

**OFF-SITE TRAFFIC IMPROVEMENTS REIMBURSEMENT AGREEMENT
(Oak Valley Parkway Improvements)**

This Off-Site Traffic Improvements Reimbursement Agreement (the “Agreement”) is made this _____ day of _____, 2025 by and between the City of Beaumont, a California municipal corporation (“**City**”), and Beaumont Regency AVG (“**Owner**”).

RECITALS

A. Owner has a legal and equitable interest in approximately 28.95 acres of land located within the City of Beaumont, Riverside County, California along the south side of Oak Valley Parkway, approximately 500 feet east of Interstate 10 (I-10) that is legally described and depicted on **Exhibit “A”** attached hereto and incorporated herein by this reference (“**Property**”).

B. Owner and the City are parties to that certain Development Agreement, dated _____, 2025 and recorded with the Official Records of Riverside County as Document No. _____ as (the “**Development Agreement**”), pursuant to which the City vested Owner with certain land use entitlements for development of a commercial shopping center and provided for reimbursement of costs for certain public improvements on the terms and conditions set forth therein (the “**Project**”). This Agreement serves as the Off-Site Traffic Improvements Reimbursement Agreement referenced in Section 2.7.1 of the Development Agreement. Notwithstanding anything herein to the contrary, this Agreement shall be of no force or effect unless and until the Ordinance approving the Development Agreement becomes effective as this Agreement is being entered into in furtherance of the implementation of the Development Agreement.

C. Pursuant to the Development Agreement, Owner submitted applications for various land use entitlements to the City and was conditioned to construct certain public improvements as a condition precedent to development and operation of the Project.

D. As a condition of regulatory approval by the City, the Owner shall design, construct and install, among other things, the following public improvements in or along Oak Valley Parkway: pavement, curbs/gutters/sidewalks, streetlights, traffic signal installations or modifications, parkway landscape/irrigation, sewer, water, storm drain, and dry utility installations or relocations all in accordance with the land use entitlements and the conditions of approval for the Project (the “**Public Improvements**”). The City and the Owner will benefit from a coordinated plan of design, engineering and construction of the Public Improvements and the development of the Project.

E. The City and Owner desire that the Owner initially finance and construct the Public Improvements, subject to a single reimbursement payment from the City for actual costs incurred upon completion and satisfaction of all conditions precedent pursuant to the terms, conditions, requirements and procedures set forth herein and in the Development Agreement. The scope of work and estimated cost for the Public Improvements is described in **Exhibit “B”** attached hereto and incorporated herein by reference. The City will make a reimbursement payment up to the Maximum Reimbursement amount as that term is defined in Section 2.7.1 of the Development Agreement using any and all legally available funds of the City.

F. The City, by its approval of this Agreement, has determined that it will obtain no

advantage from undertaking the construction by the City directly of the Public Improvements and that the provisions of this Agreement require that the Public Improvements constructed by the Owner be constructed as if they had been constructed under the direction and supervision of the City. The Owner hereby represents that it has experience in the supervision of the construction of improvements of the character of the Public Improvements.

G. The City and Owner intend that this Agreement shall contain all of rights, requirements, and obligations of Owner and the City related to the Public Improvements.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by City and Owner as follows:

TERMS

1. **Incorporation of Recitals.** The parties hereby agree that the above recitals are true and correct and are therefore incorporated herein by reference.

2. **Design of Public Improvements – Preparation of Plans.** Subject to reimbursement as set forth herein, Owner shall be solely responsible for the design of the Public Improvements in accordance with all local, state, and federal laws and regulations, including all costs and expenses incurred therefor. Prior to initiation of bidding, Owner shall submit the plans and specifications for plan check approval by the City Public Works Director. Owner shall be solely responsible for obtaining all required federal, state and local permits and approvals. The plans and specifications for the Public Improvements shall be approved by the City Public Works Director, subject to his/her good faith discretion (“**Plan**” or “**Plans**”). The Owner shall then include the approved Plans in the bid packet submitted pursuant to Section 3.2.1 herein.

3. **Construction of Facilities.** Owner shall construct or have constructed, at its own cost and expense, the Public Improvements in accordance with the Plans. Owner (and/or its contractors) shall provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the Public Improvements.

3.1 **Permits and Notices.** Prior to commencing any work with respect to the Public Improvements, Owner (through its contractors) shall, at its sole cost and expense, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Owner's obligations under this Agreement. Owner (through its contractors) shall conduct the work in full compliance with the regulations, rules, and other requirements contained in this Agreement, any applicable law, and any permit or license issued to Owner.

3.2 **Public Works Requirements.** Owner shall ensure that the bidding, awarding, and construction of the Public Improvements are undertaken as if such Public Improvements were constructed as a public works project under the direction and authority of City, pursuant to the applicable provisions of the Public Contract Code. Owner shall comply with applicable portions of the Labor Code and the payment of prevailing wages where applicable with respect to all Public Improvements related to Owner's project and Owner agrees to indemnify and hold harmless the City in connection with any issues related to prevailing wages arising from the construction of the Public Improvements by Owner. The City's minimum procedural requirements for bidding and contracting

are attached hereto as **Exhibit “C”**.

3.2.1 Prior to soliciting or awarding the bid for any portion of the Public Improvements, Owner shall submit the bid packet and a set of the approved construction drawings signed by Owner or another authorized representative designated by Owner for the work being bid to the City's Public Works Director (“**Public Works Director**”) for review and approval, which approval shall be granted or denied within fifteen (15) calendar days after submission of such bid packet. If the Public Works Director denies approval of such bid packet and construction drawings, the Public Works Director shall specify the reasons for such disapproval and Owner shall resubmit a revised bid packet for review and approval until such approval is obtained.

3.2.2 Owner shall obtain no fewer than three (3) bids for the construction of the Public Improvements in a manner which has been approved by the Public Works Director. Owner shall provide the Public Works Director with copies of all bids received from contractors and a bid summary in a form approved by the Public Works Director to assure that the contractor/subcontractors adhere to the applicable legal requirements for public works projects. The contract or contracts for the construction of the Public Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the Public Improvements, as determined by Owner in its good faith discretion. Owner shall enter into a construction contract with each contractor selected to perform work on the Public Improvements (after competitive bidding as set forth herein), (each, a "**Construction Contract**") for the performance of the work set forth in the selected bid, and the terms of each Construction Contract entered into by Owner and each contractor/subcontractor shall be reasonably acceptable to the Public Works Director. Owner shall submit to City a copy of each executed Construction Contract for the Public Improvements within fifteen (15) days after execution thereof.

3.2.3 Owner's general contractor for the construction of the Public Improvements ("General Contractor") shall pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code, and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of City with respect to the construction of its public works projects or as otherwise directed by the Public Works Director.

3.2.4 All contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the Public Improvements which they will construct in conformance the Agreement and requirements of the Public Works Director and City's Risk Manager.

3.2.5 The Public Works Director, exercising reasonable discretion, may waive one or more of the foregoing requirements (other than Sections 3.2.3 and 3.2.4 set forth above, including the bidding requirements set forth in **Exhibit “C”** attached hereto.

3.3 Compliance with Plans and Specifications. The Public Improvements shall be completed in accordance with the Plans as approved by City.

3.4 Standard of Performance. Owner and its contractors shall perform all work required, constructing the Public Improvements in a skillful and workmanlike manner, and consistent

with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Owner shall require that its contractors be skilled in the professional calling necessary to perform the work. Owner shall require that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

3.5 Alterations to Public Improvements. All work shall be done and the Public Improvements completed as shown on the Plans, and any subsequent alterations thereto mutually agreed upon by City and Owner. If Owner desires to make any material alterations to the Plans, it shall provide written notice to the City of such proposed alterations. City shall have ten (10) business days after receipt of such written notice to administratively approve or disapprove such alterations, which approval shall not be unreasonably withheld, conditioned or delayed. If City fails to provide written notice to Owner of its approval or disapproval of the alterations within such ten (10) business day period, Owner may send a second written request specifically reciting the terms of this paragraph calling for deemed consent in the event of failure to respond and if City continues to fail to approve or disapprove the request, then the City shall be deemed to have consented to such alterations five (5) business days after receipt of such second notice. Any and all alterations in the Plans and the Public Improvements to be completed may be accomplished without first giving prior notice thereof to Owner's surety for this Agreement.

4. Bonds. Prior to the commencement of any work on the Public Improvements, Owner or its contractor shall provide City with surety bonds in the amounts and under the terms set forth below or, at the City's request, in lieu of surety bonds, a letter of credit or letters of credit by a banking institution with a rating to be reasonably approved by the City and terms to be reasonably approved by the City ("**Security**"). The amount of the Security shall be based on the estimated actual costs (the "**Estimated Costs**") to construct the Public Improvements, as determined by City after Owner has awarded a contract for construction of the Public Improvements to the lowest responsive and responsible bidder in accordance with this Agreement. If City determines, in its reasonable discretion, that the Estimated Costs have changed, Owner or its contractor shall adjust the Security in the amount requested by City. Owner's compliance with this Section 4 shall in no way limit or modify Owner's indemnification obligation provided in Section 13 of this Agreement.

4.1 Performance Bond. To guarantee the construction of the Public Improvements and faithful performance of all the provisions of this Agreement, to protect City if Owner is in default, and to secure the Warranty of the Public Improvements, Owner or its contractor shall provide City a faithful performance bond in an amount which sum shall be not less than one hundred (100%) of the Estimated Costs. The City shall partially release a portion or portions of the Security provided under this Section within not more than thirty (30) days after the Public Improvements are accepted by City, provided that Owner is not in default on any provision of this Agreement and the total remaining Security for the warranty period applicable to the Public Improvements is not less than twenty percent (20%) of the Estimated Costs. All remaining Security provided under this Section shall be released within not more than thirty (30) days after the end of the warranty period, provided that Owner is not in default on any provision of this Agreement and no warranty claim is pending and unresolved; provided, further, that such Security shall be released promptly thereafter as soon as such default has been cured or the warranty claim is resolved.

4.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Owner or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The Security provided under this Section shall be released by City not later than six (6) months after the date City accepts the Public Improvements in accordance with Section 7 herein.

4.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, and shall be licensed to do business in California. The surety shall agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the Plans shall in any way affect its obligation on the Security.

4.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms reasonably acceptable to the City, and when such forms are completed to the reasonable satisfaction of City in accordance with the bonding requirements for subdivision improvements under the California Subdivision Map.

4.5 Reduction. The Public Works Director, exercising reasonable discretion, may reduce or waive one or more of the foregoing Security requirements on a finding that the City is adequately secured for the applicable performance/liability.

5. Billings and Records. Owner shall be responsible for paying all charges within the time required by state law. Owner shall maintain complete and accurate records with respect to all costs and expenses pursuant to this Agreement. All such records shall be clearly identifiable. Owner shall allow a representative of the City, during normal business hours to examine, to audit and make transcripts or copies of such records and any other documents, proceedings, and activities related to the Agreement for a period of three (3) years from the termination of this Agreement.

6. Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the Public Improvements, Owner shall provide to the City such evidence or proof as the City shall reasonably require that all persons, firms, and corporations supplying work, labor, materials, supplies, and equipment to the construction of the Public Facilities have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm, or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Owner may elect to provide to the City a title insurance policy or other Security reasonably acceptable to the City guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7. Inspection and Transfer of Public Improvements. Without modifying or limiting Owner's obligations under this Agreement, the City shall inspect and test the Public Improvements. The City shall have access to the Public Improvements site at all times to conduct any tests or inspections. The City's inspection rights shall not exceed twenty (20) days from completion of the Public Improvements. Thereafter, unless the City has objected to the design, development, and construction of such Public Improvements, such design, development, and construction shall be

deemed approved. Owner shall require its employees, contractors and agents to comply with all reasonable instructions given by the City during inspection or construction of the Public Improvements. Any deficiencies in the Public Improvements shall be corrected by Owner at its sole cost and expense. Upon completion of the Public Improvements to the satisfaction of the City, the Public Improvements shall be presented to the City for dedication and acceptance. The City shall accept the Public Improvements (“**Public Improvements Acceptance**”) if it determines (a) that it was constructed in accordance with approved plans, specifications and contract documents, (b) that it operates satisfactorily, (c) all unconditional waivers and releases of mechanics’ liens have been provided, (d) Owner provides two (2) sets of "as-built" or record drawings or plans to the City for all such Public Improvements -- the drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein, and (e) that all other requirements of this Agreement applicable to completion of the Public Improvements have been satisfied. Upon acceptance of the Public Improvements, Owner shall assign to the City on a non-exclusive basis all of Owner’s rights and remedies, including warranties, as set forth in the approved contract documents. Owner will be required to convey title to the Public Improvements to the City in a form reasonably determined by the City.

8. Liability for Public Improvements Prior to Public Improvements Acceptance. Until the Public Improvements Acceptance, Owner shall be solely responsible for all damage to the Public Improvements, regardless of cause, and for all damages or injuries to any person or property at the work site, except damage or injury due to the sole or active negligence or willful misconduct of the City, its agents or employees.

9. Guarantee. Owner shall guarantee all work and materials for the Public Improvements to be free from all defects due to faulty materials or workmanship for a period of one (1) year after the date of the Public Improvements Acceptance. Owner shall repair or remove and replace any and all such work, together with any other work which may be displaced in so doing, that is found to be defective in workmanship or materials within the one-year period, without any expense whatsoever to the City. If the City and Owner are not in agreement as to whether any work is faulty or defective, such disagreement shall be resolved by the dispute resolution procedure set forth in Section 36 below. In the event Owner fails to comply with the above-mentioned provisions within thirty (30) days after such defect has been established by agreement or neutral determination, as applicable, then the City shall be authorized to proceed to have the defects remedied and made good at the sole cost and expense of Owner, who is hereby contractually bound to pay the costs and charges therefor immediately upon demand. Any such self-help action by the City (which may be taken prior to neutral determination of the defect in the event of an emergency, subject to final allocation of cost by agreement or neutral determination, as applicable) will not relieve Owner of the guarantee required by this Section. This Section shall not, in any way, limit the liability of Owner or any other party for any latent and patent design or construction defects in the work subsequently discovered by the City.

10. Terms for Reimbursement

10.1 Reimbursement for Actual Public Improvement Costs. The reimbursement amount for the Public Improvements shall be equal to the eligible design and construction costs for the Public Improvements (“**Reimbursement Amount**”) subject to the Maximum Reimbursement in accordance with Section 2.7.1 of the Development Agreement which is incorporated herein by this

reference. In calculating the amount of such costs incurred by Owner for design and installation of the Public Improvements, the parties shall exclude any such costs which are or will be directly reimbursed to Owner for the installation of such Public Improvements by one or more third parties other than City, such as, for example, third party utility providers providing a reimbursement with respect to the installation of one or more of the Public Improvements.

10.2 Soft Construction Costs. The Public Works Director shall, in his/her sole reasonable discretion, determine the amount of reasonable soft costs eligible for reimbursement. Such amounts may include the actual third party soft costs related to the Public Improvements, such as indirect costs of construction, professional engineering and design services, construction management, soils testing, administrative costs, permits, plan check fees, and inspections. For soft costs to be reimbursable to Owner pursuant to this Agreement, City must be able to verify that such soft costs are properly attributable to the completion of the specified Public Improvements for which reimbursement is being made, by reference to separate subcontract(s) or by another means approved by the City. The Public Works Director may, in his/her reasonable discretion, reduce or disallow reimbursement for any costs he/she finds excessive or unreasonable; provided that the third party actual costs shall be presumed to be reasonable unless specific facts demonstrate to the contrary.

10.3 Conditions Precedent for Payment of Reimbursement Amount. City's obligation to pay or reimburse for the cost of Public Improvements pursuant to this Agreement is conditioned upon the prior satisfaction by Owner or written waiver by the City Administrator of each of the following conditions precedent within the times, if any, designated below:

10.4 Completion of Construction of Project. Owner shall have fulfilled the all of the express conditions applicable to reimbursement under Section 2.7.1 of the Development Agreement.

10.5 Completion of Construction of Public Improvements. Owner shall have completed the construction of the Public Improvements, and notices of completion shall have been recorded in relation to the Public Improvements, in accordance with California Civil Code Sections 8182 (as applicable), and thirty-five (35) days shall have elapsed since the recordation of such notices of completion. The purpose of this provision is to ensure that the Public Improvements will be independently functional and to maintain consistency with vesting rights, and nothing herein shall be deemed to make any part of the Project other than the Public Improvements a public work.

10.6 Submission of Bills/Invoices. Owner shall have made full and complete payment of all undisputed claims for work performed on the Public Improvements, or in the event of a dispute between Owner and the general contractor or a subcontractor, Owner shall have obtained a commercially reasonable bond reasonably satisfactory to the City to release any applicable mechanics' lien or stop notice, and Owner shall have submitted and the City shall have approved a written request for the reimbursement, including copies of all bills and/or invoices evidencing the hard costs of constructing the Public Improvements actually incurred by Owner.

10.7 As-Built Drawings. Owner shall have submitted two (2) sets of final as-built drawings for the Public Improvements certified by a licensed engineer in the State of California as to accuracy and completeness to the Public Works Director. Owner shall be solely responsible and liable for insuring completeness and accuracy of the record drawings.

10.8 Acceptance of Required Public Improvements by the City. The City, through the City Council, shall have accepted title to the Public Improvements, and Owner shall have provided the maintenance guarantees reasonably required by the City. The City agrees it will not unreasonably withhold or condition its acceptance of title to the Public Improvements.

10.9 No Default. Owner shall not be in default, following receipt of notice of default and expiration of its cure period, in any of its material obligations under the terms of this Agreement, and all representations and warranties of Owner contained in this Agreement shall be true and correct in all material respects. Further, the Development Agreement shall be effective, and Owner shall not be in default of any of its material obligations thereunder following receipt of notice and expiration of its opportunity for cure.

10.10 Reimbursement Procedures.

10.10.1 Upon Public Improvements Acceptance, the Owner shall submit a written request for the Reimbursement Amount (“**Reimbursement Request**”) to the City for review and approval. The Reimbursement Request shall include any document, requirement, evidence or information in the Owner's possession or under the Owner's control that City may reasonably request with regard to the Public Improvements and Public Improvements Acceptance. This includes without limitation, copies of the notice to proceed with the Public Improvements, notice of completion of the Public Improvements, any and all contracts and change orders entered into to complete the design and construction of the Public Improvements, invoices and checks for payment of the design and construction of the Public Improvements, and any and all other documents required by this Agreement. The City will review and approve, if acceptable, the Reimbursement Request within thirty (30) calendar days following the date of submittal.

10.10.2 City will remit payment to the Owner for the Reimbursement Amount within thirty (30) calendar days following the Reimbursement Request approval by the City within the thirty (30) day period provided for in the preceding sentence.

10.10.3 Upon payment of the Reimbursement Amount, the City shall have no further financial obligation to Owner and the Owner shall be entitled to no further compensation, payment, fee credit, offset or reimbursement of any kind from the City for the construction of the Public Improvements.

11. Term. This Agreement shall expire upon full payment of the Reimbursement Amount, unless earlier terminated as provided herein; provided however, that the indemnification shall survive termination of the Agreement, and the insurance provisions in Section 14.4 shall survive the completion of the Public Improvements in accordance with its terms. Owner waives any right to reimbursement for the installation of the Public Improvements except as contained in this Agreement.

12. Standard of Care; Safety. Owner shall ensure that all work on the Public Improvements is performed in compliance in all material respects with City-approved plans, specifications and contract documents. Owner shall also ensure that all work is performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals and contractors in the same discipline in the State of California. Owner shall procure

the services of professionals and contractors skilled in the professional calling necessary to design and construct the Public Improvements. All employees and subcontractors working on the Public Improvements shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform such work on the Public Improvements, and all such licenses and approvals shall be maintained throughout the term of their work on the Public Improvements. Owner shall ensure that it and its consultants and contractors execute and maintain their work so as to avoid injury or damage to any person or property. In carrying out their work, they shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Public Improvements, a threat to the safety of persons or property, or any employee who fails or refuses to perform his or her work in a manner acceptable to the City, shall be promptly removed from the Public Improvements.

13. Indemnification. Owner shall defend (with counsel reasonable acceptable to City), indemnify and hold the City, its officials, officers, consultants employees and agents free and harmless from any and all third party claims, liabilities, losses, costs, expenses, damages or injuries to property or persons, including wrongful death, arising out of or incident to any acts, omissions (where there was a duty to act) or willful misconduct of Owner, its members, officials, officers, employees, agents, consultants and contractors with respect to this Agreement or the design, construction or installation of the Public Improvements, including without limitation, the payment of all reasonable attorneys' fees and other related costs and expenses however caused, regardless of whether the allegations are false, fraudulent, or groundless, except to the extent of any active negligence or misconduct of the City or its officials, officers, employees, or authorized volunteers. At a minimum, this indemnification provision shall apply to the fullest extent of any warranty or guarantee implied by law or fact, or otherwise given to Owner by Owner's design consultant(s) or contractor(s) for the Public Improvements. In addition, this indemnity provision and any such warranties or guarantees shall not limit any liability under law of such consultants or contractors. Owner's obligation to indemnify shall survive the expiration or termination of this Agreement for a period of one year, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

14. Insurance.

14.1 Requirement. Owner shall require all persons performing work on the Public Improvements, including its consultants, contractors, and subcontractors, to procure and maintain, at their expense, until full and adequate completion of the Public Improvements, insurance against claims for injuries to persons or damages to property which may arise out of or in connection with the performance of their work or that of their agents, representatives, employees or subcontractors.

14.2 Minimum Scope and Limits of Coverage. Such insurance shall provide City with coverage at least as broad as the latest version of the following:

14.2.1 *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001) with a combined single limit of \$2,000,000; and

14.2.2 *Automobile Liability:* Insurance Services Office Business Auto

Coverage form number CA 0001, code 1 (any auto) with a combined single limit of \$1,000,000; and

14.2.3 *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance with a limit of at least \$1,000,000 per occurrence.

14.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Owner or the primary insured shall provide endorsements on forms reasonably approved by the City to add the following provisions to the insurance policies:

14.3.1 General Liability. The general liability policy shall be endorsed to state that: (A) the City, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to this Agreement or operations performed by or on behalf of the Owner, including materials, parts or equipment furnished in connection with such work; and (B) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees and agents or, if excess, shall stand in an unbroken chain of coverage excess of the primary insured's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees or agents shall be excess of the primary insured's insurance and shall not be called upon to contribute with it in any way.

14.3.2 Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the City, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the primary insured or for which the primary insured is responsible; and (B) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees and agents or, if excess, shall stand in an unbroken chain of coverage excess of the primary insured's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees or agents shall be excess of the primary insured's insurance and shall not be called upon to contribute with it in any way.

14.3.3 Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the primary insured.

14.3.4 All Coverages. Each insurance policy required by this Agreement shall be endorsed, to the extent then commercially available, to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees or agents.

14.4 Professional Liability Insurance. All architects, engineers, consultants or design professionals working on the Public Improvements shall be required to procure and maintain, for a period of five (5) years following completion of the Public Improvements, errors and omissions liability insurance with a combined single limit of not less than \$2,000,000. This insurance shall be endorsed to include contractual liability.

14.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees and agents.

14.6 Deductibles and Self-Insurance Retentions. City may require that any deductibles or self-insured retentions must be declared to and reasonably approved by the City.

14.7 Acceptability of Insurers. All policies of insurance shall be with companies licensed or approved by the State of California Insurance Commissioner and rated (i) A or better with respect to primary levels of coverage, and (ii) B+12 or better with respect to excess levels of coverage, in the most recent edition of Best's Insurance Guide and shall be issued and delivered in accordance with State law and regulations.

14.8 Verification of Coverage. Owner shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms reasonably satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the City if reasonably requested. All certificates and endorsements must be received and approved by the City before work commences on the Public Improvements. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. Once City has reviewed any submitted insurance certificates or policies without further objection or correction thereto by City, such policies shall be deemed to comply with the requirements of this Agreement and any further right to object thereto shall be deemed waived and such submitted insurance policies shall be deemed to satisfy the terms of this Agreement until terminated or expiration.

15. Control and Payment of Subordinates; Independent Contractor. All work on the Public Improvements shall be performed by Owner or under its supervision. Owner and its contractors and consultants will determine the means, methods and details of performing the work subject to the requirements of this Agreement. City retains Owner on an independent contractor basis and not as an employee. Owner retains the right to perform similar or different work for others during the term of this Agreement. Any additional personnel performing the work under this Agreement on behalf of Owner shall also not be employees of City and shall at all times be under the exclusive direction and control of Owner or its contractors and consultants. All wages, salaries and other amounts due such personnel in connection with their performance of work under this Agreement and as required by law shall be paid by Owner or its consultants and contractors. Such entities shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social Security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

16. Termination. In the event of default by either party in the performance of any of its material obligations under the terms or conditions of this Agreement, the party alleging such default shall give the other party notice in writing specifying in reasonable detail the nature of the alleged default and the manner in which said default may be satisfactorily cured. The party receiving such notice shall have fifteen (15) days from the date of receipt of such notice to cure any monetary default and thirty (30) days from the date of receipt of such notice to cure any non-monetary default, provided, however, for non-monetary defaults, if the amount of time reasonably required to cure the

breach exceeds said thirty (30) days, the breaching Party shall have such longer time period as may be reasonably required provided that the breaching Party has commenced to cure such default within that thirty (30) day period and thereafter diligently prosecutes such cure to completion; provided, further, that if such cure of a non-monetary default continues beyond an addition ninety (90) days thereafter, then, at any time after expiration of that ninety (90) day period and prior to completion of the cure, City may proceed with exercise of any of its remedies under Section 16(b) below pertaining to injunctive relief or specific performance, but City may not proceed with the exercise of the right of termination based upon such non-monetary default so long as the Owner continues to diligently prosecute such cure to completion. Except as expressly provided in the preceding proviso, during any such cure period, the Party charged shall not be considered in default for purposes of termination or institution of legal proceedings or exercise of any other remedies for such default. After notice and expiration of the applicable cure period, if such default has not been cured, the other party to this Agreement may at its option:

(a) Terminate this Agreement, in which event neither party affected by such termination shall have any further rights against or liability to the other with respect to this Agreement or the Property first arising thereafter; provided that if the City commences such termination proceedings, it shall give not less than thirty (30) days prior written notice thereof to Owner, which notice shall specify the grounds for termination and shall set a date, time and place for a public hearing before the City Council. At the noticed public hearing, the Owner and/or its designated representative shall be given an opportunity to make a full and public presentation to the City and to respond to the City's evaluation of Owner's performance, either orally or in a written statement, at such Owner's election. If, following the taking of evidence and the hearing of testimony at said public hearing, the City finds, based upon substantial evidence, that Owner is not in compliance with a specific, material term or provision of this Agreement, and failed to timely cure such failure within the applicable cure period, then the City may terminate this Agreement.

(b) Institute equitable action to cure, correct or remedy any default, such as an action for injunctive relief or specific performance of the terms of this Agreement; provided, however, that in no event shall either Party be liable to the other for money damages for any default or breach of this Agreement except for provisions contemplating a monetary remedy specifically provided for in this Agreement to be paid to such Party, including, without limitation, the right of Owner to recover from City the reimbursements provided for in Section 10.1 or the express indemnity obligations of Owner set forth in this Agreement. Nothing herein shall preclude either Party from seeking reimbursement for amounts expressly required to be paid by one Party to the other under this Agreement including but not limited to the reimbursement payment to Owner or to recover attorneys' fees if it is the prevailing Party as provided herein. It is expressly recognized that except as set forth above with respect to the limited remedies for monetary damages, injunctive relief and specific enforcement of this Agreement are the proper and desirable remedies.

(c) Without limitation of the foregoing, the parties specifically acknowledge that the primary purpose of this Agreement is to document the conditions and terms of reimbursement to Owner if it decides, in its sole business judgment to proceed with the Project described in the Development Agreement. This Agreement shall not, under any circumstances, be construed or applied to expand the Owner's obligations to commence or complete the Project beyond that set forth in the Development Agreement and this Agreement shall be applied consistent with that purpose. In

that regard and for those reasons, although this Agreement will be executed by the parties concurrent with the Development Agreement, this Agreement shall not be of any force or effect unless and until Developer decides to proceed with Project and the “**Offsite Traffic Improvements**” pursuant to and as provided and described in the Development Agreement. In any event City shall not have the right to specifically enforce against any Owner, nor in any way compel an Owner to either start or complete the Project, nor to seek any monetary damages from the Owner for an Owner's failure to start or complete the Project; provided, that, City shall have the right (i) to compel Owner, by an action for specific performance, to complete any public improvements which have been commenced and are partially completed, including, without limitation, bringing an action against any bonds posted to secure the construction of those improvements, (ii) to require Owner to dedicate any property and complete any public improvements which are required by the Project Approvals to be dedicated and/or completed prior to occupancy of those Project improvements in fact constructed on the Property pursuant to this Agreement, (iii) and, once the effectiveness of this Agreement is triggered by the commencement of the Offsite Traffic Improvements, to recover money damages under the express indemnity provisions of this Agreement that are thereafter effective.

17. Labor/Prevailing Wages. Owner is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., and the implementing regulations promulgated thereunder (collectively, “**Prevailing Wage Laws**”), which require the payment of prevailing wage rates and the performance of other requirements if it is determined that the Owner’s contract(s) with its contractor(s) to construct the Public Improvements are “public works” contracts under the Prevailing Wage Laws. It is the responsibility of the Owner to ensure that each contractor and subcontractor hired to construct the Public Improvements by Owner comply with all applicable requirements of the Prevailing Wage Laws. Owner agrees to defend, indemnify and hold the City and its officials, officers, employees and agents free and harmless from any claim or liability including, without limitation, damages, penalties, attorneys’ fees and court costs, arising from any failure or alleged failure to comply with these provisions of the Labor Code, including the Prevailing Wage Laws, in connection with construction of the Public Improvements by Owner.

18. Attorneys’ Fees. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing party shall be entitled to its reasonable attorneys’ fees, expert fees and other reasonable costs of defense.

19. Owner Assignment. In no event shall the Owner assign or transfer any portion of this Agreement without the prior express written consent of City, which consent may be given or withheld in City's reasonable discretion; provided, however, Owner shall be permitted to absolutely or collaterally assign its right to receive payments hereunder to any person or entity who acquires all or any part of the Property or who makes a loan secured by all or any part of the Property and Owner shall be permitted to assign this Agreement to any successor or assign of the Development Agreement who is a permitted assignee approved or deemed approved by the City.

20. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

21. Invalidity and Severability. If any portion of this Agreement is declared invalid,

illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

22. Cooperation; Further Acts. The parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

23. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

24. Labor Certification. By its signature hereunder, Owner certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code. Owner agrees to comply with such provisions to the extent applicable to Owner and to require its consultants to comply with such provisions before commencing any work on the Plans.

25. Time of Essence. Time is of the essence for each and every provision of this Agreement for which time is a requirement.

26. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the parties under the terms of this Agreement.

27. Construction; Captions. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

28. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

29. Notices. All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Such notices shall be mailed or otherwise delivered to the addresses set forth below, or at such other addresses as the respective parties may provide in writing for this purpose:

CITY OF BEAUMONT

City Manager
City of Beaumont
550 East 6th Street
Beaumont, CA 92223

OWNER

Beaumont Regency AVG, LLC
c/o Regency Centers Corporation
One Independent Drive, Suite 114
Jacksonville, Florida 32202-5019
Attn: VP, Legal Department

With a copy to:

Beaumont Regency AVG, LLC
c/o Regency Centers Corporation
420 Stevens Avenue, Suite 320
Solana Beach, California 92075
Attn: Market Officer

Such notice shall be deemed made when personally delivered, upon fax confirmation of the sender, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, certified mail, return receipt requested, to the party at its applicable address.

30. Authority to Enter into Agreement. City and Owner warrant that they have all requisite power and authority to execute and perform this Agreement. Each person executing this Agreement on behalf of their party warrants that he or she has the legal power, right, and authority to make this Agreement and bind his or her respective party.

31. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

32. Integration. This Agreement, together with the Development Agreement, represents the entire understanding of City and Owner as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder. This integrated Agreement may not be modified or altered except in writing signed by both parties hereto.

33. Severability and Waiver. The unenforceability, invalidity, illegality, or unconstitutionality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, illegal, or unconstitutional. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

34. Lender Protection Prior to Lender Possession. Owner may enter into mortgages, deeds of trust and other security instruments described in the following sentence secured by Owner's interest in the Property. The holder or beneficiary of any indenture of mortgage or deed of trust, hypothecation, pledge, assignment for security purposes, bond, grant of taxable or tax exempt funds from a governmental agency or other security interest or any documents constituting or relating to a sale-leaseback transaction ("**Lender**") shall have no obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion, and shall not be obligated to pay any fees or charges which are liabilities of Owner or Owner's successors-in-interest, but such Lender shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to the Property or such portion thereof in which Lender holds an interest.

(a) Lender in Possession. A Lender who comes into possession of the Property, or any portion thereof, pursuant to foreclosure of a mortgage or deed of trust, or a deed in lieu of foreclosure, shall not be obligated to pay any fees or charges which are obligations of Owner and which remain unpaid as of the date such Lender takes possession of the Property or any portion thereof; provided, however, that a Lender shall not be eligible to apply for or receive Project

Approvals with respect to the Property, or otherwise be entitled to develop the Property or devote the Property to any uses or to construct any improvements thereon other than the development contemplated or authorized by this Agreement and subject to all of the terms and conditions hereof, including payment of all fees (delinquent, current and accruing in the future) and charges, and assumption of all obligations of Owner hereunder; provided, further, that no Lender, or successor thereof, shall be entitled to the rights and benefits of Owner hereunder or entitled to enforce the provisions of this Agreement against the City unless and until such Lender or successor in interest qualifies as a recognized Assignee of this Agreement and makes payment of all delinquent and current City fees and charges pertaining to the Property.

(b) Notice of Owner's Breach Hereunder. If the City receives notice from a Lender having a secured interest in the property within the Project requesting a copy of any notice of default given to Owner hereunder and specifying the address for notice thereof, then the City shall deliver to such Lender, concurrently with service thereon to Owner, any notice given to Owner with respect to any claim by the City that Owner is in default, and if the City makes a determination of non-compliance, the City shall likewise serve notice of such noncompliance on such Lender concurrently with service thereof on Owner.

(c) Lender's Right to Cure. Each Lender shall have the right (but not the obligation) for a period of sixty (60) days after the expiration of the time period for cure provided to Owner pursuant to Section 4.1 to cure or remedy, or to commence to cure or remedy, the default claimed or the areas of noncompliance set forth in the City's notice. If the default or such noncompliance is of a nature which can only be remedied or cured by such Lender upon obtaining possession, such Lender may seek to obtain possession with diligence and continuity through a receiver or otherwise and may thereafter remedy or cure the default or noncompliance within sixty (60) days after obtaining possession. If any default or noncompliance cannot, with diligence, be remedied or cured within such sixty (60) day period, then such Lender shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such Lender commences cure during such sixty (60) day period and thereafter diligently pursues such cure to completion. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to permit or authorize any Lender to undertake or continue construction or completion of any improvements comprising the Project (beyond the extent necessary to conserve or protect improvements or construction already completed) without first having expressly assumed the defaulting Owner's obligations under this Agreement.

(d) Other Notices by the City. A copy of all other notices given by the City to Owner pursuant to the terms of this Agreement shall also be sent to any Lender who has requested such notices at the address provided to the City by the Lender.

(e) Right to Encumber. The City agrees and acknowledges that this Agreement shall not prevent or limit Owner of any interest in the Property, or any portion thereof, at any time or from time to time in any manner, at such Owner's sole discretion, from encumbering the Property, the improvements thereon, or any portion thereof with any mortgage, deed of trust, sale and leaseback arrangement or other security device.

(f) Reasonable Modifications. The City agrees that it shall consider and adopt as Minor Amendments such other industry standard provisions requested by Owner to obtain

financing if the same is requested by a Lender in order to protect its collateral under any deed of trust, mortgage or other security instrument, provided the same does not materially diminish the interests of the City under this Agreement.

35. Provisions Relating to Anchor Tenant.

35.1 Anchor Tenant Rights and Obligations.

(a) Anchor Tenant Takeover Rights. The City hereby acknowledges that Owner intends to enter into a ground lease agreement with a nationally recognized anchor retailer (the "Anchor Tenant") for a significant portion of the Property ("Anchor Tenant Premises"), along with certain other related agreements including, without limitation, a Site Development Agreement with the Anchor Tenant ("SDA"). The City hereby acknowledges that the SDA will obligate Owner to perform the construction of certain improvements within the Project (such as, by way of example but not limitation, parking areas, drive aisles, and other common area improvements), and will also obligate Owner to perform the Offsite Traffic Improvements as required under this Agreement and the Development Agreement. The SDA will further provide the Anchor Tenant certain rights, but not the obligation, to take over and perform one or more of Owner's obligations under the SDA pursuant to the terms more particularly set forth in the SDA ("Anchor Tenant Takeover Right"). Upon execution of its lease, the Anchor Tenant shall have the rights and obligations of an Owner under the Development Agreement as to, and solely as to, its leased Anchor Tenant Premises, and shall have no obligation or duty under this Agreement or the Development Agreement to construct or complete the construction of the Offsite Traffic Improvements or to guarantee such construction or completion, and shall not be obligated to pay any fees or charges which are liabilities of Owner or Owner's successors-in-interest under this Agreement. Notwithstanding the foregoing, in the event that the Anchor Tenant exercises the Anchor Tenant Takeover Right under the SDA, the Anchor Tenant shall have the right, but not the obligation, by written notice to City, to assume Owner's obligations under this Agreement to perform the Offsite Traffic Improvements in accordance with the terms and conditions of this Agreement ("Anchor Tenant Assumption").

(b) Anchor Tenant Payment of Fees; Reimbursement. Anchor Tenant shall not be obligated to pay any fees or charges which are obligations of Owner under this Agreement; provided, however, that any development of the Anchor Tenant Premises shall be subject to the Project Approvals applicable to the Anchor Tenant Premises and subject to all of the terms and conditions hereof, including payment of all fees (delinquent, current and accruing in the future) and charges, and assumption of all obligations of Owner hereunder that are applicable to the development of the Anchor Tenant Premises. In the event that the Anchor Tenant exercised the Anchor Tenant Takeover Rights under the SDA and completes the Offsite Traffic Improvements as required under this Agreement, the Anchor Tenant shall be entitled to such reimbursements as is owing by the City under this Agreement, less any amounts of such reimbursement as has been previously paid by the City to Owner.

(c) Notice of Owner's Breach Hereunder. If the City receives notice from the Anchor Tenant requesting a copy of any notice of default given to Owner hereunder and specifying the address for notice thereof, then the City shall deliver to such Anchor Tenant, concurrently with service thereon to Owner, any notice given to Owner with respect to any claim by the City that Owner is in default, and if the City makes a determination of non-compliance, the City shall likewise serve

notice of such noncompliance on such Anchor Tenant concurrently with service thereof on Owner.

(d) Anchor Tenant's Right to Cure. The Anchor Tenant shall have the right (but not the obligation) for a period of sixty (60) days after the expiration of the time period for cure provided to Owner under this Agreement to cure or remedy, or to commence to cure or remedy, the default claimed or the areas of noncompliance set forth in the City's notice. If any default or noncompliance cannot, with diligence, be remedied or cured within such sixty (60) day period, then such Anchor Tenant shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such Anchor Tenant commences cure during such sixty (60) day period and thereafter diligently pursues such cure to completion. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to permit or authorize any Anchor Tenant to undertake or continue construction or completion of any Offsite Traffic Improvements without first having delivered to the City the Anchor Tenant Assumption.

36. Judicial Reference. If City and Owner have a dispute, claim, or controversy in law or in equity related to the terms of this Agreement, the parties agree to first engage in discussions to attempt in good faith to negotiate a resolution of the dispute, claim, or controversy in question. The parties shall meet in an informal setting to attempt to resolve any disputes promptly but in no event later than 15 business days after the determination of a dispute, claim, or controversy has occurred pursuant to notice by one party to the other party. If any claim or controversy that arises out of or relates to, directly or indirectly, this Agreement cannot be settled by the parties within fifteen (15) business days after either party is first provided written notice of the claim or controversy by the other, the matter shall be determined by judicial reference pursuant to the provisions of California Code of Civil Procedure Sections 638 through 645.1, except as otherwise modified herein. The parties shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the judicial reference proceeding. In the event that a legal proceeding is initiated based on any such dispute, the following shall apply: (a) the proceeding shall be brought and held in Riverside County, California, unless the parties agree to a different venue; (b) the parties shall use the procedures adopted by the judicial arbitration and mediation service (jams) in Riverside County, California, for judicial reference and selection of a referee (or any other entity offering judicial reference dispute resolution procedures as may be mutually acceptable to the parties); (c) the referee must be a California state retired judge or otherwise approved by both parties in their sole discretion; (d) the referee shall have the power to try any and all of the issues raised, whether of fact or of law, which may be pertinent to the matters in dispute, and to issue a statement of decision thereon. Any dispute regarding the selection of the referee shall be resolved by JAMS or the entity providing the reference services, or, if no entity is involved, by the court in accordance with California Code of Civil Procedure Sections 638 and 640; (e) the referee shall be authorized to provide all remedies available under this agreement and appropriate under the circumstances of the controversy; (f) the referee may require one or more pre-hearing conferences; (g) the parties shall be entitled to discovery, and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge; (h) a stenographic record of the reference proceedings shall be made; (i) the referee's statement of decision shall contain findings of fact and conclusions of law to the extent applicable; (j) the referee shall have the authority to rule on all post-hearing motions in the same manner as a trial judge; (k) the parties shall promptly and diligently cooperate with each other and the referee and perform such acts as may be necessary for an expeditious resolution of the dispute; and (l) the statement of decision of the referee upon all of the issues considered by the referee shall be binding upon the parties, and upon filing of the statement of decision with the clerk of the

court, or with the judge where there is no clerk, judgment may be entered thereon. The decision of the referee shall be appealable as if rendered by the court. This provision shall in no way be construed to limit any valid cause of action which may be brought by any of the parties. The parties acknowledge and accept that there is no jury in a judicial reference proceeding.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "JUDICIAL REFERENCE" PROVISION DECIDED BY JUDICIAL REFERENCE AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "JUDICIAL REFERENCE" PROVISION. IF YOU REFUSE TO SUBMIT TO JUDICIAL REFERENCE AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO USE THAT JUDICIAL REFERENCE PROCEEDING UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS JUDICIAL REFERENCE PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "JUDICIAL REFERENCE" PROVISION TO RESOLUTION BY THE REFEREE.

CITY'S INITIALS

OWNER'S INITIALS

[Signatures on following pages]

**SIGNATURE PAGE TO REIMBURSEMENT AGREEMENT FOR PUBLIC
IMPROVEMENTS**

IN WITNESS WHEREOF, the parties have executed this Agreement as the dates set forth
Below:

OWNER:
BEAUMONT REGENCY AVG

By: _____
Print Name: _____
Title: _____

CITY:
CITY OF BEAUMONT

By: _____
Print Name: _____
Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT “A”

LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

The Property is legally described and depicted consists of two distinct parcels: (1) the Overall Site Parcel and (2) the Major Retailer Parcel.

Overall Site Parcel

The Overall Site Parcel is legally described and depicted in 8 pages attached hereto as Exhibit A-1. The Overall Site Parcel comprises approximately 17.660 acres of the Property and encompasses all but the Major Retailer Parcel.

Major Retailer Parcel

The Major Retailer Parcel is legally described and depicted in 5 pages attached hereto as Exhibit A-2. The Major Retailer Parcel comprises approximately 12.217 acres of the Property.

EXHIBIT A-1
LEGAL DESCRIPTION AND DEPICTION OF OVERALL SITE PARCEL

EXHIBIT "A" – LEGAL DESCRIPTION

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING LOTS 1 AND 2 OF LOT LINE ADJUSTMENT 01-XXXX RECORDED _____, 2025 AS DOCUMENT NO. _____, **TOGETHER WITH** LOTS 1 AND 2 OF LOT LINE ADJUSTMENT 02-XXXX RECORDED _____, 2025 AS DOCUMENT NO. _____, BOTH OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALL WITHIN SECTIONS 4 AND 5, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID LOT LINE ADJUSTMENT 01-XXXX;

THENCE ALONG THE NORTHWEST AND NORTH LINES OF LOTS 1 AND 2 OF SAID LOT LINE ADJUSTMENT 01-XXXX AND LOT 1 OF LOT LINE ADJUSTMENT 02-XXXX THE FOLLOWING TWELVE (12) COURSES:

- 1) NORTH 60°17'11" EAST, 308.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 91.00 FEET;
- 2) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°17'38" AN ARC LENGTH OF 29.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 41.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 09°59'02" EAST;
- 3) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°54'46" AN ARC LENGTH OF 24.98 FEET;
- 4) NORTH 24°55'44" EAST, 25.00 FEET;
- 5) NORTH 60°17'11" EAST, 122.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1731.00 FEET;
- 6) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°30'38" AN ARC LENGTH OF 136.27 FEET;
- 7) SOUTH 68°45'47" EAST, 38.79 FEET;
- 8) NORTH 61°42'54" EAST, 71.80 FEET;
- 9) NORTH 23°24'50" EAST, 37.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1736.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 21°01'41" EAST;
- 10) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°47'48" AN ARC LENGTH OF 418.03 FEET;
- 11) SOUTH 51°40'24" EAST, 36.97 FEET;
- 12) NORTH 85°59'20" EAST, 5.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 170.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 83°57'10" WEST;

SHEET 1 OF 4

EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF BEAUMONT, CALIFORNIA



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210

Anaheim Hills, California 92808

(714) 685-6860

EXHIBIT "A" – LEGAL DESCRIPTION

THENCE ALONG THE EAST AND SOUTH LINES OF SAID LOT 1 OF LOT LINE ADJUSTMENT 02-XXXX THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°12'17" AN ARC LENGTH OF 51.05 FEET;
- 2) SOUTH 11°09'27" WEST, 37.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 06°15'06" EAST;
- 3) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°14'37" AN ARC LENGTH OF 57.70 FEET;
- 4) SOUTH 71°30'17" WEST, 402.46 FEET TO THE EAST LINE OF LOT 2 OF SAID LOT LINE ADJUSTMENT 01-XXXX;

THENCE ALONG THE EAST, SOUTH, AND WEST LINES OF LOTS 1 AND 2 OF SAID LOT LINE ADJUSTMENT 01-XXXX THE FOLLOWING TWENTY (20) COURSES:

- 1) SOUTH 22°13'56" EAST, 75.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 256.00 FEET;
- 2) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°32'23" AN ARC LENGTH OF 20.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 147.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 72°18'27" EAST;
- 3) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°27'44" AN ARC LENGTH OF 29.41 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 127.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 60°50'43" WEST;
- 4) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°17'44" AN ARC LENGTH OF 29.47 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 174.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 74°08'27" EAST;
- 5) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°51'16" AN ARC LENGTH OF 42.07 FEET;
- 6) SOUTH 29°42'49" EAST, 68.91 FEET;
- 7) SOUTH 60°17'11" WEST, 10.00 FEET;
- 8) SOUTH 29°42'49" EAST, 111.35 FEET;
- 9) SOUTH 10°26'03" EAST, 297.53 FEET;
- 10) SOUTH 71°09'54" WEST, 261.73 FEET;
- 11) SOUTH 53°40'56" WEST, 434.56 FEET;
- 12) NORTH 66°52'07" WEST, 11.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 14.00 FEET;

SHEET 2 OF 4

EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF BEAUMONT, CALIFORNIA



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210

Anaheim Hills, California 92808

(714) 685-6860

EXHIBIT "A" – LEGAL DESCRIPTION

- 13) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 123°45'13" AN ARC LENGTH OF 30.24 FEET;
- 14) SOUTH 10°37'20" EAST, 9.64 FEET;
- 15) SOUTH 53°40'56" WEST, 2.78 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 325.00 FEET;
- 16) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°37'27" AN ARC LENGTH OF 134.00 FEET;
- 17) NORTH 35°06'00" WEST, 31.11 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 700.00 FEET;
- 18) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°56'28" AN ARC LENGTH OF 439.10 FEET;
- 19) NORTH 00°50'27" EAST, 258.73 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 700.00 FEET;
- 20) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°00'52" AN ARC LENGTH OF 146.79 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH LOT 2 OF SAID LOT LINE ADJUSTMENT 02-XXXX MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF SAID LOT LINE ADJUSTMENT 02-XXXX;

THENCE ALONG THE BOUNDARY LINES OF LOT 2 OF SAID LOT LINE ADJUSTMENT 02-XXXX THE FOLLOWING EIGHT (8) COURSES:

- 1) SOUTH 89°50'37" WEST, 191.08 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1736.00 FEET;
- 2) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°14'40" AN ARC LENGTH OF 98.30 FEET;
- 3) SOUTH 40°20'16" WEST, 38.51 FEET;
- 4) SOUTH 85°59'20" WEST, 5.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 221.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 84°25'22" WEST;
- 5) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°44'05" AN ARC LENGTH OF 64.55 FEET;
- 6) SOUTH 11°09'27" WEST, 25.38 FEET;
- 7) NORTH 89°45'21" EAST, 349.57 FEET;
- 8) NORTH 10°26'03" WEST, 122.97 FEET TO THE **POINT OF BEGINNING**.

SHEET 3 OF 4

EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF BEAUMONT, CALIFORNIA



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "A" – LEGAL DESCRIPTION

CONTAINING: 17.660 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.


JAKE W. LAPPERT
PLS 9303

5/20/2025
DATE



SHEET 4 OF 4

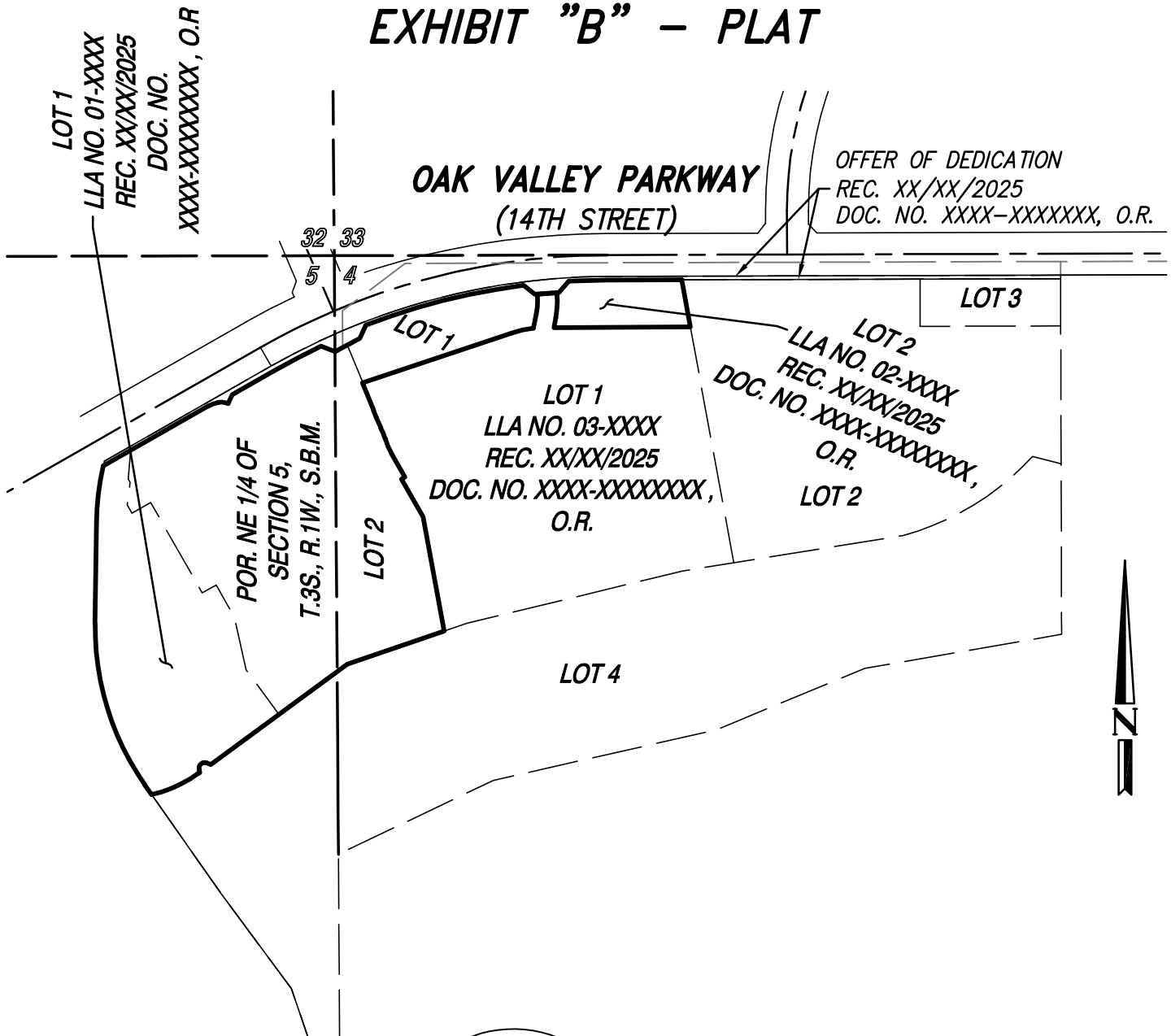
EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF BEAUMONT, CALIFORNIA

 **DORC Engineering, Inc.**
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

L:\2023\23-835 Regency Beaumont\Exh\Parcel Legals\23-835exh101 - Legal Parcels.dwg; May 20, 2025 - 4:47pm

EXHIBIT "B" - PLAT



05/20/2025

LEGEND

- DESCRIPTION AREA
- UNDERLYING LOT LINE
- CENTERLINE
- SECTION LINE
- RIGHT-OF-WAY LINE



GRAPHIC SCALE: 1 INCH = 400 FT

SECTIONS 4 AND 5, T.3S., R.1W., S.B.M.

SHEET 1 OF 4

EXHIBIT "B"
PLAT
CITY OF BEAUMONT, CALIFORNIA



Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
(714) 685-6860

EXHIBIT "B" - PLAT

OAK VALLEY PARKWAY (14TH STREET)

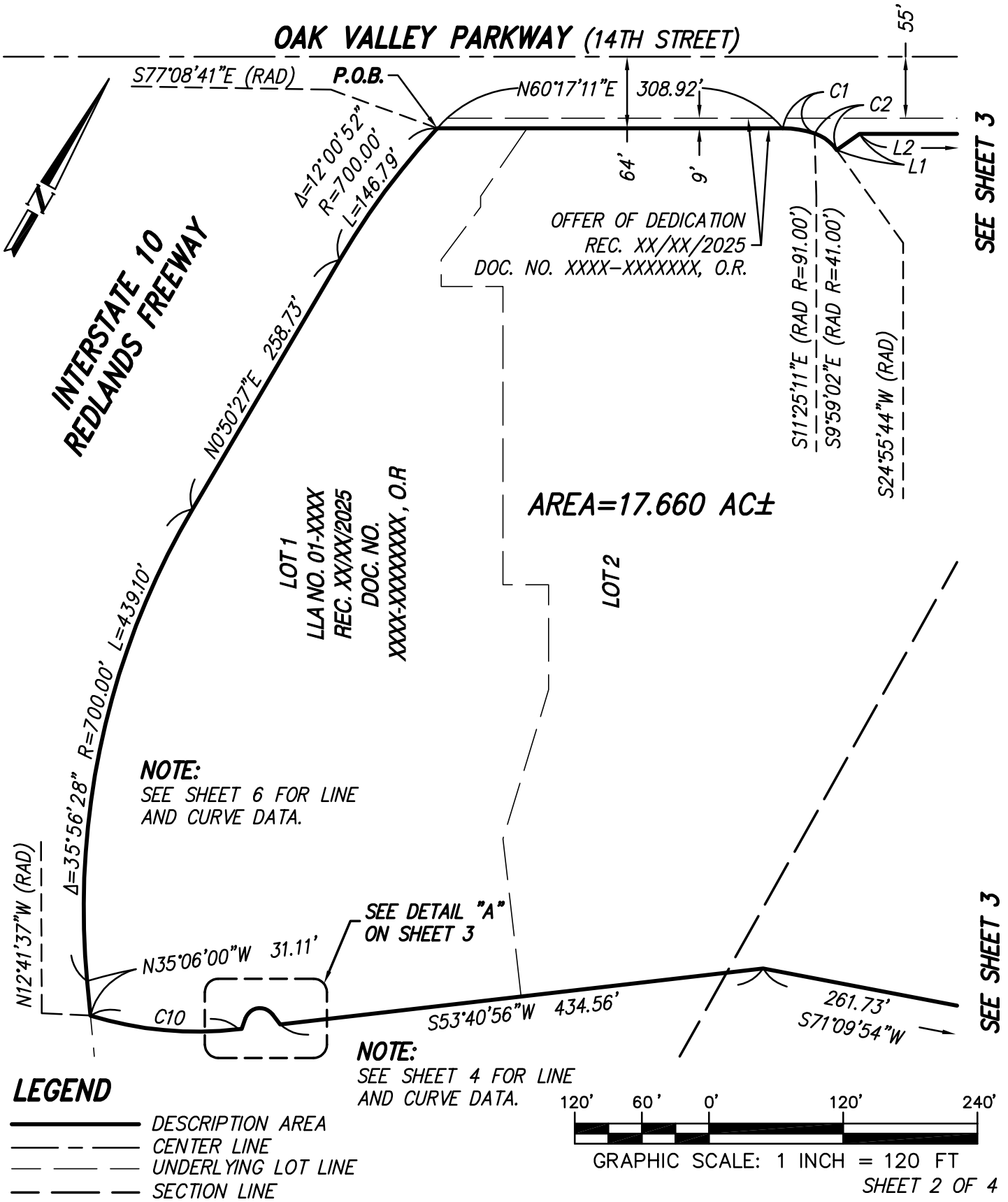


EXHIBIT "B"
PLAT
CITY OF BEAUMONT, CALIFORNIA



DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
(714) 685-6860

EXHIBIT "B" - PLAT

OFFER OF DEDICATION
REC. XX/XX/2025
DOC. NO. XXXX-XXXXXXX, O.R.

OAK VALLEY
PARKWAY (14TH STREET)

SEE SHEET 2

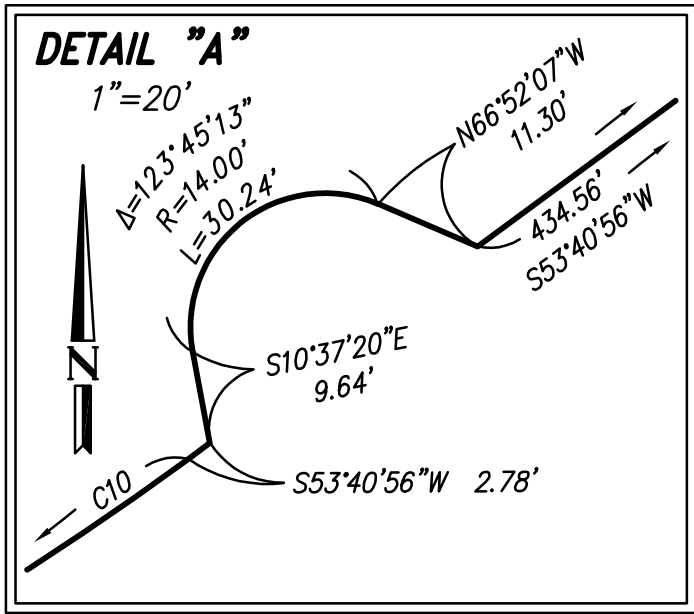
SEE SHEET 4

NOTE:
SEE SHEET 4 FOR LINE
AND CURVE DATA.

AREA=17.660 AC±

LOT 2
LLA NO. 01-XXXX
REC. XX/XX/2025
DOC. NO. XXXX-XXXXXXX, O.R.

LOT 1
LLA NO. 03-XXXX
REC. XX/XX/2025
DOC. NO. XXXX-XXXXXXX, O.R.



LEGEND

- DESCRIPTION AREA
- - - CENTER LINE
- - - UNDERLYING LOT LINE
- - - SECTION LINE



SHEET 3 OF 4

EXHIBIT "B"
PLAT
CITY OF BEAUMONT, CALIFORNIA

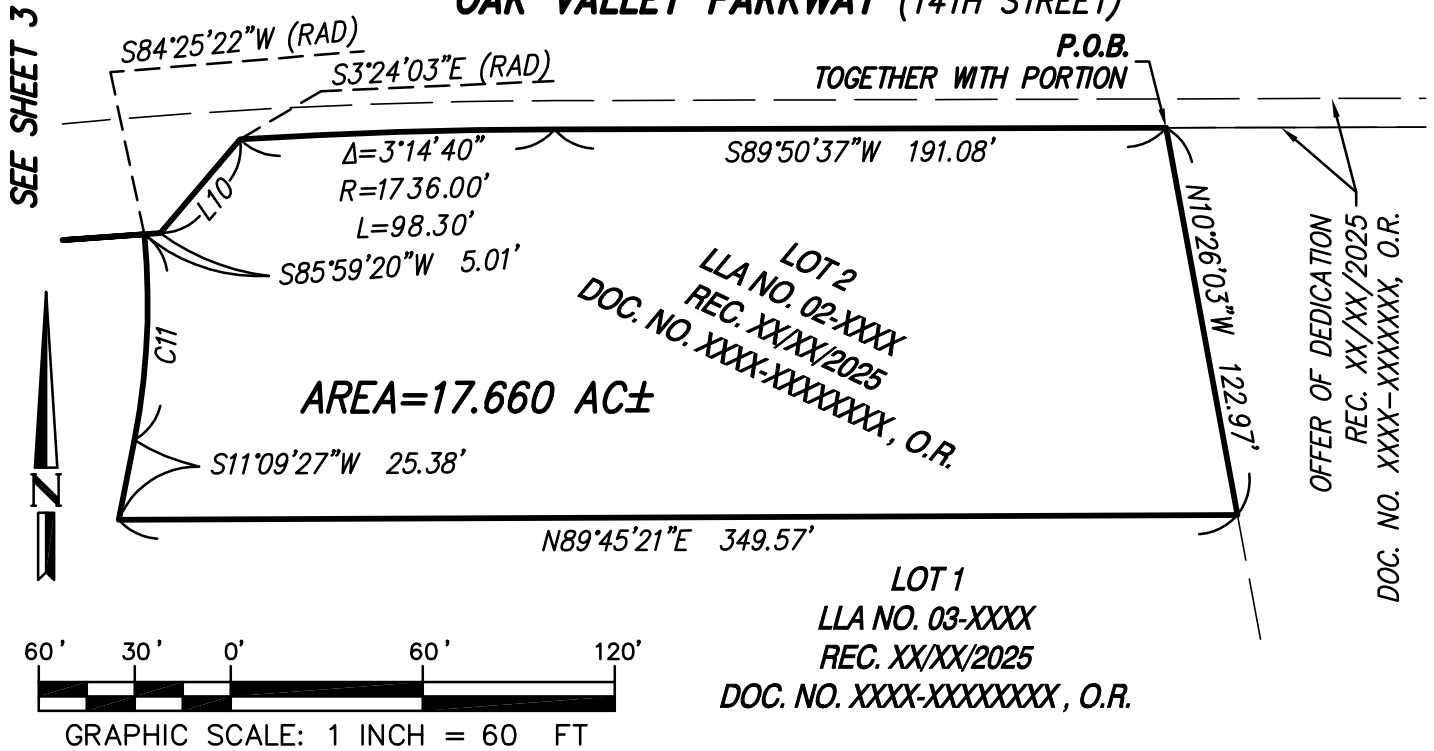


Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
(714) 685-6860

EXHIBIT "B" – PLAT

OAK VALLEY PARKWAY (14TH STREET)



| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | N24°55'44"E | 25.00' |
| L2 | N60°17'11"E | 122.72' |
| L3 | N61°42'54"E | 71.80' |
| L4 | S51°40'24"E | 36.97' |
| L5 | N85°59'20"E | 5.73' |
| L6 | S11°09'27"W | 37.18' |
| L7 | S22°13'56"E | 75.39' |
| L8 | S29°42'49"E | 68.91' |
| L9 | S60°17'11"W | 10.00' |
| L10 | S40°20'16"W | 38.51' |

| CURVE TABLE | | | |
|-------------|-----------|----------|---------|
| CURVE | DELTA | RADIUS | LENGTH |
| C1 | 18°17'38" | 91.00' | 29.06' |
| C2 | 34°54'46" | 41.00' | 24.98' |
| C3 | 4°30'38" | 1731.00' | 136.27' |
| C4 | 17°12'17" | 170.00' | 51.05' |
| C5 | 12°14'37" | 270.00' | 57.70' |
| C6 | 4°32'23" | 256.00' | 20.28' |
| C7 | 11°27'44" | 147.00' | 29.41' |
| C8 | 13°17'44" | 127.00' | 29.47' |
| C9 | 13°51'16" | 174.00' | 42.07' |
| C10 | 23°37'27" | 325.00' | 134.00' |
| C11 | 16°44'05" | 221.00' | 64.55' |

LEGEND

- DESCRIPTION AREA
- UNDERLYING LOT LINE
- RIGHT-OF-WAY LINE

SHEET 4 OF 4

EXHIBIT "B"
PLAT
CITY OF BEAUMONT, CALIFORNIA



Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
(714) 685-6860

EXHIBIT A-2
LEGAL DESCRIPTION AND DEPICTION OF MAJOR RETAILER PARCEL

EXHIBIT "A" – LEGAL DESCRIPTION

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING LOT 1 OF LOT LINE ADJUSTMENT 03-XXXX RECORDED _____, 2025 AS DOCUMENT NO. _____, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALL WITHIN SECTION 4, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 1;

THENCE ALONG THE BOUNDARY LINES OF SAID LOT 1, THE FOLLOWING TWENTY-ONE (21) COURSES:

- 1) SOUTH 22°13'56" EAST, 75.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 256.00 FEET;
- 2) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°32'23" AN ARC LENGTH OF 20.28 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 147.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 72°18'27" EAST;
- 3) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°27'44" AN ARC LENGTH OF 29.41 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 127.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 60°50'43" WEST;
- 4) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°17'44" AN ARC LENGTH OF 29.47 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 174.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 74°08'27" EAST;
- 5) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°51'16" AN ARC LENGTH OF 42.07 FEET;
- 6) SOUTH 29°42'49" EAST, 68.91 FEET;
- 7) SOUTH 60°17'11" WEST, 10.00 FEET;
- 8) SOUTH 29°42'49" EAST, 111.35 FEET;
- 9) SOUTH 10°26'03" EAST, 297.53 FEET;
- 10) NORTH 71°09'54" EAST, 61.32 FEET;
- 11) NORTH 76°22'25" EAST, 568.89 FEET;
- 12) NORTH 80°50'43" EAST, 132.64 FEET;
- 13) NORTH 10°26'03" WEST, 614.21 FEET;
- 14) SOUTH 89°45'21" WEST, 349.57 FEET;
- 15) NORTH 11°09'27" EAST, 25.38 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 221.00 FEET;

SHEET 1 OF 2

EXHIBIT "C"
LEGAL DESCRIPTION
CITY OF BEAUMONT, CALIFORNIA

 **DORC Engineering, Inc.**
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

EXHIBIT "A" – LEGAL DESCRIPTION

- 16) NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°44'05" AN ARC LENGTH OF 64.55 FEET;
- 17) SOUTH 85°59'20" WEST, 51.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 170.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 83°57'10" WEST;
- 18) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°12'17" AN ARC LENGTH OF 51.05 FEET;
- 19) SOUTH 11°09'27" WEST, 37.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 06°15'06" EAST;
- 20) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°14'37" AN ARC LENGTH OF 57.70 FEET;
- 21) SOUTH 71°30'17" WEST, 402.46 FEET TO THE **POINT OF BEGINNING**.

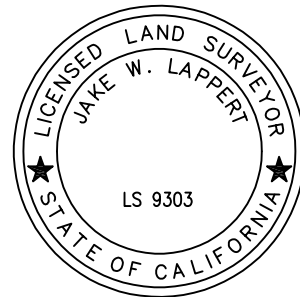
CONTAINING: 12.217 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.


JAKE W. LAPPERT
PLS 9303

5/20/2025
DATE



SHEET 2 OF 2

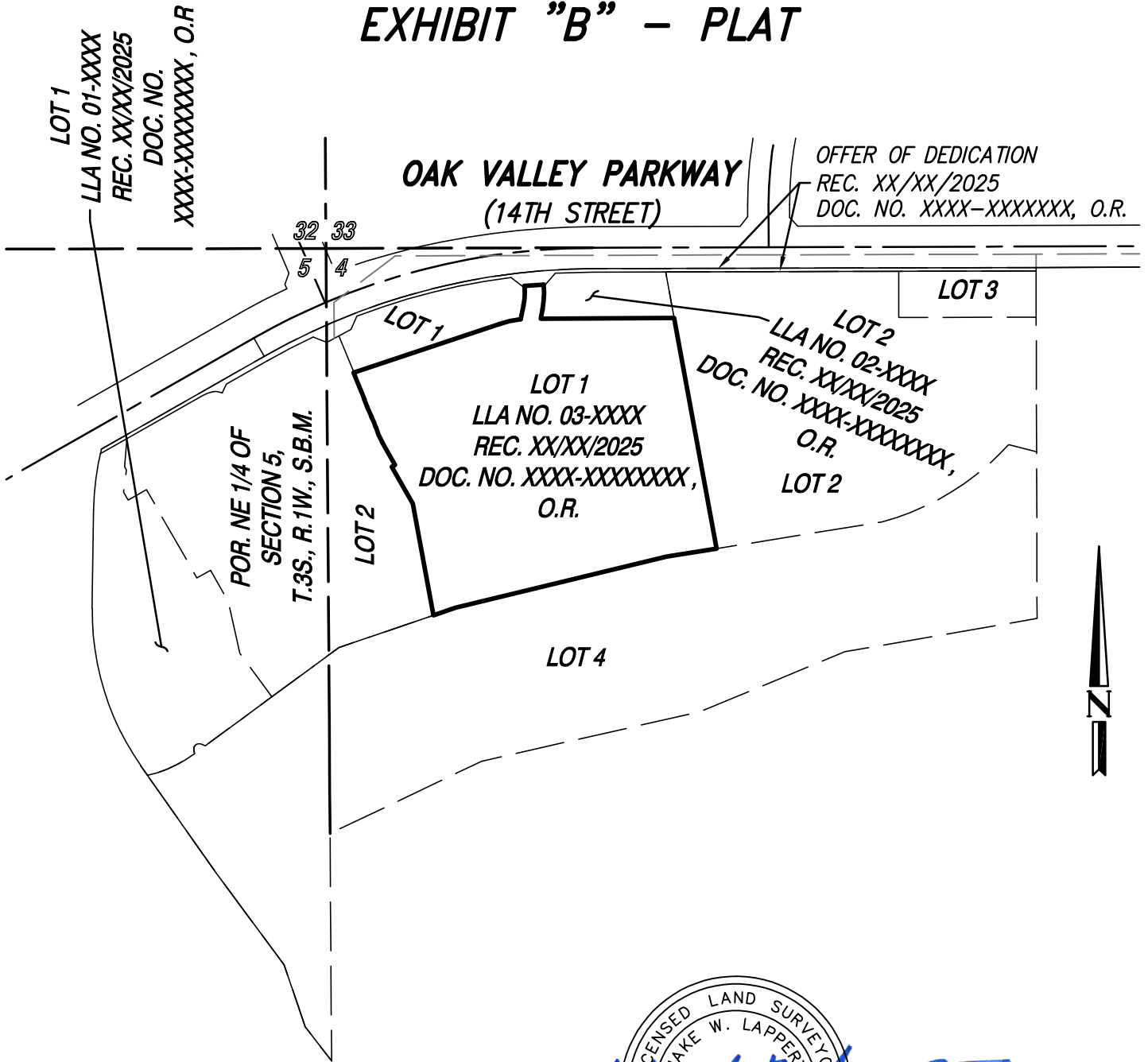
EXHIBIT "C"
LEGAL DESCRIPTION
CITY OF BEAUMONT, CALIFORNIA

 **DORC Engineering, Inc.**
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210
Anaheim Hills, California 92808
(714) 685-6860

L:\2023\23-835 Regency Beaumont\Exh\Parcel Legals\23-835exh101 - Legal Parcels.dwg; May 21, 2025 - 8:37am

EXHIBIT "B" - PLAT



05/20/2025

LEGEND

- DESCRIPTION AREA
- UNDERLYING LOT LINE
- - - CENTERLINE
- - - SECTION LINE
- RIGHT-OF-WAY LINE



GRAPHIC SCALE: 1 INCH = 400 FT

SECTION 4, T.3S., R.1W., S.B.M.

SHEET 1 OF 3

EXHIBIT "D"
PLAT
CITY OF BEAUMONT, CALIFORNIA



Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

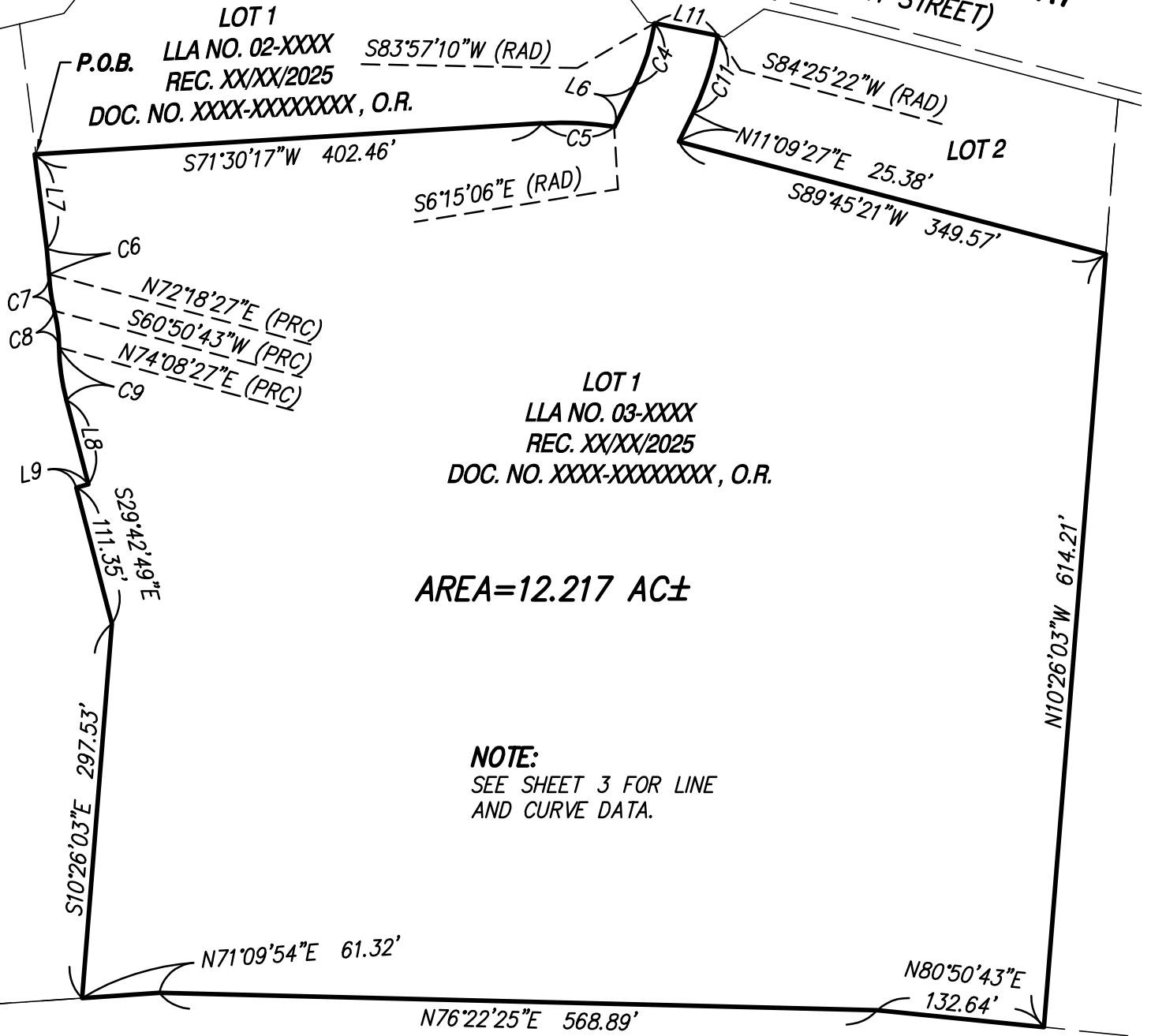
160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
(714) 685-6860

L:\2023\23-835 Regency Beaumont\Exh\Parcel Legals\23-835exh101 - Legal Parcels.dwg; May 21, 2025 - 8:38am

EXHIBIT "B" - PLAT

OFFER OF DEDICATION
REC. XX/XX/2025
DOC. NO. XXXX-XXXXXXX, O.R.

OAK VALLEY PARKWAY
(14TH STREET)



LEGEND

- DESCRIPTION AREA
- UNDERLYING LOT LINE
- CENTERLINE
- RIGHT-OF-WAY LINE



GRAPHIC SCALE: 1 INCH = 120 FT
SHEET 2 OF 3

EXHIBIT "D"
PLAT
CITY OF BEAUMONT, CALIFORNIA



Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
(714) 685-6860

EXHIBIT "B" – PLAT

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L6 | S11°09'27"W | 37.18' |
| L7 | S22°13'56"E | 75.39' |
| L8 | S29°42'49"E | 68.91' |
| L9 | S60°17'11"W | 10.00' |
| L11 | S85°59'20"W | 51.02' |

| CURVE TABLE | | | |
|-------------|-----------|---------|--------|
| CURVE | DELTA | RADIUS | LENGTH |
| C4 | 17°12'17" | 170.00' | 51.05' |
| C5 | 12°14'37" | 270.00' | 57.70' |
| C6 | 4°32'23" | 256.00' | 20.28' |
| C7 | 11°27'44" | 147.00' | 29.41' |
| C8 | 13°17'44" | 127.00' | 29.47' |
| C9 | 13°51'16" | 174.00' | 42.07' |
| C11 | 16°44'05" | 221.00' | 64.55' |

SHEET 3 OF 3

EXHIBIT "D"
PLAT
CITY OF BEAUMONT, CALIFORNIA



Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
(714) 685-6860

EXHIBIT B
PUBLIC IMPROVEMENTS

The term “Public Improvements” shall mean and refer to those certain “Offsite Traffic Improvements” more particularly described in Exhibit D to the Development Agreement, which Exhibit D is hereby incorporated by reference. A preliminary estimate of the costs of construction of those improvements is attached to this Exhibit B to provide a further sense of the contemplated scope and expense of those improvements.

EXHIBIT B PUBLIC IMPROVEMENTS



BUDGET BREAKDOWN

| | | |
|---|-------------|--------------|
| Project: Oak Valley Village PHASE 1 | Offsite +/- | 150,589 SF |
| Address: SEC Interstate 10 & Oak Valley Pkwy. | Onsite +/- | 1,260,947 SF |
| City: Beaumont, CA | | |
| Owner: Regency Centers | | |
| Schedule: 15 mths | | |
| Job #: xxx | | |
| Bid Date: 5/15/2025 | | |

| CODE | TRADE | OFFSITE | ONSITE | BUDGET AMOUNT |
|--------|---|------------------|----------|------------------|
| 01-000 | General Conditions | 107,500 | | 107,500 |
| 00-010 | General Requirements | 75,000 | | 75,000 |
| 01-014 | Survey and Restaking | 39,817 | | 39,817 |
| 01-451 | Testing and Inspection | - | | By Owner |
| 01-510 | Temp Utilities | - | | w/ GCs |
| 01-740 | Final Cleaning | - | | w/ GCs |
| 02-230 | Site Clearing & Demo | 139,870 | | 139,870 |
| 02-300 | Earthwork | 179,190 | | 179,190 |
| 02-370 | Erosion Controls & Street Sweeping Allowance | 40,000 | | 40,000 |
| 02-510 | Dry Utilities Underground (SCE, Telecom, Gas) | 1,788,949 | | 1,788,949 |
| 02-400 | Traffic Control Allowance | 75,000 | | 75,000 |
| 02-510 | Site Utilities - Fire Water | | | - |
| 02-520 | Site Utilities - Water | | | - |
| 02-530 | Site Utilities - Sewer | 57,029 | | 57,029 |
| 02-630 | Site Utilities - Storm | | | - |
| 02-740 | AC Pavement | 878,503 | | 878,503 |
| 02-745 | Bumpers & Striping | 76,300 | | 76,300 |
| 02-770 | Site Concrete | 516,493 | | 516,493 |
| 02-900 | Landscape & Irrigation | 171,368 | | 171,368 |
| 03-110 | Concrete | - | | w/ site conc. |
| 03-308 | Reinforcement | - | | w/ trades |
| 16-010 | Traffic Signal Modifications | 2,357,800 | | 2,357,800 |
| | | | | - |
| | SUBTOTAL: | 6,502,819 | - | 6,502,819 |
| | | | | - |
| 01-206 | Liability Insurance | 1.550% | 100,794 | - |
| 01-206 | Builder's Risk Insurance | 0.000% | - | - |
| 01-201 | Perf & Payment Bond | 0.000% | - | - |
| 90-001 | Fee | 4.500% | 297,163 | - |
| 80-001 | Contractor Contingency | 10.000% | 690,078 | - |
| 01-205 | Escalation (Market Volatility) | 0.000% | - | - |
| | TOTAL: | 7,590,853 | - | 7,590,853 |

EXHIBIT C
DESIGN, BID AND CONTRACTING MINIMUM REQUIREMENTS

Design, Plan Approval, and Bidding Phase

- A. Bidding Documents. Unless otherwise noted, the bidding documents shall conform to the following minimum requirements and shall be submitted to City for its prior written approval before release for bid. City shall review and approve, conditionally approve, or disapprove the bidding documents within fifteen (15) days after receipt:
1. Unless impractical due to the nature of the Public Improvements, the bid proposal shall be unit priced rather than lump sum or time and materials.
 2. It is recommended that the bidding documents require the bidder/contractor to provide the following bonds:
 - a. Bid Bond - 10% of the amount of the bid.
 3. The bidding documents shall require the successful bidder to provide evidence of comprehensive public liability insurance in an amount established by the City.
 4. The bidding documents shall provide for monthly progress payments to the contractor.
 5. The contractor shall be required to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code, and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of City with respect to the construction of its public works projects or as otherwise approved by the City.
 6. The bidding documents must clearly state the time, date, and place where bids are to be submitted and opened.
 7. The bidding documents shall clearly state the amount of time to complete the work. The time allowed must be reasonable for the amount of work. Accelerated construction time allowances must be supplemental bid and are not eligible for public reimbursement unless previously approved by the City's Public Works Director.
 8. The bid documents must require the contractor to provide 100% faithful

performance and 100% labor/materials bonds.

9. Owner shall keep a list of bidders with e-mail addresses, and addenda should be sent via email to ensure quick receipt.

10. Conditioned bids shall not be accepted.

- B. Owner may pre-qualify bidders in accordance with California Public Contract Code Section 20101, by requiring all persons interested in bidding on any portion of the Public Improvements to submit current financial statements and a pre-qualification questionnaire in a form approved by City, and by scoring each submission based on reasonable, objective criteria reasonably acceptable to City. Owner must implement an appeals procedure for responding to disputes in compliance with California Public Contract Code Section 20101(d). If Owner elects to pre-qualify bidders, only those bidders who have submitted complete pre-qualification packets and obtained the minimum required score based on the objective rating system adopted by Owner (and approved by City) shall be permitted to bid on any portion of the construction work for the Public Improvements.
- C. Owner shall keep a log of all persons obtaining pre-qualification questionnaires and/or bidding documents and all persons who submit pre-qualification questionnaires and/or bids and their mailing addresses.
- D. Addenda shall be mailed by first class mail (or submitted by confirmed electronic transmission) to all bidding document holders and the City's Public Works Director at the same time. The last addendum shall be issued no later than three (3) Business Days prior to the date of opening bids.
- E. Submitted bids shall be in sealed envelopes.
- F. Bids shall not be accepted after the stated time for submission.
- G. Bid opening shall be conducted by Owner at Owner's place of business or other site mutually acceptable to Owner and City's Public Works Director.
- H. Sealed bids shall be opened and read aloud immediately following the submission time. The City's Public Works Director shall be invited to attend the bid opening.
- I. Conditioned bids, unless the bid proposal lists them for all to bid on, shall not be accepted.
- J. The arithmetic of the lowest bid proposals received shall immediately be checked for errors.
- K. All bids received shall be provided to the City's Public Works Director. The

- L. City's Public Works Director may, in his or her reasonable discretion, reject
- M. any and all bids that he or she determines to be nonresponsive.
- N. Award shall be made to the lowest responsible qualified bidder within five (5) Business Days after the bid opening. At least three (3) bids must be received for each Construction Contract to be awarded.
- O. A preconstruction meeting shall be held with the contractor prior to beginning the work. A City representative shall be invited to attend the meeting.
- P. The Notice to Proceed shall be issued within a reasonable period following the contract execution.

Construction Phase

- A. The City's Public Works Director shall be provided a copy of the construction schedule.
- B. Owner shall require the contractor to conduct weekly construction status meetings to which the City's Public Works Director shall be invited.
- C. Any additional costs incurred solely for the benefit of Owner, such as accelerating the construction schedule, shall not be eligible for reimbursement unless previously approved by the City's Public Works Director.
- D. Any additional construction costs incurred due solely to unexcused delays caused by Owner following commencement of construction shall not be eligible for reimbursement under this Agreement.
- E. All contracts and construction related records shall be available to City as and when required for the final determination of eligible costs for reimbursement.
- F. Owner must file a Notice of Completion within thirty (30) days of City's approval of the Public Improvements (determining substantial completion).
- G. Owner must comply with all applicable requirements of the Public Contract Code with regard to stop notices and liens filed.
- H. Owner shall make prompt payment to all contractors and subcontractors.
- I. Amounts reflected in any stop notice properly filed against Owner or City shall be withheld from progress payments to contractors/subcontractors.
- J. All public improvements constructed by Owner are subject to inspection by or on behalf of the City Engineer. Construction shall be scheduled to allow for periodic inspection by the City Engineer or his designee. The Owner's contractor will be required to provide adequate quality assurance and quality

- K. control measures to ensure all public improvements are constructed in
- L. accordance with the Standard Specifications for Public Works Construction or Caltrans Standard Specifications, as appropriate for the work to be constructed.

General

Any deviation from these rules must be approved by either the City Manager, Public Works Director, or City Engineer or their designees.

EXHIBIT D
FORM OF PERFORMANCE AND PAYMENT BONDS

Performance Bond

Whereas, The Board of Supervisors of the County of ____ (or the City Council of the City of ____), State of California, and ____ (hereinafter designated as “principal”) have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated ____, 19__, and identified as project ____, is hereby referred to and made a part hereof; and

Whereas, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and ____, as surety, are held and firmly bound unto the County of ____, (or City of ____) hereinafter called (“____”), in the penal sum of ____ dollars (\$____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless ____, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by county (or city) in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on ____, 19__.

Payment Bond

Whereas, The Board of Supervisors of the County of ____ (or City Council of the City of ____), State of California, and ____ (hereinafter designated as “the principal”) have entered into an agreement whereby the principal agrees to install and complete certain designated public improvements, which agreement, dated ____, 20__, and identified as project ____, is hereby referred to and made a part hereof; and

Whereas, Under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of ____ (or the City of ____) to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, the principal and the undersigned as corporate surety, are held firmly bound unto the County of ____ (or the City of ____) and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of ____ dollars (\$____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by county (or city) in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on ____, 20__.