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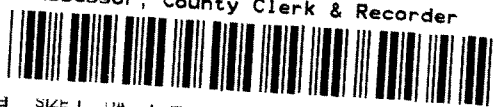
DOC # 2004-0131329

02/26/2004 08:00A Fee:NC

Page 1 of 46

Recorded in Official Records
County of Riverside

Gary L. Orso
Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

CITY OF BEAUMONT
550 E. 6th STREET
BEAUMONT, CA 92223

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Development Agreement Between City of Beaumont & LB/L - Sun Cal
Title of Document
Oak Valley LLC

THIS AREA FOR
RECORDER'S
USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

City Clerk
City of Beaumont
550 East Sixth Street
Beaumont, California 92223

DOC # 2003-977700

12/15/2003 08:00A Fee:NC

Page 1 of 42

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



EXEMPT: GOV'T CODE § 6103

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DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF BEAUMONT

AND

LB/L-SUNCAL OAK VALLEY LLC

2



*(Pursuant to California Government Code Sections 65864 - 65869.5
and City of Beaumont Resolution No. 1987-34)*

November 18, 2003

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** ("**Agreement**") is entered into to be effective on the date of recordation, between **LB/L-SUNCAL OAK VALLEY LLC**, a Delaware limited liability company (the "**Developer**"), and the **CITY OF BEAUMONT**, a municipal corporation organized and existing under the laws of the State of California (the "**City**"). The Developer and the City are sometimes collectively referred to herein as the "**parties**."

RECITALS:

This Agreement is predicated upon the following facts:

- A. These Recitals use certain capitalized terms which are defined in this Agreement.
- B. Government Code Sections 65864 - 65869.5 authorize the City to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purpose of strengthening the public planning process, encouraging private participation and comprehensive planning and reducing the economic costs of such development. The City has implemented the law contained in such sections by adopting Resolution No. 1987-34, titled "Establishing Procedures and Requirements for Consideration of Development Agreements" (such Resolution, together with the aforementioned Government Code Sections, are being referred to herein as the "**Development Agreement Law**").
- C. This Agreement is adopted pursuant to the Development Agreement Law.
- D. Developer has entered into a Purchase and Sales Agreement with Oak Valley Partners, L.P., a Texas limited partnership ("**Oak Valley Partners**"), to acquire undeveloped land owned by Oak Valley Partners located in the City and more particularly described on Exhibit "A" and as shown on Exhibit "B" attached and made a part of this Agreement (the "**Property**"). On April 9, 2003, the Riverside Local Agency Formation Commission issued and recorded the Certificate of Completion annexing the land owned by Oak Valley Partners, including the Property.
- E. The Developer intends to develop the Property in accordance with the Development Plan, as hereinafter defined (the "**Project**"). The Project is highly capital intensive, especially in its initial phases, which, in order to make the Project economically and fiscally feasible, requires major commitment to and investment in public facilities and on-site and off-site infrastructure improvements prior to the construction and sale or leasing of residential and commercial buildings. This Agreement will facilitate the logical and orderly development of the Project in the City.
- F. The City has determined the Development Plan is consistent with the City General Plan and has approved the Development Plan in order to promote the health, safety and welfare of its citizens and protect the quality of life of the community and the surrounding environment. The Development Plan consists of Specific Plan No. 318 which was approved for

the Property by the County of Riverside ("**County**") on August 14, 2001, for which the County prepared and certified Environmental Impact Report No. 418 (the "**EIR**"). As part of the process of approving the Development Plan, the City has prepared and reviewed, pursuant to the California Environmental Quality Act ("**CEQA**"), an Addendum to the EIR, with respect to the potential significant impacts of the Project resulting from its annexation to the City and made a Finding of Substantial Conformance with Specific Plan 318. The City has determined based on that review that the EIR adequately addresses the potential significant impacts of the Project, and that accordingly neither a supplemental nor subsequent environmental impact report is required for the Development Plan and this Agreement.

G. All of the proceedings relating to the approval of the Agreement have been conducted in accordance with the Development Agreement Law and CEQA.

H. On November 18, 2003, the City Council of the City adopted Ordinance No. 850 approving this Agreement with the Developer.

I. The terms and conditions of this Agreement have undergone extensive review by the City and its City Council and have been found to be fair, just and reasonable, and the City has found and determined that the execution of this Agreement is in the best interest of the public health, safety and general welfare of the City and its residents and that adopting this Agreement constitutes a present exercise of its police power.

AGREEMENT

In light of the foregoing Recitals, which are an operative part of this Agreement, the parties agree as follows:

1. DEFINITIONS.

"**Agreement**" is this Development Agreement.

"**Agreement Date**" is the date this Agreement is approved by the City Council.

"**Alternative Financing Mechanism**" has the meaning given that phrase in Section 10.5 below.

"**CEQA**" is the California Environmental Quality Act, Public Resources Code section 21000 *et seq.*

"**CFD**" is a Community Facilities District formed pursuant to the Mello-Roos Community Facilities Act of 1982, California Government Code section 53312 *et seq.*

"**City**" is the City of Beaumont, California.

"**City's Discretion**" is discretion exercised by the City in accordance with the policies and principles set forth in the Development Plan, this Agreement and the procedures in effect as of the Effective Date such that the approvals given by the City to the Developer pursuant to the exercise of such discretion shall not be unreasonably withheld or delayed.

“County” is the County of Riverside, California.

“Developer” is LB/L–Suncal Oak Valley LLC, a Delaware limited liability company.

“Development Agreement Law” is California Government Code sections 65864 *et seq.*, and Resolution No. 1987-34, titled “Establishing Procedures and Requirements for Consideration of Development Agreements.”

“Development Plan” is, collectively, the permits and approvals listed on Exhibit “C.”

“Effective Date” is that date which is the later to occur of (a) the expiration of the time for filing a referendum petition relating to this Agreement if no such petition is filed within such period; or (b) the certification of the results of a referendum election are declared approving this Agreement if a referendum petition is filed within the applicable period.

“EIR” is Environmental Impact Report No. 418 (“EIR”) for Specific Plan 318 certified by the County of Riverside on August 14, 2001, and the “Addendum” prepared for the Project and approved by the City Council on November 5, 2002.

“Project” is the proposed development of the Property included within the Development Plan and associated amenities, including, without limitation, on-site and off-site improvements contemplated by the Development Plan, as the same may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

“Property” is the real property on which the Project is, or will be, located as described on Exhibit “A” attached hereto and shown on Exhibit “B” attached hereto.

2. **EXHIBITS.** The following documents are referred to in this Agreement, attached hereto and incorporated herein by this reference:

<u>Exhibit Designation</u>	<u>Description</u>
A	Legal Description of the Property
B	Map of the Property
C	List of Permits and Approvals
D	City Conditions of Approval

3. **MUTUAL BENEFITS.** This Agreement is entered into for the purpose of implementing the Development Plan for the Project in a manner that will secure certain assurances to the Developer that the Property may be developed in accordance with the Development Plan and this Agreement, and certain benefits to the City as set forth in this Agreement. The City and the Developer agree that, due to the size and duration of the Project, the Agreement is necessary to achieve those desired benefits.

4. **INTEREST OF THE DEVELOPER.** The Developer represents that the Developer owns an equitable interest in the Property under a legally binding contract to purchase the Property.
5. **BINDING EFFECT OF AGREEMENT.** The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns as set forth herein.
6. **PROJECT AS A PRIVATE UNDERTAKING.** It is specifically understood and agreed that the development of the Project is a private and not a public sector development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and the Developer is that of a government entity regulating the development of private property by the equitable owner of such Property.
7. **TERM.** The term of this Agreement shall be twenty-five (25) years following the Effective Date. Expiration of the term of this Agreement shall not in any manner affect rights which have otherwise vested under applicable law.
8. **HOLD HARMLESS** The Developer shall hold the City, its officers, agents, employees and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage, arising on the Property from the wrongful or negligent activities of the Developer or those of the Developer's contractors, subcontractors, agents, employees or other persons acting on the Developer's behalf which relate to the Project. In the event any person not a party or a successor to a party to this Agreement institutes any type of action against the City with respect to this Agreement, City and Developer shall cooperate in defending against the action, provided that City may, in its sole discretion, elect to tender the defense of such action to the Developer. If the Developer accepts the tender, the Developer shall thereafter hold City harmless from and defend City from all costs and expenses incurred in the defense of such action, provided that City fully cooperates with the Developer in the defense of such action. If the Developer declines the tender, then City shall have no further obligation or duty to defend the action.
9. **VESTED RIGHT.** By entering into this Agreement the City grants to the Developer a vested right to develop the Property in accordance with the Development Plan. The City shall not enact and enforce against the Project an ordinance, policy, rule, regulation or other measure which significantly alters the rate, type, manner, density, timing or sequencing of the Project. In addition to and not in limitation of the foregoing, it is the intent of the Developer and the City that no moratorium, whether relating to the rate, type, manner, density, timing or sequencing of the Project and whether or not enacted by initiative or otherwise, except a moratorium imposed by the City to implement State or Federal laws, statutes, regulations, policies or orders as provided in Section 11.2, affecting parcel or subdivision maps, building permits, plot plans, special use permits, conditional use permits, occupancy certificates or other entitlements to use or permits approved, issued or granted within the City, or portions of the City, shall not apply to the Project to the extent such moratorium or other limitation is in conflict with the Development Plan. Notwithstanding the foregoing, should an ordinance, general plan or zoning amendment,

measure, moratorium, policy, rule, regulation or other limitation enacted by the citizens of the City through the initiative process be determined by a court of competent jurisdiction to invalidate or prevail over all or any part of the Development Plan, the Developer shall have no recourse against the City pursuant to this Agreement. The foregoing shall not be deemed to limit the Developer's right to appeal any such determination of such ordinance, general plan or zoning amendment, measure, policy, rule, regulation, moratorium or other limitation which purports to invalidate or prevail over all or any part of this Agreement.

10. DEVELOPMENT OF THE PROJECT.

10.1 Phasing and Timing of Development. When or the order in which Project phases will be developed, or whether it will be developed at all, depend upon numerous factors which are not within the control of the Developer or City, such as market orientation and demand, interest rates, availability of funding, competition and other similar factors. Accordingly, to the extent permitted by the Development Plan and this Agreement, the Developer shall have the right to develop the Project in phases in such order and at such times as the Developer, in its sole discretion, deems appropriate within the exercise of its subjective business judgment; provided, however, that the City reserves the right to review, condition and approve each phase through discretionary and ministerial approvals consistent with this Agreement.

10.2 Effect of Agreement on Land Use Regulations. The rules, regulations and policies governing permitted uses of property, the density and intensity of use of property, the maximum height and size of proposed buildings and the design, improvement, construction and development standards and specifications applicable to development of property are those rules, regulations and policies in force as of the date of the Agreement, and those rules, regulations and official policies which may hereinafter be adopted by the City in accordance with Section 11.1 hereof, or State or Federal laws, statutes, regulations, policies or orders as provided in Section 11.2.

10.3 Application Processing. In connection with any approval which the City is permitted or has the right to make under this Agreement relating to the Project, or otherwise under its rules, regulations and official policies, the City shall exercise the City's discretion or take action in a manner which is as expeditious as reasonably possible.

10.4 Administrative Changes and Amendments. The parties acknowledge that further planning and development of the Project may demonstrate that refinements and changes are appropriate with respect to the details of the Project or interpretation of the Development Plan. If and when the parties find that minor changes or adjustments are necessary or appropriate to the Project or the Development Plan, they shall, unless otherwise required by law, effectuate such changes or adjustments through administrative amendments approved by the Director of Planning, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further changed and amended from time to time as necessary, with approval by the Director of Planning as may be requested by the Developer. Minor changes or amendments shall be those which are consistent with the overall intent of the Development Plan and this Agreement and which do not materially alter the overall nature, scope, or design of the Project. Any such minor administrative changes or amendments shall not be deemed to be an

amendment to this Agreement under Government Code Section 65868 and, unless otherwise required by law, no such administrative amendments shall require prior notice or hearing. As part of this Agreement, City understands and agrees that (i) any planning area designated for commercial use or park use, may instead be developed with residential dwelling units at an average density of up to 5.2 units per net acre, without further amendment of the Development Plan.

10.5 Mello-Roos Communities Facilities Districts; Other Assessment Districts or Financing Mechanisms. Pursuant to Chapter 2.5 (commencing with section 53312) Part 1, Division 2, Title 5 of the Government Code of the State of California, commonly known as the "Mello-Roos Community Facilities Act of 1982," the Developer may, at its sole election, petition the City Council of the City or a joint powers agency in which the City is a member to establish a Community Facilities District ("CFD"), in accordance with the City's policies in existence on the Effective Date. Alternatively, or in addition thereto, the Developer may request that the City initiate and complete proceedings under the Municipal Improvement Act of 1911, the Municipal Improvement Act of 1913, the Improvement Bond Act of 1915, the Landscaping and Lighting Act of 1972, or any and all other available public financing mechanism, to provide public conduit financing for the construction of public infrastructure improvements on the Property ("**Alternative Financing Mechanisms**"). If so requested by the Developer, the City shall cooperate with the Developer (or, for matters beyond its control, shall use its best efforts) in taking all steps necessary to cause the CFD or Alternative Financing Mechanisms to issue bonds for such purposes. If the Property is included within a CFD or Alternative Funding Mechanism with other surrounding properties, the special taxes or special assessments burdening the various properties so included shall be apportioned on a fair share basis related to the benefit derived by each of such properties in accordance with City policies at the time such property is included.

10.6 Public Services and Facilities. The Development Plan requires an integrated roadway system, and other public facilities including parks, schools, storm drains, and water and sewer facilities. City will reasonably assist Developer in obtaining public facilities and services for the Project on a timely basis in keeping with the pace of development of the Property. To the extent that the Developer constructs, installs or provides financing for public facilities or other public infrastructure improvements that benefit lands outside of the Property, the City shall use best reasonable efforts to adopt such ordinances, mitigation fees, liens or assessments as are necessary to provide credits, reimbursements, or in-kind funding to the Developer for the fair share of the benefits conferred upon such lands other than the Property by such public facilities or infrastructure improvements.

10.7 Other Governmental or Quasi-Governmental Permits. The Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental agencies having jurisdiction over the Project (such as public utilities or utility districts, or other federal or state agencies) to the extent required for the development of, or provision of, services and facilities to the Project as set forth in the Development Plan. The City shall cooperate with and assist the Developer in obtaining such permits and approvals, and, where necessary in making application for such approvals or permits. The Developer shall be solely responsible for all costs and shall be responsible for the processing of all such permits.

10.8 Consistency Between This Agreement and Current Laws. The City represents that as of the date of the execution of this Agreement, there are no rules, regulations, ordinances or official policies of the City that would interfere with the development of the Project according to the Development Plan.

10.9 Assessments, Fees, Mitigation and Exactions. The City shall not impose any future assessment, fee, mitigation measure or exaction on the Project or any portion thereof, except (a) those existing and proposed assessments, fees, mitigation measures and exactions included in Exhibit "C", (b) such other fees, assessments and exactions as may be adopted or imposed by the City in conformance with the requirements of Article XIII D of the California Constitution, (c) such other development impact fees or categories of development impact fees which are adopted on a City or County-wide basis or as required as a condition to obtaining County funding; and (d) such other development impact fees or categories of development impact fees which are imposed on other development projects in the City and are adopted and levied based on a benefit assessment. Fees payable to City shall be at rates applicable on the date the fee is paid. City shall recognize and apply a dollar-for-dollar in-lieu credit against any and all fees, for and equal to the cost of improvements and/or dedications made in the development of the Project by the Developer, or funded by any CFD or Alternative Financing Mechanism including the Property, and for which the fees would otherwise be imposed. City further agrees to use any fees paid with respect to development of the Project to fund improvements which benefit the Project, to the fullest reasonable extent available and applicable under the law. Any payments made to the City as required in that certain settlement agreement between the Developer and the Cherry Valley Acres and Neighbors settling a lawsuit against Specific Plan 318 shall be treated by City as an advance and credit against any fees that may be imposed by the City for the same purposes as the payment.

10.10 Reimbursement by the City. Pursuant to Government Code Section 65865.2, the City hereby agrees that as future development fees, assessments and exactions are imposed on future projects which have benefited from the fees, assessments and exactions paid by the Developer, the City shall promptly reimburse the Developer to the extent that such fees, assessments and exactions paid by Developer benefited lands outside of the Property, but only to the extent that the City actually receives or collects such fees, assessments or exactions for a period of ten years from the date the fee was paid.

11. RULES, REGULATIONS, REQUIREMENTS AND OFFICIAL POLICIES.

11.1 New Rules. This Agreement shall not prevent the City from applying the following new rules, regulations, requirements and policies, if applied on a City-wide or area of benefit basis:

11.1.1 Processing fees and charges imposed by the City which cover only the estimated actual costs to the City of processing applications for development approvals, for monitoring compliance with any development approvals or for monitoring compliance with environmental impact mitigation measures.

11.1.2 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of

procedure, provided that such changes in procedural regulations do not have the effect of materially interfering with the benefits conferred by this Agreement.

11.1.3 Regulations governing construction standards and specifications including, without limitation, the City's Building Code, Plumbing Code, Mechanical Code, Electrical Code and Fire Code.

11.1.4 Regulations which are necessary to protect public health and safety, provided that to the maximum extent possible such regulations shall be designed, construed and applied in a manner to preserve the benefits of this Agreement.

11.1.5 New or increased fees or categories of fees imposed as a condition of development, for the purpose of defraying all or a portion of the cost of public facilities (as defined in Government Code Sections 66000 *et seq.*) related to development projects.

11.1.6 Regulations which are in conflict with the Development Plan or this Agreement if such regulations have been consented to in writing by the Developer.

11.2 State and Federal Laws. In the event that State or Federal laws or regulations enacted after this Agreement is executed prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

12. AMENDMENT OR CANCELLATION OF AGREEMENT. This Agreement may be amended or canceled in whole or in part only by mutual consent of the parties in the manner provided for in Government Code Section 65868.

13. ENFORCEMENT. Unless amended or canceled as provided in Section 12 above, or modified or suspended pursuant to Government Code Section 65869.5, this Agreement is enforceable by either party hereto notwithstanding any change in any applicable general or specific plan, zoning, or subdivision regulation or standard adopted by the City (or by the voters of the City unless found by a court of competent and final jurisdiction to prevail over this Agreement) which alters or amends the Development Plan or is inconsistent with this Agreement.

14. PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT. The City shall review this Agreement at least once every year from the date this Agreement is executed. During each periodic review, each party is required to demonstrate good faith compliance with the terms of this Agreement. Such periodic review shall be conducted administratively by the City Manager and any appropriate department heads designated by the City Manager to perform such periodic review. If the City Manager finds that the Developer is not in good faith compliance with this Agreement, the Developer shall have the right to appeal such finding to the City Council. The City Council on appeal shall not hold a public hearing to review a finding that the Developer is not in good faith compliance with this Agreement unless so requested by the Developer in writing at the time of the submission of such appeal. The City shall notify the

Developer in writing of the date for review at least thirty (30) days prior thereto. The Developer shall pay or reimburse the City for the City's reasonable costs incurred in connection with such periodic reviews.

15. Events of Default.

15.1 Default by the Developer. If the City Council determines on the basis of substantial evidence upon appeal of the City Manager's decision pursuant to Section 14 hereof that the Developer has not complied in good faith with the terms and conditions of this Agreement, it shall, by written notice to the Developer, specify the manner in which the Developer has failed to so comply and state the steps the Developer must take to bring itself into compliance. If, within sixty (60) days after the effective date of notice from the City specifying the manner in which the Developer has failed to so comply, the Developer does not commence action reasonably necessary to bring itself into compliance as required and thereafter diligently pursue such steps to completion, then the Developer shall be deemed to be in default under the terms of this Agreement and the City may, if such failure persists after thirty (30) days' prior written notice, exercise its rights and remedies pursuant to Section 15.3.

15.2 Default by the City. If the Developer determines on the basis of substantial evidence that the City has not complied in good faith with the terms and conditions of this Agreement, the Developer shall, by written notice to the City, specify the manner in which the City has failed to so comply and state the steps the City must take to bring itself into compliance. If, within sixty (60) days after the effective date of notice from the Developer specifying the manner in which the City has failed to so comply, the City does not commence steps reasonably necessary to bring itself into compliance as required and thereafter diligently pursue such steps to completion, then the City shall be deemed to be in default under the terms of this Agreement and if such failure persists after thirty days prior written notice, the Developer may terminate this Agreement or seek specific performance as set forth in Section 15.3.

15.3 Specific Performance Remedy. Due to the size, nature and scope of the Project, it will not be practical or possible to restore the Property to its natural condition following development of all or any portion of the Property. After such development, the Developer may be foreclosed from other choices it may have had to utilize the Property. The Developer has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing substantially more time and resources in implementing the Project in reliance upon the terms of this Agreement. It would be difficult or impossible to accurately determine the sum of money which would adequately compensate the Developer for such efforts. For the above reasons, the City and the Developer agree that damages alone would not be an adequate remedy if the City fails to carry out its obligations under this Agreement. Similarly, if the Developer breaches certain of its obligations hereunder, monetary damages may not constitute an adequate remedy for the City. Therefore, the parties agree that specific performance of this Agreement is an appropriate remedy if either party defaults and fails to perform its non-monetary obligations under this Agreement. Notwithstanding the foregoing, nothing in this Agreement is intended to prevent either party from seeking recovery of appropriate damages in the event that the terms of this Agreement are breached. The City and the Developer acknowledge that if the Developer is in default of its obligations under this Agreement, the City shall have the right to refuse to issue any

permits or other approvals to which the Developer would not otherwise have been entitled but for this Agreement.

16. INSTITUTION OF LEGAL ACTION. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof, to recover damages for any default or to obtain any other remedies consistent with the purpose of this Agreement. Any such legal action shall be brought in the Superior Court of the State of California for the County of Riverside. The parties hereto waive any right to trial by jury.

17. WAIVERS AND DELAYS.

17.1 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, and failure by a party to exercise its rights upon a default by the other party hereto, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future.

17.2 Third Parties. Nonperformance shall not be excused because of a failure of a third person except as provided in Section 17.3 below.

17.3 Force Majeure. Neither party shall be deemed to be in default for failure or delay in performance of any of its obligations under this Agreement if caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes, other labor difficulties, government regulations or other causes beyond either of the parties' control. If any such event shall occur, the term of this Agreement and the time for performance by the Developer of any of its obligations hereunder or pursuant to the Development Plan shall be extended by the period of time that such events prevent or delay development of the Project.

18. NOTICES. All notices required or provided for under this Agreement shall be in writing and delivered in person and deposited in the United States mail, postage prepaid and addressed as follows:

- To the City: The City of Beaumont
 550 East Sixth Street
 Beaumont, California 92223
 Attn: City Manager

- With a copy to: Mr. Joseph Aklufi
 Aklufi & Wysocki
 3403 Tenth Street, Suite 610
 Riverside, CA 92501

- To the Developer: LB/L-Suncal Oak Valley LLC
 c/o SunCal Companies
 5109 E. La Palma, Suite D
 Anaheim, CA 92807
 Attn: Bruce Elieff

With a copy to: Hewitt & O'Neil LLP
19900 MacArthur Blvd., Suite 1050
Irvine, California 92612
Attn: Dennis D. O'Neil, Esq.

Any party may change its address stated herein by giving notice, in writing, to the other parties.

19. ATTORNEYS' FEES. If legal action is brought by either party against the other for breach of this Agreement, or to compel performance under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

20. TRANSFERS AND ASSIGNMENTS.

20.1 Right to Assign. The Developer shall have the right to sell, assign or transfer this Agreement and any and all of its rights, duties and obligations hereunder, in whole or in part, to any person or entity at any time during the term of this Agreement; provided, however, in no event shall the rights, duties and obligations conferred upon the Developer pursuant to this Agreement be at any time so transferred or assigned except through a transfer of an interest of the Developer in the Property, a portion . The assignment shall not be effective without the City's prior approval, which shall not be unreasonably withheld, to ensure that the assignment will not prevent the orderly development of the Project consistent with the Agreement or Development Plan. In the event of any such assignment, the transferee shall thereafter be solely liable for the performance of all obligations of the Developer relating to the portion of the Property, or interest therein, so transferred. Such transferee or the Developer shall notify the City, in advance, and in writing of their intent to transfer such obligations.

20.2 Release Upon Transfer. Upon the sale, transfer or assignment of the Developer's rights and interests under this Agreement as permitted pursuant to Section 20.1, the Developer shall be released from its obligations under this Agreement and all of the Developer's obligations pursuant to the Development Plan, or other agreements assumed by transferee with respect to the Property, or portion thereof, so transferred, provided that (a) the Developer is not then in default under the Agreement, (b) the Developer or transferee has provided the City notice of such transfer and (c) the transferee executes and delivers to the City a written agreement in which (i) the name and address of the transferee is set forth and (ii) the transferee expressly and unconditionally assumes all of the obligations of the Developer under this Agreement with respect to the Property, or a portion thereof, so transferred.

21. COOPERATION IN THE EVENT OF LEGAL CHALLENGE. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of this Agreement or any portion thereof, the parties hereby agree to cooperate in defending such action, subject to the provisions of Section 8. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending.

22. EMINENT DOMAIN. No provision of this Agreement shall be construed to limit or restrict the exercise by the City of its power of eminent domain.

23. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the Developer warrant and represent that they have the authority to execute this Agreement on behalf of the Developer and warrant and represent that they have the authority to bind the Developer to the performance of its obligations hereunder.

24. **ESTOPPEL CERTIFICATES.** The City shall at any time upon not less than thirty (30) days' prior written notice from the Developer execute, acknowledge and deliver to the Developer a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); (ii) certifying the amounts of the fees, assessments and exactions that have been received from the Developer and what amounts, if any, remain outstanding; and (iii) acknowledging that there are not, to the City's knowledge, any defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser, lender or joint venture partner.

25. **RECORDATION.** This Agreement and any amendment or cancellation hereto shall be recorded in the Official Records of the County of Riverside, by the City Clerk within the period required by Section 65868.5 of the Government Code.

26. **PROTECTION OF MORTGAGE HOLDERS.** The parties hereto agree that this Agreement shall not prevent or limit the Developer, in any manner, at the Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. The City acknowledges that the lenders providing such financing may require certain interpretations, estoppel certificates and modifications to this Agreement and agrees upon request, from time to time, to meet with the Developer and representatives of such lenders to negotiate in good faith any such request for interpretations, estoppel certificates or modifications. The City will not unreasonably withhold its consent to any such requested interpretation, estoppel certificate or modification provided the same is consistent with the intent and purposes of this Agreement. The holder(s) of any mortgage, deed of trust or other security instrument encumbering the Property (each, a "**Mortgagee**") shall have the following rights and privileges:

26.1.1 Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

26.1.2 Any Mortgagee which has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by the Developer in the performance of the Developer's obligations under this Agreement.

26.1.3 If the City timely receives a request from a Mortgagee requesting a copy of any notice of default given to the Developer under the terms of this Agreement, the City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to the Developer. Mortgagee's not party to this Agreement. If the cure period for a default by the Developer set forth in Section 15.1 above has expired and such default has not been cured, the Mortgagee shall be provided with an additional thirty (30) day period after the

expiration of such cure period in which to commence all steps reasonably necessary to bring the Developer in compliance as required under this Agreement and thereafter diligently pursue such steps to completion. During such cure period, and if the default is ultimately cured, the City shall not terminate this Agreement.

26.1.4 Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of the Developer's obligations or other affirmative covenants of the Developer hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by the Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of this Agreement.

27. SEVERABILITY OF TERMS. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to enforce.

28. SUBSEQUENT AMENDMENT TO AUTHORIZING STATUTE. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Law in effect as of the Agreement Date. Accordingly, subject to Section 11.2 above, to the extent a subsequent amendment to the Development Agreement Law would affect the provisions of this Agreement, such amendment shall not be applicable to the Agreement unless necessary for this Agreement to be enforceable or unless this Agreement is modified pursuant to the provisions set forth in the Agreement and Government Code Section 65868 in effect on the Agreement Date.

29. INTERPRETATION AND GOVERNING LAW. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. Unless otherwise provided, any ambiguity concerning the content or application of the Development Agreement, arising as a result of any apparent conflict between (a) the conditions, terms and requirements to be applied by City under the Development Agreement and (b) the conditions, terms and requirements previously imposed on the Project by the County of Riverside, shall be resolved by the City's Planning Director, subject to the appeal procedure set forth in the Development Code for appeals of staff determinations.

30. SECTION HEADINGS. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

31. INCORPORATION OF RECITALS AND EXHIBITS. Recitals A through L and attached Exhibits "A" through "D" are hereby incorporated herein by this reference as though set forth in full.

32. RULES OF CONSTRUCTION AND MISCELLANEOUS TERMS.

32.1 Gender. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive.

32.2 Time of Essence. Time is of the essence regarding each provision of this Agreement in which time is an element.

32.3 Cooperation. Each party covenants to take such reasonable actions and execute all documents that may be necessary to achieve the purposes and objectives of this Agreement.

33. TENTATIVE TRACT MAP EXTENSIONS. In accordance with the provisions of Section 66452.6 of the California Government Code, tentative subdivision tract map(s) or tentative parcel map(s), heretofore or hereafter approved in connection with development of the Property, shall be granted an extension of time for the term of this Agreement.

[Signature page follows]

The parties have executed this Development Agreement on the date and year first written above.

"City"

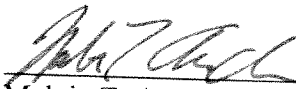
THE CITY OF BEAUMONT, a
municipal corporation of the State of California

By: 
Brian DeForge, Mayor


"Developer"

LB/L - SUNCAL OAK VALLEY LLC,
a Delaware limited liability company

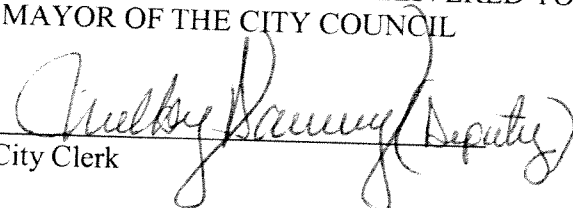
By: LBREP LAKESIDE OAK VALLEY LLC,
a Delaware limited liability company,
its Managing Member

By: 
Melvin T. Andrews,
Authorized Signatory

By: SCC/OAK VALLEY, LLC,
a Delaware limited liability company,
Member

By: 
Bruce Elieff,
Manager

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE MAYOR OF THE CITY COUNCIL

By: 
City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside } ss.

On February 12, 2004 before me, Shaina J. Harwood
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Brian DeForge
Name(s) of Signer(s)

personally known to me
 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.



WITNESS my hand and official seal.

Shaina J. Harwood
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside } ss.

On February 12, 2004 before me, Shaina J. Harwood
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Sherby Harvey
Names(s) of Signer(s)

personally known to me
 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.



WITNESS my hand and official seal.
Shaina J. Harwood
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.

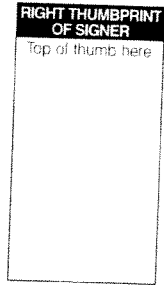
Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange } ss.

On February 5, 2004 before me, Niki Whitney
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Bruce Eliott
Name(s) of Signer(s)

personally known to me
 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.



WITNESS my hand and official seal.

Niki Whitney
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: Development Agreement / City of Beaumont + LBK SunCal Oak Valley, LLC

Document Date: 11-18-03 Number of Pages: 15

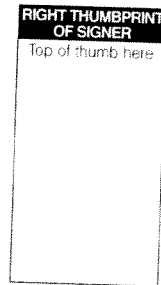
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Bruce Eliott

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

Signer Is Representing: LBK SunCal Oak Valley, LLC



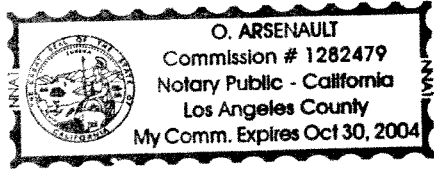
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On February 6, 2004 before me, O. Arsenault
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)
personally appeared Melvin T. Andrews
Name(s) of Signer(s)

personally known to me
 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.



WITNESS my hand and official seal.
O. Arsenault
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

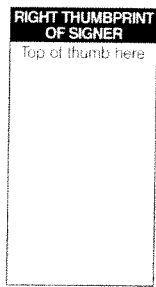


EXHIBIT "A"
LEGAL DESCRIPTION

THOSE PORTIONS OF SECTIONS 25, 26, 27, 31, 32, 35 AND 36 OF TOWNSHIP 2 SOUTH, RANGE 1 WEST AND A PORTION OF SECTION 5 TOWNSHIP 3 SOUTH, RANGE 1 WEST SAN BERNARDINO MERIDIAN, LOCATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PH1-A

PARCEL "A" OF LOT LINE ADJUSTMENT NO. 4188 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 109 OF RECORD OF SURVEYS PAGES 7 THROUGH 13 INCLUSIVE.

PH1-B

PARCEL "B" OF LOT LINE ADJUSTMENT NO. 4188 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 109 OF RECORD OF SURVEYS PAGES 7 THROUGH 13 INCLUSIVE.

PH1-F

PARCEL "F" OF LOT LINE ADJUSTMENT NO. 4188 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 109 OF RECORD OF SURVEYS PAGES 7 THROUGH 13 INCLUSIVE.

PH1-G

PARCEL "G" OF LOT LINE ADJUSTMENT NO. 4188 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 109 OF RECORD OF SURVEYS PAGES 7 THROUGH 13 INCLUSIVE.

PH1-H

PARCEL "H" OF LOT LINE ADJUSTMENT NO. 4188 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 109 OF RECORD OF SURVEYS PAGES 7 THROUGH 13 INCLUSIVE.

PH2-C

PARCEL "C" OF LOT LINE ADJUSTMENT NO. 4188 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 109 OF RECORD OF SURVEYS PAGES 7 THROUGH 13 INCLUSIVE.

PH2-D

PARCEL "D" OF LOT LINE ADJUSTMENT NO. 4188 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 109 OF RECORD OF SURVEYS PAGES 7 THROUGH 13 INCLUSIVE AND AMENDED BY LOT LINE ADJUSTMENT NO. 03-LLA-11 (SHOWN AS PARCEL "A") AS INSTRUMENT NO. 2003-500693 RECORDED JULY 7, 2003.

PH2-E

PARCEL "E" OF LOT LINE ADJUSTMENT NO. 4188 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 109 OF RECORD OF SURVEYS PAGES 7 THROUGH 13 INCLUSIVE.

PH2-R

PARCEL "R" OF LOT LINE ADJUSTMENT NO. 4188 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 109 OF RECORD OF SURVEYS PAGES 7 THROUGH 13 INCLUSIVE.

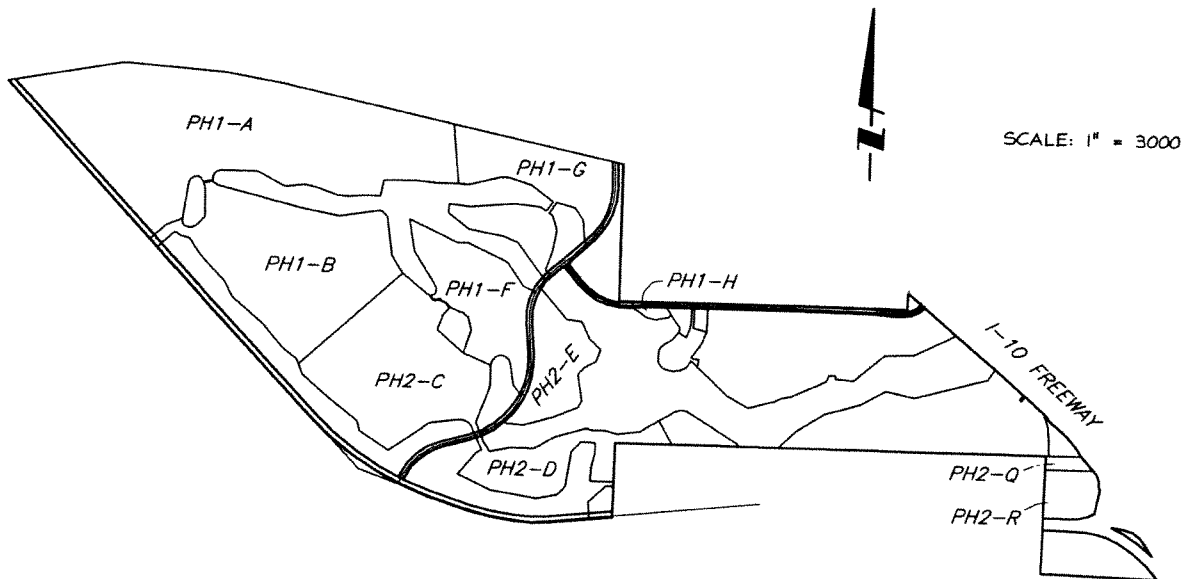
PH2-Q

PARCEL "Q" OF LOT LINE ADJUSTMENT NO. 4188 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 109 OF RECORD OF SURVEYS PAGES 7 THROUGH 13 INCLUSIVE AND AMENDED BY LOT LINE ADJUSTMENT NO. 03-LLA-11 (SHOWN AS PARCEL "B") AS INSTRUMENT NO. 2003-500694 RECORDED JULY 7, 2003.

EXHIBIT B

SHEET 1 OF 1

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION



PH1-A, PCL A PER LLA# 4188

PH1-B, PCL B PER LLA# 4188

PH1-F, PCL F PER LLA# 4188

PH1-G, PCL G PER LLA# 4188

PH1-H, PCL H PER LLA# 4188

PH2-C, PCL C PER LLA# 4188

PH2-D, PCL D PER LLA# 4188 AS
AMENDED (PCL A) PER LLA 03-LLA-11

PH2-E, PCL E PER LLA# 4188

PH2-Q, PCL Q PER LLA# 4188 AS
AMENDED (PCL B) PER LLA 03-LLA-11

PH2-R, PCL R PER LLA# 4188

PHASE 1 AND 2

The Keith Companies

TKC

22690 Cactus Avenue, Suite 300 Moreno Valley, CA 92553-9024 (909) 653-0234

P:\31841.00.Dwg\PRX0008.dwg, 08/19/2003 09:56:57 AM, J JOSEPHANS

Plotted: 8/18/2003 5:18:19 PM By: B. PIERCE DWG: P:\31841.00.Dwg\PRX0008.dwg

EXHIBIT C

LIST OF PERMITS AND APPROVALS

Specific Plan 318
Finding of Substantial Conformance
EIR 418 and Addendum
Vesting Tentative Tract Map 31462

EXHIBIT D
CONDITIONS OF APPROVAL

OC555823.3
OC562979.1

Exhibit D

CITY OF BEAUMONT

CONDITIONS OF APPROVAL

SPECIFIC PLAN 318

1. **HOLD HARMLESS**

The applicant or any successor-in-interest shall defend, indemnify, and hold harmless the City of Beaumont (City), its agents, officers, or employees from any claim, action, or proceeding against the City, its agents, officers, or employees to attack, set aside, void or annul an approval of the City, its advisory agencies, appeal boards, or legislative body concerning this SPECIFIC PLAN. The City will promptly notify the applicant of any such claim, action, or proceeding against the City and will cooperate fully in the defense. If the City fails to promptly notify the subdivider of any such claim, action, or proceeding or fails to cooperate fully in the defense, the subdivider shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City.

2. **DEFINITIONS**

The words identified in the following list that appear in all capitals in the attached conditions of Specific Plan No. 318 shall be henceforth defined as follows:

SPECIFIC PLAN = Riverside County Specific Plan No. 318

CHANGE OF ZONE = City of Beaumont Change of Zone No. 02-RZ-03.

EIR = Riverside County Environmental Impact Report No. 418.

3. **SPECIFIC PLAN DOCUMENT**

Specific Plan No. 318 shall consist of the following:

- a. Specific Plan Document, which must include, but to be limited to, the following items:
 1. City Council Specific Plan Resolution.
 2. Conditions of Approval.
 3. Specific Plan Zoning Ordinance Text.
 4. Land Use Plan in both 8 ½" x 11" black-and-white and 11"x 17" color formats
 5. Specific Plan text.
 6. Descriptions of each Planning Area in both graphical and narrative formats.

- b. Environmental Impact Report No. 418 Document, which must include, but not be limited to, the following items:
1. Mitigation Reporting/Monitoring Program (M/M).
 2. Agency Notice of Preparation (NOP).
 3. Draft EIR.
 4. Agency Notice of Completion (NOC).
 5. Comments on the NOC.
 6. Final EIR, including the responses to comments on the NOC.
 7. Technical Appendices
 8. Initial Study/Addendum for Oak Valley Specific Plan 318/ Environmental Impact Report No. 418 Amendment

If any specific plan conditions of approval differ from the specific plan text or exhibits, the specific plan conditions of approval shall take precedence.

4. **ORDINANCE REQUIREMENTS**

The development of the property shall be in accordance with the mandatory requirements of all City ordinances not in conflict with the Specific Plan and state laws.

BUILDING AND SAFETY

5. **APPLICABLE GRADING REGULATIONS**

Anything to the contrary, proposed by SP 318, shall not supersede the following: All grading shall conform to the Uniform Building Code, City's General Plan, and all other relevant laws, rules and regulations governing grading in City.

6. **COMPLIANCE WITH SOILS REPORTS**

All grading shall be performed in accordance with the recommendations of the approved-geotechnical/soils reports for this Specific Plan.

7. **ALL CLEARANCES REQUIRED BEFORE PERMIT**

Prior to issuance of a grading permit, all certifications affecting grading shall have written clearances. This includes, but is not limited to, additional environmental assessments, erosion control plans, geotechnical/soils reports, and departmental clearances.

FIRE DEPARTMENT

8. HAZARDOUS FIRE AREA

The specific plan is located in the "Hazardous Fire Area" of Riverside County as shown on a map on file with the Clerk of the Board of Supervisors. Any building constructed on lots created by this project shall comply with the special construction provisions contained in City Ordinances for Hazardous Fire Areas, and the California Code of Regulations, Title 14, and Public Resources Code 4290.

9. WATER MAINS

All water mains and fire hydrants providing required fire flows shall be constructed in accordance with the appropriate sections of Riverside County Ordinance 460 and/or No. 787, subject to the approval by the Riverside County Fire Department.

10. ROOFING MATERIAL

The proposed project area lies within the VERY HIGH FIRE HAZARD SEVERITY ZONE as shown on the California Fire Classification maps on file. All buildings shall be constructed with a class "A" fire retardant roofing material as per the 1999 California Fire Code. Wood shingles and shakes are not recommended as a roof or other exterior covering material.

11. OPEN SPACE

Prior to approval of any development for lands adjacent to open space areas, a fire protection/vegetation management (fuel modification) plan shall be submitted to the Riverside County Fire Department for review and approval. The Homeowner's Association or appropriate management entity shall be responsible for maintaining the elements to the plan.

12. FINAL FIRE REQUIREMENTS

Final fire protection requirements and impact mitigation measures will be determined when specific project plans are submitted.

13. DISCLOSURE

This project lies within the VERY HIGH FIRE HAZARD SEVERITY ZONE as shown on the Fire Hazard Zone Maps of California. All roof construction shall meet a minimum class "A" rating as described in the current model building code of California.

A fire fuel analysis of the open space/wildlands within and outside the project area may be required prior to submitting a fuel modification plan.

NOTICE - The transferor of real property shall disclose to the transferee that this project lies within a VERY HIGH FIRE HAZARD area.

PUBLIC WORKS DEPARTMENT

14. GREENBELT, BASIN MAINTENANCE

This project proposes detention basins and green belt channels which will require maintenance by a public agency, or a guarantee of maintenance by a public agency in the event the responsible private party fails to meet its maintenance obligation. In particular the detention basin adjacent to Planning Areas 9 and 10 would require such a guarantee because the proposed downstream development would depend on it for public health and safety. These types of flood control facilities are selected at the discretion of the applicant to complement the nature of the proposed development, and do not have a regional benefit commensurate with the maintenance costs which are anticipated to be excessively high. Therefore, to ensure the public is not unduly burdened for future costs, prior to final approval or recordation of any case protected by these drainage facilities, the City will require an acceptable financial mechanism to be implemented to provide for reimbursement of maintenance costs in perpetuity. This may consist of a mechanism to assess individual benefiting property owners, or other means approved by the City. If an acceptable maintenance mechanism cannot be developed, the project should be redesigned to eliminate all high maintenance cost features.

PLANNING DEPARTMENT

15. MAINTAIN PLANNING AREAS

ALL PLANNING AREA NUMBERS SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE SPECIFIC PLAN, UNLESS CHANGED THROUGH THE APPROVAL OF A SPECIFIC PLAN AMENDMENT OR SPECIFIC PLAN SUBSTANTIAL CONFORMANCE ACCOMPANIED BY A REVISION TO THE COMPLETE SPECIFIC PLAN DOCUMENT.

16. TRAFFIC STUDY CONDITIONS

The City has reviewed the traffic study submitted by LSA Associates, Inc. for the referenced project. The study has been prepared in accordance with accepted traffic engineering standards and practices. The study analyzed year 2020 Buildout Impacts for the project and surrounding intersections.

The study indicates that it is possible to achieve a Level of Service "C" for the following intersections (some of which will require additional construction for mitigation at the time of development):

- Singleton Road (NS)/I-10 Fwy EB Ramps (EW)
- Singleton Road (NS)/I-10 Fwy WB Ramps (EW)
- Singleton Road (NS)/Calimesa Boulevard (EW)
- Cherry Valley Boulevard (NS)/I-10 Fwy EB Ramps (EW)
- Cherry Valley Boulevard (NS)/I-10 Fwy WB Ramps (EW)
- Cherry Valley Boulevard (NS)/Calimesa Boulevard (EW)
- Nancy Avenue (NS)/Cherry Valley Boulevard (EW)
- Beaumont Avenue (NS)/Cherry Valley Boulevard (EW)

Brookside Avenue (NS)/Desert Lawn Drive (EW)
Nancy Avenue (NS)/Brookside Avenue (EW)
Oak Valley P'way (NS)/I-10 Fwy EB Ramps (EW)
Oak Valley P'way (NS)/I-10 Fwy WB Ramps (EW)
Beaumont Avenue (NS)/I-10 Fwy EB Ramps (EW)
Beaumont Avenue (NS)/I-10 Fwy WB Ramps (EW)
Potrero Boulevard (NS)/SR-60 EB Ramps (EW)
Potrero Boulevard (NS)/Champions Drive (EW)
"J" Street (NS)/San Timoteo Canyon Road (EW)
"J" Street (NS)/"G" Street (EW)
San Timoteo Canyon Road (NS)/"G" Street (EW)

The study indicates that it is possible to achieve a Level of Service "D" for the following intersections (some of which will require additional construction for mitigation at the time of development).

Calimesa Boulevard (NS)/Brookside Avenue (EW)
Beaumont Avenue (NS)/Brookside Avenue (EW)
Oak Valley Estates (NS)/ Oak Valley P'way
Nancy Street (NS)/14th Street (EW)
Beaumont Avenue (NS) Oak Valley P'way
Elm Avenue (NS)/8th Street (EW)
California Avenue (NS)/6th Street (EW)
Potrero Boulevard (NS)/SR-60 WB Ramps (EW)

Mitigation to improve operations of the following intersection to the required Level of Service standards of the applicable jurisdictions (LOS "C" within the County of Riverside and the City of Calimesa, and LOS "D" within the City of Beaumont) for Year 2020 Buildout conditions is problematic, due either to existing conditions or to infeasible geometrics:

Singleton Road (NS)/Woodhouse Road (EW)
Cherry Valley Boulevard (NS)/Roberts Road-Desert Lawn Drive (EW)
Desert Lawn Drive (NS)/Champions Drive (EW)
Singleton Road (NS)/ San Timoteo Canyon Road (EW)
Champions Drive (NS)/San Timoteo Canyon Road (EW)
Beaumont Avenue (NS)/6th Street (EW)

The associated conditions of approval incorporate mitigation measures identified in the traffic study which are necessary to achieve or maintain the required level of service.

17. ROADWAY IMPROVEMENTS

Roadway links wholly within the boundaries of Oak Valley Specific Plan No. 318, as well as the entirety of Champions Drive, shall be constructed at the time of project development per the requirements of the specific plan. Roadway links along the perimeter of the specific plan area (San Timoteo Canyon Road) shall be constructed to

their full half-width section concurrent with development of the adjacent Oak Valley, Specific Plan No. 318 Planning Areas. Intersections located within and adjacent to the boundaries of Oak Valley Specific Plan No. 318 (San Timoteo Canyon Road at "G" Street and "J" Street, Champions Drive at "J" Street Desert Lawn Drive) shall be constructed concurrent with the roadways with the geometrics illustrated in Figure D.1.12c, unless subsequent traffic impact analyses demonstrate that lesser geometrics can be provided which meet applicable LOS standards, as approved by the City Engineer.

18. "P" STREET IMPROVEMENTS

"P" Street shall be constructed to County of Riverside Standard No. 102, Modified Secondary Highway (56'/88' R.O.W.) from Champions Drive to San Timoteo Canyon Road.

19. WARRANTED TRAFFIC SIGNALS

The project is responsible for the following traffic signals when warranted through subsequent traffic studies done for implementing projects within the boundaries of the specific plan:

San Timoteo Canyon Road/"G" Street
San Timoteo Canyon Road/"J" Street
Desert Lawn Drive/Champions Drive
Potrero Boulevard/Champions Drive
Champions Drive/"J" Street

20. GEOMETRICS

The following intersections shall be improved to the geometrics as described.

Potrero Boulevard (NS)/San Timoteo Canyon Road (EW) shall be improved to provide the following geometrics:

Southbound: Two left turn lanes, one right turn lane.
Eastbound: One left turn lane, two through lanes.
Eastbound: Two through lanes, one right turn lane.

Potrero Boulevard (NS)/Champions Drive (EW) shall be improved to provide the following geometrics:

Northbound: Two left turn lanes, one right turn lane.
Southbound: NA
Eastbound: Two through lanes.
Westbound: Two left turn lanes, two through lanes.

Desert Lawn Drive (NS)/Champions Drive (EW) shall be improved to provide the following geometrics:

Northbound: NA
Southbound: Two left turn lanes, one right turn lane.
Eastbound: One left turn lane, two through lanes.
Westbound: Two through lanes, one right turn lane.

"J" Street (NS)/San Timoteo Canyon Road (EW) shall be improved to provide the following geometrics:

Northbound: NA
Southbound: One left turn lane, one right turn lane.
Eastbound: One left turn lane, two through lanes.
Westbound: Two through lanes, one right turn lane.

"J" Street (NS)/Champions Drive (EW) shall be improved to provide the following geometrics:

Northbound: Two through lanes, one right turn lane.
Southbound: Two left turn lanes, two through lanes.
Eastbound: NA
Westbound: One left turn lane, one right turn lane

"J" Street (NS)/"G" Street (EW) shall be improved to provide the following geometrics:

Northbound: One left turn lane, two through lanes, one through/right turn lane.
Southbound: Two left turn lanes, three through lanes.
Eastbound: Two left turn lanes, one through/right turn lane.
Westbound: One left turn lane, one through lane, one through/right turn lane.

"G" Street (NS)/San Timoteo Canyon Road (EW) shall be improved to provide the following geometrics:

Northbound: NA
Southbound: One left turn lane, one right turn lane.
Eastbound: One left turn lane, two through lanes.
Westbound: Two through lanes, one right turn lane.

21. **TRANSPORTATION MITIGATION FEE**

The project proponent shall be required to pay all transportation impact and signal mitigation fees in effect in the City of Beaumont. The project proponent will receive credit against transportation impact and signal mitigation fees for improvements installed which are part of the transportation impact and signal mitigation fee schedule of improvements or similarly covered by the fee(s).

22. "G" STREET IMPROVEMENTS

Concurrent with the construction of "G" Street within the boundaries of Oak Valley Specific Plan No. 318, "G" Street shall be constructed offsite to intersect with "J" Street as Modified Collector Street (78' R.O.W.)

PARKS AND RECREATION DEPARTMENT

23. TRAIL CONSTRUCTION

Prior to the approval of any implementing project, including but not limited to grading permits, the applicant shall have in place a funding or construction mechanism, as approved by the City, to insure the construction of the regional trail along San Timoteo Canyon Road.

PLANNING DEPARTMENT

24. PLANNING AREA STANDARDS

Prior to the approval of any implementing project within the SPECIFIC PLAN (i.e., tract map, parcel map, use permit, plot plan, etc.), the following condition shall be placed on the implementing project, with the blanks filled in at the implementing project:

"This implementing project is within Planning Area[s] ____ of the SPECIFIC PLAN. Accordingly, this project is subject to these development standards:

1. All residential lots must be at least ____ [square feet/acres].
2. The average residential lot size must be at least ____ [square feet/acres].
3. The target density of this planning area is ____ to ____ du/ac.
4. The target range of the number of dwelling units in this planning area is ____ to ____.
5. Entry monumentation is required at the intersection of ____ and ____.
6. Roadway landscaping is required at ____.
7. Recreational trails are located at ____.
8. This implementing map is conditioned to build a park at ____ prior to the ____th building permit.
9. [Residential] [Commercial] [Industrial] buildings must conform to the design guidelines on pages ____ to ____ of the SPECIFIC PLAN."

25. MITIGATION MONITORING PROGRAM (GENERAL)

Prior to approval of any implementing project within the SPECIFIC PLAN (i.e., tract map, parcel map, use permit, plot plan, etc.), the following condition shall be placed on the implementing project:

“The EIR prepared for the SPECIFIC PLAN imposes specific mitigation measures and monitoring requirements on the project. Certain conditions of the SPECIFIC PLAN and this implementing project constitute reporting/monitoring requirements for certain mitigation measures.”

26. NON-IMPLEMENTING MAPS

Prior to approval of any implementing project within the SPECIFIC PLAN (i.e., tract map, parcel map, use permit, plot plan, etc.), the following condition shall be placed on the implementing project:

“A land division filed for the purposes of phasing or financing shall not be considered an implementing development application for the purposes of the Planning Department’s conditions of approval.

Should this project be an application for phasing or financing, all of the other conditions in this implementing project with a prefix of “SP” will be considered as NOT APPLICABLE, and this condition shall be considered as MET. Should this project not be an application for phasing or financing, this condition shall be considered as NOT APPLICABLE.”

27. PLANNING AREA SUMMARY TABLE

Prior to the approval of any implementing Project within the SPECIFIC PLAN (i.e., tract map, parcel map, use permit, plot plan, etc.), the following condition shall be placed on the implementing project:

The following table shows the residential map requirements of the adopted SPECIFIC PLAN:

Planning Areas:	Min. lot size [sq. ft.]	Density Range [du/acre]	Target Density
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Specific Plan 318 Beaumont Conditions

1	4,000		
2	5,000	5-8	6.0
3	5,000	2-5	4.0
4	3,800	2-5	4.0
7B	10,000	8-12	10.0
8	5,500	2-2	1.0
10	3,800	2-5	4.0
11	6,000	8-12	10.0
12	5,000	2-5	4.0
14	4,000	2-5	4.0
15	7,000	12-20	20.0
16	6,000	2-5	4.0
18	5,000	2-5	4.0
19	8,000	5-8	6.0
20	4,000	2-2	2.0
22	5,500	2-5	4.0
23B	10,000	2-5	4.0
25	3,800	2-2	1.0
26	8,000	8-12	12.0
30	6,000	2-5	4.0
32	4,000	2-5	4.0
36	4,000	5-8	6.0
38	3,800	5-8	6.0
39	5,000	8-12	12.0
		2-5	4.0

This condition shall be considered MET if the implementing residential land division proposal is within the above mentioned standards. This condition may only be considered as NOT APPLICABLE if the implementing project is concurrent with a specific plan amendment that proposes to change the above-mentioned standards, or if this implementing project is either commercial or industrial in nature.

28. PROJECT LOCATION EXHIBIT

Prior to approval of any implementing project within the SPECIFIC PLAN (i.e., tract map, parcel map, use permit, plot plan, etc.), the following condition shall be placed on the implementing project:

"The applicant shall provide to the Planning Department an 8 1/2" x 11" exhibit showing where in the SPECIFIC PLAN this project is located. The exhibit shall also show all prior implementing projects within the SPECIFIC PLAN that have already been approved.

This condition shall be considered MET once the applicant provides the Planning Department with the required information. This condition may not be DEFERRED."

29. **ACOUSTICAL STUDY REQUIRED**

Prior to the approval of any implementing project within Planning Areas 1, 10, 32, 36, and 38 of the SPECIFIC PLAN (i.e., tract map, use permit, plot plan, etc.), the following condition shall be placed on the implementing project:

“PRIOR TO BUILDING PERMIT APPROVAL, an acoustical study shall be submitted to the Planning Department for review and approval.

This condition shall be considered MET if the relevant study has been approved by the Planning Department. This condition may be considered as NOT APPLICABLE if the Planning Department determines that the required study is not necessary.

30. **OAK TREE PLAN REQUIRED PRIOR TO THE APPROVAL OF ANY IMPLEMENTING PROJECT (I.E., TRACT MAP, PARCEL MAP, USE PERMIT, PLOT PLAN, ETC.) WITHIN PLANNING AREAS 10, 11, 15, 16, 21A, 21B, 22, AND 23B OF THE SPECIFIC PLAN, THE FOLLOWING CONDITION SHALL BE PLACED ON THE IMPLEMENTING PROJECT:**

“PRIOR TO PROJECT APPROVAL, an oak tree inventory and conservation plan shall be developed providing detail by planning area. Each oak shall be mapped with its location numbered, its caliper (diameter) at breast height and its drip line (Tree canopy) diameter identified, rated as to qualitative condition and desirability for retention, and assigned a recommended mitigation replacement ratio if removal were required. The plan shall also include general mitigation guidelines covering how oak trees to be retained will be protected during construction activities, how oak trees to be removed will be monitored, and how mitigation plantings for those oak trees removed will be accomplished. Additionally, the plan shall include the following requirements: 1) No mass grading will be permitted within the oak woodlands on site. 2) Residential lots within oak woodlands will be individually sited to avoid mature oak trees (>12” diameter-breast-height (dbh)) if at all possible. 3) No slab foundations shall be permitted within the drip-line (widest extent of canopy cover) of oak trees. No irrigated sod shall be planted within the drip-line of oak trees. The oak tree plan shall be submitted to the Planning Department for review and approval.

This condition shall be considered MET if the relevant inventory and conservation plan has been approved by the Planning Department. This condition may be considered as NOT APPLICABLE if the Planning Department determines that the required plan is not necessary.”

31. DESIGN PLAN REQUIRED PRIOR TO THE APPROVAL OF ANY IMPLEMENTING PROJECT (I.E., TRACT MAP, PARCEL MAP, USE PERMIT, PLOT PLAN, ETC.) WITHIN PLANNING AREAS 1-4, 8, 10, 12, 14, 18, 20, 22, 25, 32, 36, 38, OR 39 OF THE SPECIFIC PLAN, THE FOLLOWING CONDITION SHALL BE PLACED ON THE IMPLEMENTING PROJECT:

"PRIOR TO PROJECT APPROVAL, the developer shall submit a development plan to the Planning Department for review and approval, showing which amenities described in Exhibit D (which follows this condition) are applicable to this project.

This condition shall be considered MET when the Planning Department approves a plan showing specifically how a given development project will implement the general design concepts in Exhibit D. The development plan submittal may be DEFERRED prior to building permit issuance when incorporated into the Final Site Plan for the proposed project. This condition shall not be considered NOT APPLICABLE."

32. WATER ANALYSIS/AGREEMENT

Prior to the recordation of any implementing project (i.e., tract map, parcel map, etc.) or prior to the issuance of a building permit for any use permit (i.e., conditional use permit, plot plan, etc.), whichever come first, within any planning area of the SPECIFIC PLAN, the Planning Department shall receive an executed agreement between the developer and either (1) the San Geronio Pass Water Agency, (2) the Beaumont-Cherry Valley Water District, or (3) another qualified water service agency. The agreement shall provide for sufficient supplemental water supply to the development for domestic purposes.

This condition shall be considered MET if the applicant submits a satisfactory agreement to the Planning Department. This condition shall be considered NOT APPLICABLE if the Planning Department determines that significant new information (i.e., other documented additions to water supply or documented enhancements to groundwater recharge capability applicable to the project vicinity, etc.) would make such an agreement unnecessary. This condition cannot be DEFERRED.

33. PALEO STUDY REQUIRED

Prior to the approval of any implementing project within any planning area of the SPECIFIC PLAN (i.e., tract map, parcel map, use permit, plot plan, etc.), the following condition shall be placed on the implementing project:

"PRIOR TO GRADING PERMIT ISSUANCE, a Paleontological Resources Impact Mitigation Program (PRIMP) study shall be submitted to the Planning Department for review and approval.

This condition shall be considered MET if the relevant study has been approved by the Planning Department. This condition may be considered as NOT APPLICABLE if the Planning Department determines that the required study is not necessary.

34. **GEO STUDY REQUIRED**

Prior to the approval of any implementing project (i.e., tract map, parcel map, use permit, plat plan, etc.) for which the Public Works Director requires further Geotechnical analysis, the following condition shall be placed on the implementing project:

“PRIOR TO PROJECT APPROVAL”, a Geotechnical investigation and seismic analysis shall be submitted to the Public Works Director for review and approval. The study shall treat the following issues:

1. Slope Stability / Landslide potential
2. Faulting
3. Treatment of recent alluvium
4. Shallow groundwater areas
5. Any other geological/Geotechnical issues identified by the Public Works Director as pertinent to development within the planning area(s) covered by the implementing development application.

This condition shall be considered MET if the relevant study has been approved by the Planning Department. This condition may be considered as NOT APPLICABLE if the Planning Department determines that the required study is not necessary.

The submittal of this study mandates that a CEQA determination of an Addendum to a previously adopted EIR be made, at a minimum.”

35. **AMENDMENT REQUIRED**

Prior to the approval of any implementing project within the SPECIFIC PLAN (i.e., tract map, parcel map, use permit, plot plan, etc.), the following condition shall be placed on the implementing project:

“If this implementing project meets any of the following criteria, an amendment to the SPECIFIC PLAN shall be required and processed concurrently with this implementing project:

1. The implementing project adds any area to, or deletes area from, the SPECIFIC PLAN;
2. The implementing project proposes a substantially different use than currently allowed in the SPECIFIC PLAN or as determined by the Planning Director.

Any amendment to the SPECIFIC PLAN, even though it may affect only one portion of the SPECIFIC PLAN, shall be accompanied by a complete specific plan document which includes the entire specific plan, including both changed and unchanged parts.

This condition shall be considered MET if the specific plan amendment has been filed, and NOT APPLICABLE if a specific plan amendment is determined to be unnecessary.”

36. COMMON AREA

Prior to the approval of any implementing land division project within the SPECIFIC PLAN (i.e., tract map or parcel map), the following condition shall be placed on the implementing application:

PRIOR TO MAP RECORDATION, the following procedures for common area maintenance procedures shall be complied with:

a. A permanent master maintenance organization shall be established for the specific plan area, to assume ownership and maintenance responsibility for all common recreation, open space, circulation systems and landscaped areas. The organization may be public or private. Merger with an area-wide or regional organization shall satisfy this condition provided that such organization is legally and financially capable of assuming the responsibilities for ownership and maintenance. If the organization is a private association then neighborhood associations shall be established for each residential development, where required, and such associations may assume ownership and maintenance responsibility for neighborhood common areas.

b. Unless otherwise provided for in these conditions of approval, common open areas shall be conveyed to the maintenance organizations as implementing development is approved or any subdivision as recorded.

c. The maintenance organization shall be established prior to or concurrent with the recordation of the first land division.

d. The common areas to be maintained by the master maintenance organization shall included, but not be limited to, the following: Planning Areas 5, 7A, 13, 17, 21B, 23A, 24, 31B, 34, and 37.”

37. CC&R'S RES PUB COMMON AREA

Prior to the approval of any implementing land division project (i.e., tract map or parcel map), the following condition shall be applied to the land division PRIOR TO MAP RECORDATION if the permanent master maintenance organization referenced in the condition entitled “SP – Common Area Maintenance” is a public organization:

“The applicant shall convey to the City fee simple title, to all common open space areas, free and clear of all liens, taxes, assessments, leases (recorded or unrecorded) and easement, except those easements which in the sole discretion of the City are acceptable. As a condition precedent to the City accepting title to such areas, the applicant shall

notify the Planning Department that the following documents shall be submitted to the office of the Planning Director and submit said documents for review along with the current fee, which shall be subject to City approval:

1. A cover letter identifying the project for which approval is sought;
2. A signed and notarized declaration of covenants, conditions and restrictions;
3. A sample document, conveying title to the purchase, of an individual lot or unit which provides that the declaration of covenants, conditions and restrictions is incorporated therein by reference; and,

The declaration of covenants, conditions and restrictions submitted for review shall a) provide for a minimum term of 60 years, b) provide for the establishment of a property owners' association comprised of the owners of each individual lot or unit as tenants in common, and c) contain the following provision verbatim:

"Notwithstanding any provision in this Declaration to the contrary, the following provisions shall apply:

The property owners' association established herein shall, if dormant, be activated, by incorporation or otherwise, at the request of the City, and the property owners' association shall unconditionally accept from the City, upon the City's demand, title to all or any part of the 'common area' more particularly described on Exhibit '___' attached hereto. Such acceptance shall be through the president of the property owner's association, who shall be authorized to execute any documents required to facilitate transfer of the 'common area'. The decision to require activation of the property owners' association and the decision to require that the association unconditionally accept title to the 'common area' shall be at the sole discretion of the City.

In the event that the 'common area', or any part thereof, is conveyed to the property owners' association, the association, thereafter, shall own such 'common area', and shall not sell or transfer such 'common area' or any part thereof, absent the prior written consent of the Planning Director or the association shall have the right to assess the owner of each individual lot or unit for the reasonable cost of maintaining such 'common area', and shall have the right to lien the property of any such owner who defaults in the payment of a maintenance assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien.

This declaration shall not be terminated, 'substantially' amended, or property deannexed therefrom absent the prior written consent of the Planning Director. A proposed amendment shall be considered 'substantial' if it affects the extent, usage or maintenance of the 'common area' established pursuant to this Declaration.

In the event of any conflict between this Declaration and the Articles of Incorporation, the Bylaws, or the property owners' association Rules and Regulations, if any, this Declaration shall control."

Once approved by the Planning Director, the declaration of covenants, conditions and restrictions shall be recorded by the Planning Department with one copy retained for the case file.

38. **ARCHEO MITIGATION MONITORING PROGRAM**

Prior to the approval of any implementing project within the SPECIFIC PLAN (i.e., tract map, parcel map, use permit, plot plan, etc.), the following condition shall be placed on the implementing project:

"PRIOR TO THE ISSUANCE OF GRADING PERMITS, the project applicant shall enter into an agreement with a qualified archaeologist. This agreement shall include, but not be limited to, the preliminary mitigation and monitoring procedures to be implemented during the process of grading, as found in the EIR. A copy of said agreement shall be submitted to the Planning Department. No grading permits will be issued unless the preliminary mitigation and monitoring procedures required prior to grading permits as described in the EIR are substantially complied with."

39. **GENERIC MITIGATION MONITORING PROGRAM**

Prior to the approval of any implementing project within the SPECIFIC PLAN (i.e., tract map, parcel map, use permit, plot plan, etc.), the following condition shall be placed on the implementing project:

"PRIOR TO THE ISSUANCE OF GRADING PERMITS, the project applicant shall provide to the Planning Department a detailed proposal for complying with the preliminary mitigation and monitoring procedures described in the EIR during the process of grading. Grading permits will not be issued unless the preliminary mitigation and monitoring procedures as described in the EIR are substantially complied with."

40. **USFWS/CDFG CLEARANCES**

Prior to the approval of any implementing project within the SPECIFIC PLAN (i.e., tract map, parcel map, use permit, plot plan, etc.) which may result in the disturbance of on-site habitat occupied by any species determined to be endangered or threatened by the United States Fish and Wildlife Service (USFWS) or California Department of Fish and Game (CDFG), the following condition shall be placed on the implementing project:

"PRIOR TO THE ISSUANCE OF GRADING PERMITS, the applicant shall obtain necessary take permit(s) from the USFWS and CDFG. A copy of said permit(s) shall be submitted to the Planning Department."

41. CDFG (SECT 1601/1603)

Prior to the approval of any implementing project (i.e., tract map, parcel map, use permit, plot plan, etc.) within Planning Areas 1, 5, 6, 9, 10, 14, 23B, 29, 30, 31B, 32, 33A, 33B, 34, 36, 37, 38, and 39 of the SPECIFIC PLAN, which may propose grading or construction within or along the banks of any blue-line streams, the following condition shall be placed on the implementing project:

"PRIOR TO THE ISSUANCE OF GRADING PERMITS, the applicant shall obtain written notification to the Planning Department that the appropriate California Department of Fish and Game notification pursuant to Sections 1601/1603 of the California Fish and Game Code has taken place, or obtain an "Agreement Regarding Proposed Stream or lake Alteration: (Sections 1601/1603 Permit) should any grading or construction be proposed within or along the banks of any natural watercourse or wetland determined to be jurisdictional, located either on-site or any required off-site improvement areas. Copies of any agreement shall be submitted with the notification."

42. ACOE CLEARANCE

Prior to the approval of any implementing project (i.e., tract map, parcel map, use permit, plot plan, etc.) within Planning Areas 1, 5, 6, 9, 10, 14, 23B, 29, 30, 31B, 32, 33A, 33B, 34, 36, 37, 38, and 39 of the SPECIFIC PLAN, which propose grading or construction within or along the banks of any blue-line stream which is determined to be within the jurisdiction of the United States Army Corps of Engineers, the following condition shall be placed on the implementing project:

"PRIOR TO THE ISSUANCE OF GRADING PERMITS, the applicant shall obtain written notification to the Planning Department that the alteration of any watercourse or wetland determined to be jurisdictional, located either on-site or on any required off-site improvement areas, complies with the U.S. Army Corps of Engineers Nationwide Permit Conditions, or obtain a permit under Section 404 of the Clean Water Act should any grading or construction be proposed within or along the banks of any natural watercourse or wetland. Copies of any agreement shall be submitted with the notification."

43. ENTRY MONUMENTATION

Prior to the approval of any implementing project within the SPECIFIC PLAN (i.e., tract map, parcel map, use permit, plot plan, etc.), the following condition shall be placed on the implementing project:

"PRIOR TO THE ISSUANCE OF BUILDING PERMITS, the following language shall be added to the landscaping requirements of the implementing project:

1. A primary entry monument shall be shown at locations indicated in Figure 4-1, with features as depicted in Figure 4-2 and Figure 4-3.
2. A secondary entry monument shall be shown at locations indicated in Figure 4-1, with features as depicted in figure 4-5.

3. The entry monument shall be in substantial conformance with the design guidelines of Planning Area '____' of the SPECIFIC PLAN, as shown on pages ____ to ____."

44. POST GRADING REPORT

Prior to approval of any implementing project within the SPECIFIC PLAN (i.e., tract map, parcel map, use permit, plot plan, etc.), the following condition shall be placed on the implementing project:

"PRIOR TO THE ISSUANCE OF BUILDING PERMITS, the project applicant shall provide to the Planning Department a post grading report. The report shall describe how the mitigation and monitoring program as described in the EIR and pre-grading agreement[s] with the qualified archaeologist and paleontologist were complied with."

45. SCHOOL MITIGATION

Prior to the approval of any implementing project within the SPECIFIC PLAN (i.e., tract map, parcel map, use permit, plot plan, etc.), the following condition shall be placed on the implementing project:

"PRIOR TO BUILDING PERMITS, impacts to the Beaumont Unified School District shall be mitigated in accordance with the existing mitigation agreement with the developer dated December 19, 1989. If said agreement shall be rescinded, then impacts to schools shall be mitigated in accordance with the state law."

46. PHASE 1 PARKS

Prior to approval of any implementing residential project within Phase One of the SPECIFIC PLAN, a phasing plan for the design and construction of Phase One parks shall be submitted to and approved by the Planning Department. The plan shall provide for parks, design and construction as well as landscape maintenance and upkeep. The plan shall also document a permanent maintenance mechanism for the parks and their facilities. Conditions for applicable thresholds will be developed concurrent with approval of the phasing plan consistent with the City of Beaumont's General Plan standards.

This condition shall be considered MET if a document is submitted that is acceptable to both the Planning Department. This condition may be considered as NOT APPLICABLE if the implementing application is not within Phase One.

47. PHASE 2 PARKS

Prior to the approval of any implementing residential project within Phase Two of the SPECIFIC PLAN, a phasing plan for the design and construction of Phase Two parks shall be submitted to and approved by the Planning Department. The plan shall provide for parks design and construction as well as landscape maintenance and upkeep. The plan shall also document a permanent maintenance mechanism for the parks and their

facilities. Conditions for applicable thresholds will be developed concurrent with approval of phasing plan consistent with the City of Beaumont's General Plan standards.

This condition shall be considered MET if a document is submitted that is acceptable to the Planning Department. This condition may be considered as NOT APPLICABLE if the implementing application is not within Phase Two.

48. PHASE 3 PARKS

Prior to approval of any implementing residential project within Phase Three of the SPECIFIC PLAN, a phasing plan for the design and construction of the parks within Phase Three shall be submitted to and approved by the Planning Department. The plan shall provide for parks design and construction as well as landscape maintenance and upkeep. The plan shall also document a permanent maintenance mechanism for the parks and their facilities. Conditions for applicable thresholds will be developed concurrent with the approval of the phasing plan consistent with the City of Beaumont's General Plan standards.

This condition shall be considered MET if the applicable information is provided to the Planning Department. This condition may be considered as NOT APPLICABLE if the implementing project is not within Phase Three.

49. BIOLOGICAL MITIGATION

Prior to approval of any implementing project within Planning Areas 1, 5, 6, 9, 10, 14, 23B, 29, 30, 31B, 32, 33A, 33B, 37, 38, and 39 of SPECIFIC PLAN (i.e., tract map, parcel map, use permit, plot plan, etc.), the following condition shall be placed on the implementing project:

"PRIOR TO THE ISSUANCE OF GRADING PERMITS, a mitigation program shall be implemented providing for the preservation, creation or enhancement of replacement riparian woodland or wetland habitat. The initial focus for mitigation shall be within the San Timoteo Canyon Creek corridor where the mitigation shall be implemented to the greatest extent feasible. The mitigation program must be acceptable to the Army Corps of Engineers (Corps), Californian Department of Fish and Game (CDFG), and the Regional Water Quality Control Board (BOARD) under their Section 404, 1603, and 401 or other applicable permitting process, respectively. The Planning Department must receive written confirmation of the acceptability of the mitigation measures from the Corps, CDFG and/or the Board.

If the Corps, CDFG, and/or Board will not accept the mitigation or if the implementation of the program in the San Timoteo Canyon Creek corridor is not feasible, the mitigation shall be implemented within the site of the SPECIFIC PLAN or at a suitable off site location in accordance with the EIR.

TRANS DEPARTMENT

50. TRAFFIC STUDY REQUIRED

Site specific traffic studies will be required for all subsequent implementing projects within the boundaries of Specific Plan No. 318, as deemed necessary by the City Engineer. Subsequent traffic studies shall monitor development within the specific plan and its associated trip generation. Traffic signals identified in Condition 19, Warranted Traffic Signals, will be installed by the project without credit for signal mitigation fees unless determined to not be warranted under existing or any future conditions and as approved by the City Engineer.

51. OFF-SITE MITIGATION

EIR No. 418 proposes mitigation for traffic impacts to off-site roadways and intersections located within various jurisdictions. The following intersections have been identified within the EIR as requiring mitigation:

- Singleton Road/I-10 Fwy EB Ramps
- Singleton Road/I-10 Fwy WB Ramps
- Singleton Road/Calimesa Boulevard
- Cherry Valley Boulevard/Roberts Road – Desert Lawn Drive
- Cherry Valley Boulevard/I-10 Fwy EB Ramps
- Cherry Valley Boulevard/I-10 Fwy WB Ramps
- Cherry Valley Boulevard/ Calimesa Boulevard
- Nancy Avenue/Cherry Valley Boulevard
- Beaumont Avenue/Cherry Valley Boulevard
- Brookside Avenue/Desert Lawn Drive
- Brookside Avenue/Calimesa Boulevard
- Beaumont Avenue/Brookside Avenue
- Champions Drive/San Timoteo Canyon Road
- Oak Valley P'way/I-10 Fwy EB Ramps
- Oak Valley P'way/I-10 Fwy WB Ramps
- Oak Valley P'way/Oak View Drive
- Nancy Avenue/14th Street
- Beaumont Avenue/14th Street
- Elm Avenue/8th Street
- California Avenue/6th Street
- Beaumont/I-10 Fwy EB Ramps
- Beaumont Avenue/I-10 Fwy WB Ramps
- Potrero Boulevard/SR-60 EB Ramps
- Potrero Boulevard/SR-60 WB ramps
- Potrero Boulevard/San Timoteo Canyon Road
- Singleton Road/San Timoteo Canyon Road

The project developer shall participate on a "fair share basis" in a regional mechanism that provides funding for the necessary improvements. Prior to the issuance of the first