NORTH 89°35'05" EAST 408.85 FEET;

THENCE SOUTH 52°40'07" EAST 16.04 FEET;

THENCE LEAVING THE SAID NORTHERLY LINE OF SAID LOTS, SOUTH 89°35'05" WEST 55.53 FEET;

THENCE SOUTH 85°50'05" WEST 60.13 FEET;

THENCE SOUTH 85°51'55" WEST 60.13 FEET;

THENCE SOUTH 85°52'47" WEST 60.13 FEET;

THENCE SOUTH 85°24'15" WEST 60.16 FEET;

THENCE NORTH 00°24'55" WEST 1.70 FEET;

THENCE SOUTH 84°48'22" WEST 60.21 FEET;

THENCE NORTH 00°24'55" WEST 4.16 FEET;

THENCE SOUTH 89°35'05" WEST 64.80 FEET;

THENCE NORTH 03°09'36" WEST 25.10 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.18 ACRES;

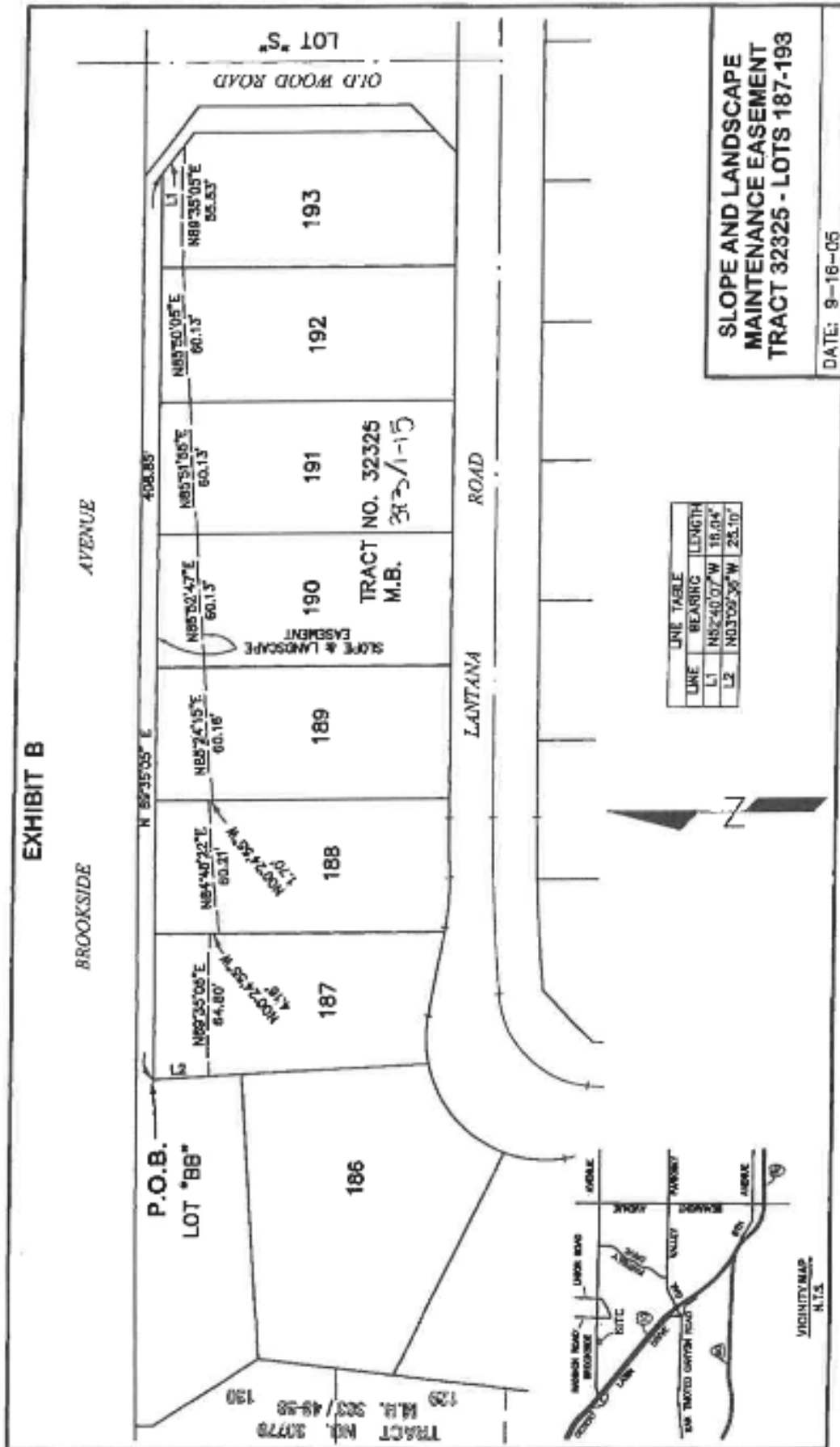
SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

RON V. BÄNUELOS, PLS. 7940
EXP. 12/31/05

EXHIBIT "B"

ATTACH DIAGRAM PER "EASEMENT"

NO RI
CE]



PROPERTY BY

This is to certify that the easement in real property conveyed by that certain Assignment of Easement dated September ____, 2020 is hereby accepted by order of City Council of the City, pursuant to the authority conferred by City Council Resolution No. 2020-_____ adopted on September ____, 2020, and the City as grantee further consents to its recordation thereof by its duly authorized officer, the City Manager.

The City of Beaumont, a general law city

Dated

By: _____
Todd Parton, City Manager

ATTEST:

Steven Mehlman, City Clerk

APPROVED AS TO FORM:

John Pinkney, City Attorney

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IN TRACT NUMBERS 32325
WITH SLOPE EASEMENTS
(Solera Oak Valley Greens Association)

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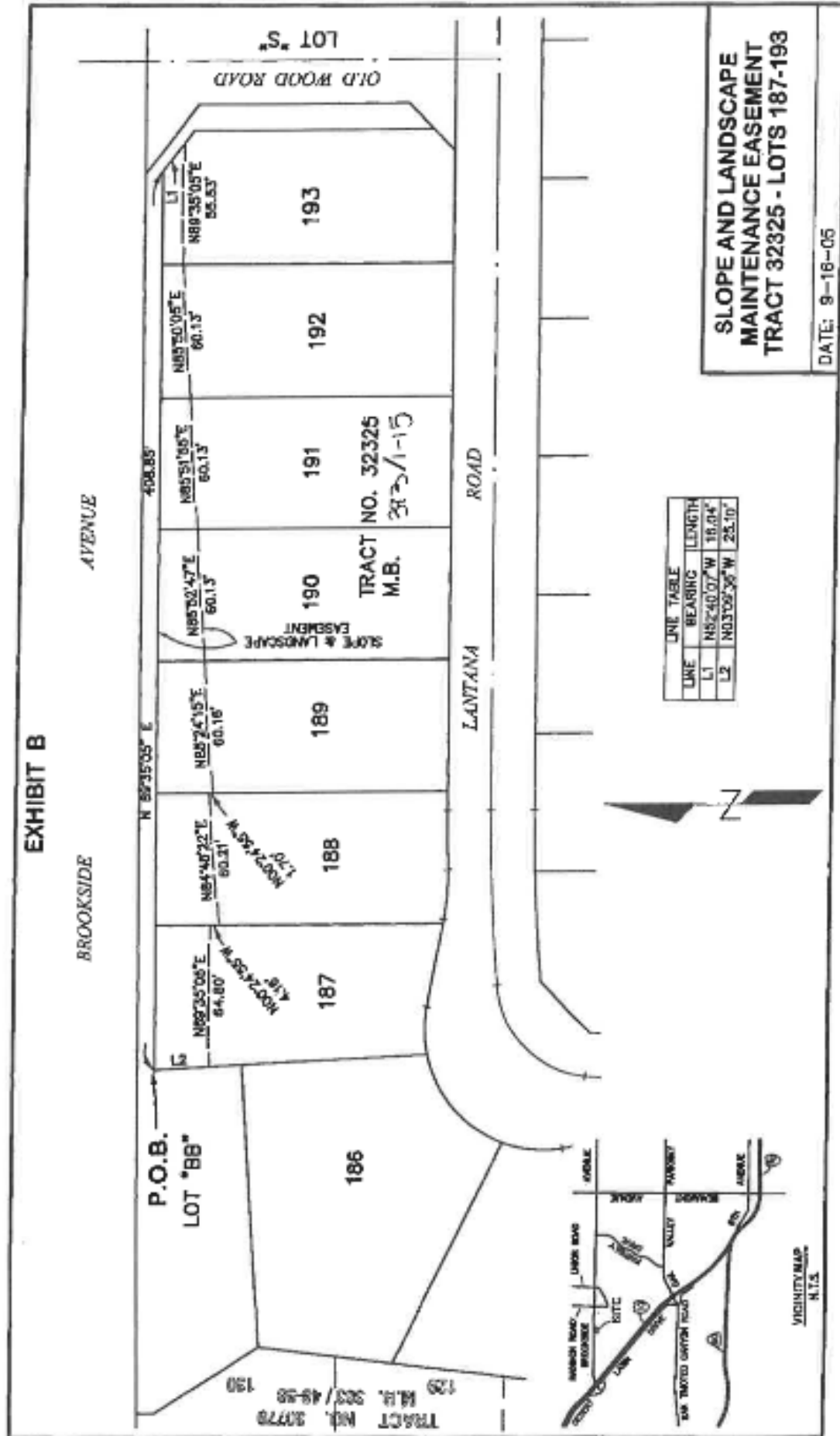
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RON V. BANUELOS, PLS. 7940
EXP. 12/31/05

EXHIBIT B



**SLOPE AND LANDSCAPE
MAINTENANCE EASEMENT
TRACT 32325 - LOTS 187-193**

DATE: 9-16-05