

ORDINANCE NUMBER 2025-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BEAUMONT AND BEAUMONT REGENCY AVG, LLC

WHEREAS, City is a general law city and a municipal corporation of the State of California; and

WHEREAS, Beaumont Regency AVG (“Owner”) has a legal and equitable interest in approximately 28.95 acres of land located east of the 10 Freeway and south of Oak Valley Parkway in the County of Riverside, State of California legally described and depicted on **Exhibit “A”** attached hereto and incorporated herein by this reference (“Property”); and

WHEREAS, the Project proposed for the Property includes a 279,941 square foot commercial shopping center anchored by major national retail operators and ancillary supporting commercial users; and

WHEREAS, the Property is subject to the following entitlements approved by the Beaumont Planning Commission: (i) Plot Plan Approval PP2024-0059 to permit the construction of one nationally recognized major retailer, one nationally recognized grocer, and several nationally recognized restaurants and shop tenants; (ii) Sign Program Approval PLAN 2024-0157 to permit one freeway pylon sign, two project pylon signs, and two monument signs; (iii) Parking Variance V2024-0019 to reduce the required number of parking spaces required by the Municipal Code; Open Space Variance V2025-0031 to reduce the amount of open space otherwise required by the Municipal Code; and the findings and conditions imposed under the California Environmental Quality Act (“CEQA”) pursuant to Section 15183 of the CEQA Guidelines (collectively the "Planning Entitlements"); and

WHEREAS, the Development Agreement authorizes the Developer to submit an application for a digital display otherwise prohibited by Section 17.070.030.G of the Beaumont Municipal Code provided that Developer shall separately apply for a subsequent discretionary sign permit in accordance with Beaumont Municipal Code Section 17.07, and Developer shall be solely responsible for securing approval from any and all agencies with jurisdiction and indemnifying, defending, and holding harmless the City from and against any costs, expenses or liabilities associated therewith; and

WHEREAS, the Planning Entitlements and the Development Agreement are the “Project Approvals” vested for the term of the Development Agreement; and

WHEREAS the Project will provide a community benefit for the residents of Beaumont, including new goods and services, jobs and tax revenue for the City of Beaumont; and

WHEREAS, the Developer requested from the City a contribution toward the actual cost of off-site public improvements that are imposed as a condition of regulatory approval by the City, and Developer agrees to comply with the Project Approvals and pay or receive eligible credit for all development related impact fees; and

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Sections 65864 et seq. of the California Government Code, (the "Development Agreement Statute") which authorizes cities to enter into property development agreements with any person(s) or entity(ies) having a legal or equitable interest in real property for the development of such real property in order to establish certain development rights in the real property; and

WHEREAS, the Development Agreement is intended to provide assurances to Developer that an approved Project may proceed subject to the specified policies, rules, regulations, and conditions of approval applicable to the Project at the time of approval, regardless of any changes to City policies, rules, and regulations after project approval, and provide assurances that City cannot otherwise unilaterally impose conditions of approval of the Project outside what is permitted by the Development Agreement; and

WHEREAS this Agreement will eliminate uncertainty in planning for and securing orderly development and occupancy of the Property, assure installation of necessary improvements, and ensure attainment of the maximum effective utilization of resources within the City at the least economic cost to its citizens; and

WHEREAS, the City Planning Commission held a public hearing on the Project on May 28, 2025, and forwarded a recommendation to approve to the City Council after making findings required by City Resolution 1987-34; and

WHEREAS, the City Council of the City of Beaumont (the "City Council"), at its regularly scheduled public meeting on June 17, 2025, held a public hearing on the Project; and

WHEREAS, based on the foregoing recitals, City has determined that this Agreement is appropriate under the Development Agreement Statute and Beaumont City Council Resolution No. 1987-34 and consistent with the policies and programs of the City of Beaumont General Plan and any applicable specific plan; and

WHEREAS this Agreement is voluntarily entered into in consideration of the benefits to and the rights created in favor of each of the parties hereto and in reliance upon the various representations and warranties contained herein; and

WHEREAS, City, as "Lead Agency" under the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, has determined that the "Project," as more fully described in the Development Agreement, has been fully analyzed per CEQA Guidelines Section 15183 and a Notice of Exemption shall be filed with the County Clerk after approval of the Ordinance; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BEAUMONT DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS

That the above Recitals are true and correct and are incorporated as though fully set forth herein.

SECTION 2. APPROVAL OF DEVELOPMENT AGREEMENT

That the City Council hereby approves the Development Agreement by and between the City of Beaumont and Beaumont Regency AVG, LLC ("Development Agreement"), a copy of which is attached hereto as **Exhibit "B"** and incorporated herein by this reference, subject to the terms and conditions stated therein.

SECTION 3. SEVERABILITY

The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance as hereby adopted shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE OF ORDINANCE

That this Ordinance shall take effect thirty (30) days after its second reading by the City Council.

SECTION 5. EFFECTIVE DATE OF DEVELOPMENT AGREEMENT

The City shall not execute the Development Agreement until on or after the effective date of the Ordinance and satisfaction of all conditions precedent as stipulated in Section 1.3.1 of the Development Agreement.

SECTION 6. REPEAL OF CONFLICTING PROVISIONS

That all the provisions of the Beaumont Municipal Code as heretofore adopted by the City of Beaumont that are in conflict with the provisions of this ordinance are hereby superseded to the extent of such inconsistency.

SECTION 7. RECORDATION OF DEVELOPMENT AGREEMENT

The City Clerk is hereby directed to record the fully executed Development Agreement with the Riverside County Recorder no later than ten (10) days after its execution.

SECTION 8. CERTIFICATION

That the City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published according to law.

PASSED AND ADOPTED THIS 17th day of June, 2025.

CITY OF BEAUMONT CITY COUNCIL

_____, Mayor

ATTEST:

Nicole Wheelwright, Deputy City Clerk

APPROVED AS TO FORM:

EXHIBIT "A"
Legal Description

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 B
DEVELOPMENT AGREEMENT